

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Services Module (Physical Testing Services)

1 Agreement Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to physical testing services, and is to be read in conjunction with NCC's General Terms and Conditions.
- 1.2 NCC's General Terms and Conditions apply to this Service Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in NCC's General Terms and Conditions unless stated otherwise herein. A reference to "Related Body Corporate" includes "Related Corporation" as defined in NCC's General Terms and Conditions (where applicable).

2 Definitions:

"Physical Testing Services" means the testing of physical security and access control within an organization to identify and demonstrate vulnerabilities, which may take the form of a Physical Security Assessment and/or Physical Penetration Testing as specified in the Statement of Work;

"Physical Security Assessment" means a collaborative review of the security of physical location(s) by interviewing staff, observing controls, conducting controlled scenario testing with a Client point of contact present and reviewing documentation associated with physical security operations and controls;

"Physical Penetration Testing" means assessing the security of physical location(s) by emulating real world attack methodologies including lock picking, tail gating, social manipulation, and control circumvention/undermining;

"Scheduled Days Cost" means Fees that correspond to the days scheduled by NCC for provision of the Physical Testing Services or the relevant Service Portion (as applicable); and

"Service Portion" means a phase, subproject, or similar portion of the total Physical Testing Services as described in the Statement of Work or otherwise agreed between the Parties.

3 Client's Duties:

- 3.1 The Client agrees:
 - 3.1.1 to obtain all necessary permissions and consents for the Physical Testing Services to be carried out, including permissions and consents from the Client's landlord, insurers and other occupiers of the Site;
 - 3.1.2 to carry out and provide to NCC prior to the Service Start Date a risk assessment of the Site and the Physical Testing Services that are to be provided, and to alert NCC to any significant risks or hazards in advance of it performing the Physical Testing Services;
 - 3.1.3 that in the event that NCC or its Personnel is challenged or questioned by a third party organisation or authority, to provide to NCC all reasonable cooperation necessary to satisfy such third party organisation or authority that the Physical Testing Services are legitimate and have been procured by the Client;
 - 3.1.4 in relation to Physical Security Assessment it shall:
 - 3.1.4.1 provide escort to NCC when assessing the Site;
 - 3.1.4.2 provide to NCC such other reasonable cooperation and assistance, and access to the Site and people as NCC shall reasonably require to perform the NCC Services;
 - 3.1.5 that Physical Penetration Testing shall be conducted independently by NCC and NCC shall not be escorted when providing Physical Penetration Testing;
 - 3.1.6 in relation to Physical Penetration Testing it shall:
 - 3.1.6.1 approve the individual attack methodologies presented by NCC prior to the NCC Services being scheduled;
 - 3.1.6.2 provide NCC with a senior point of contact within the Client who is aware of the Physical Penetration Testing; and

- 3.1.6.3 provide NCC with a signed letter (the "**Permission Letter**") to be held by the relevant NCC Personnel detailing their permission to conduct testing. The Permission Letter will only be presented if the NCC Personnel is challenged while carrying out the Physical Penetration Testing; and
- 3.1.7 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC, its Related Bodies Corporate and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC (or its Related Bodies Corporate) as a result of the provision of the Physical Testing Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC's breach of the Agreement.

4 Cancellation and Rescheduling

- 4.1 The Physical Testing Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Work unless otherwise agreed in writing between NCC and the Client (the "**Scheduled Date**").
- 4.2 The Client accepts and acknowledges that NCC often allocates Personnel weeks or months in advance and would suffer a loss should the Physical Testing Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that:
 - 4.2.1 it shall pay to NCC a Cancellation Fee (as genuinely pre-estimated liquidated damages) in the amount calculated in accordance with clause 4.3 below; and
 - 4.2.2 the Cancellation Fee reflects the losses which NCC will incur if such cancellation or rescheduling is requested within a set number of days of the Scheduled Date.
- 4.3 The Cancellation Fee shall be calculated as follows:
 - 4.3.1 cancellation request 8-21 days before the Scheduled Date: 50% of the Scheduled Days Cost;
 - 4.3.2 rescheduling request 8-14 days before the Scheduled Date with firm re-booking date: 50% of the Scheduled Days Cost;
 - 4.3.3 cancellation or rescheduling request within 7 days of the Scheduled Date: 100% of the Scheduled Days Cost.
- 4.4 Charging of the Cancellation Fee is at NCC's discretion. NCC will use reasonable commercial efforts to re-deploy Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC is able to successfully redeploy Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.5 If the Client re-books the Physical Testing Services for another date, the Fees for the Physical Testing Services as re-booked will be payable in addition to any Cancellation Fee.