

## NCC GROUP SHORT FORM TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### 1 Contract Structure and Interpretation

- 1.1 The contract pursuant to which NCC Group will provide services is comprised of (in order of precedence) (i) the Statement of Work (and any documents expressly referred to therein as applying or otherwise scheduled, annexed or appended thereto) (ii) the applicable Service-Specific Module(s) which can be found on the NCC Group Website, (iii) these Short Form Terms and Conditions; and (iv) the country-specific Schedule as appropriate (found at the end of these terms and conditions) (each a “**Country Schedule**”) (together the “**Contract**”).
- 1.2 The Statement of Work constitutes an offer by NCC Group to supply the Services to the Client in accordance with the Contract. The Statement of Work shall be accepted by the Client and come into existence on the earlier of the Client's written acceptance of the Statement of Work or upon any act by the Client consistent with its acceptance of the Statement of Work, including issuance of a purchase order or a request to schedule Services.
- 1.3 The Contract shall constitute the entire agreement between the parties in relation to the Services and shall supersede any previous understanding or agreement relating to the Services. It cannot be varied except if in writing, signed by the parties' respective authorised signatories. For the avoidance of doubt, no other terms and conditions (whether verbal or included on any document issued by the Client after the Statement of Work has been issued, including any purchase order) will apply in any way.
- 1.4 The definitions contained in clause 13 apply in the Contract.
- 1.5 In the Contract (except where the context otherwise requires):
- 1.5.1 any words following the terms “including”, “include”, “for example” or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions;
  - 1.5.2 headings shall not affect the interpretation of the Contract;
  - 1.5.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
  - 1.5.4 references to legislation (which includes statute and statutory provisions) includes any modification, extension, replacement or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation; and
  - 1.5.5 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

### 2 Parties' Duties

- 2.1 NCC Group shall:
- 2.1.1 perform the Services using reasonable skill and care and in accordance with Good Industry Practice;
  - 2.1.2 use reasonable endeavours to meet any timescales and/or completion dates as set out in the relevant Statement of Work for provision or completion of the Services or any part of them, however, time shall not be of the essence, and
  - 2.1.3 undertake background screening checks in accordance with any applicable standards and Good Industry Practice in respect of Consultants as they join NCC Group if they will be involved in the delivery of the Services.
- 2.2 The Client shall:
- 2.2.1 comply with its duties and responsibilities contained in the Contract; and
  - 2.2.2 ensure that, where applicable or required, it has the consent of any relevant third parties to enable the Services to be performed, which may include its internet service provider(s), any third-party suppliers of the System and any of the Client's personnel who may be monitored, and, where required by the Supplier, complete a technical consent, either in the Statement of Work or via an Authorisation Form, giving its consent to some or all of the Services including testing targets, dates and times. Notwithstanding the above, the Client hereby confirms that it authorises NCC Group to access programs and data held on the System.
- 2.3 Other than in respect of an Affiliate, or where it has NCC Group's prior written consent, the Client represents and guarantees that it is not procuring, and will not procure, the Services for a third party. In the event that the Client is procuring the Services on behalf of an Affiliate or third party (“**Indirect Client**”), the Client is responsible for: (i) ensuring the compliance of such party with any applicable term of this Contract; and (ii) any breaches of the Contract by Indirect Clients as if they were its own. The Client will bring any legal claim or proceeding which an Indirect Client would otherwise have if it were a party to the Contract directly against NCC Group on behalf of such Indirect Client.
- 2.4 Neither party shall, during the Term and for a period of six (6) months thereafter, solicit or offer any inducement to work to any employee the other party, or the other party's Affiliates, with whom they have had contact with in relation to the Contract or delivery of the Services.

### 3 Intellectual Property Rights

- 3.1 The parties agree that:
- 3.1.1 the ownership of IPRs which were in existence before the Start Date or which do not solely relate to the Client shall not transfer by virtue of the Contract save that those IPRs may be licensed in accordance with clause 3.1.23.1.2 to the extent incorporated into a Deliverable;
  - 3.1.2 The Parties acknowledge and agree that all IPRs in and to any Deliverables provided to the Client in connection with a Statement of Work will be owned by NCC Group. Subject to payment of the Fees, NCC Group grants to the Client a non-exclusive, limited, non-transferable licence (without the right to sublicense, except to a **Legitimate Recipient** as set out below) to copy and use the Deliverables: (i) for its internal purposes; (ii) to the extent required to receive the benefit of the NCC Group Services for the purpose for which they are supplied; and (iii) otherwise, in accordance with NCC Group's prior written consent from time to time (such consent not to be unreasonably withheld or delayed);
  - 3.1.3 A Legitimate Recipient is: the Client's regulator, insurers, any Indirect Client(s) and other professional advisors provided that: (i) NCC Group shall not be liable

to any such Legitimate Recipients, and (ii) the Client ensures that such Legitimate Recipients are subject to confidentiality obligations no less onerous than those contained within the Contract.

- 3.2 The parties and their Affiliates are hereby granted a non-exclusive, non-transferable licence to use the other party's pre-existing IPRs in the performance of the Contract.

### 4 Fees & Payment

- 4.1 Unless agreed otherwise in the Statement of Work, NCC Group shall invoice the Client for the Services in full after (i) the proposed Statement of Work has been executed by both parties or (ii) the start date if and as otherwise stated in the Statement of Work (whichever is the earlier).
- 4.2 The Client shall pay each invoice in full and cleared funds to the bank account nominated in writing by NCC Group within thirty (30) days of the date of the invoice. All payments due under the Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.
- 4.3 The Tax Clause shall apply.
- 4.4 **Withholding tax.** Without limiting clause 4.3, the Client must make all payments due under the Contract without withholding or deduction of, or in respect of, any Taxes, except as required by Law, in which case, the Client must, when making such payment to NCC Group to which the withholding or deduction relates, pay to NCC Group such additional amount as will ensure that NCC Group receives the same total amount that it would have received if no such withholding or deduction had been made.
- 4.5 The Interest Clause shall apply.

### 5 Confidentiality & Publicity

- 5.1 The parties shall work together to agree wording prior to making any public announcement that the Services are being provided.
- 5.2 Subject to clauses 5.3 and 5.4, neither party shall disclose (or permit its Affiliates, employees, agents and sub-contractors to disclose) any Confidential Information entrusted to it by the other party.
- 5.3 Clause 5.2 shall not apply to (i) information already in the receiving party's possession, or (ii) which comes into the public domain, other than by breach of this obligation by the receiving party or its Affiliates, any Indirect Clients, employees, agents and sub-contractors, or (iii) which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or (iv) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (v) which is required to be disclosed by a court of competent jurisdiction, pursuant to any law or regulation or by the rules of any stock exchange or (vi) disclosure in the national or public interest.
- 5.4 Each party will, where necessary, be entitled to disclose Confidential Information and Personal Data to (i) its Affiliates and its and their employees, agents, sub-contractors, professional advisors, auditors or insurers, (ii) Indirect Clients, (iii) any third party which is to support the delivery of Services or NCC Group's operations, and (iv) regulators, governmental bodies and certifying bodies, provided that each such party will use all reasonable endeavours to ensure that such a recipient of Confidential Information is under a duty of confidentiality no less onerous than as set out in the Contract.

### 6 Data Protection

- 6.1 **Compliance.** Each Party must (and must ensure that its personnel):
- 6.1.1 comply with all Privacy Laws;
  - 6.1.2 without limiting the generality of paragraph 6.1.1 above, and to the extent reasonably requested by the other Party, assist the other Party in complying with the applicable requirements of the Privacy Laws, in particular, by (without limitation) taking into account the state of the art and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ensure that it has in place appropriate technical and organisational measures (including relevant policies) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 6.2 **Role of NCC Group.** NCC Group can deliver the Services as a ‘processor and/or controller’, as defined in the Privacy Laws.
- 6.3 **Personal Data Breach Notifications.** If and insofar NCC Group acts in the role of “controller” as defined in the Privacy Laws, the Client:
- 6.3.1 acknowledges and agrees that NCC Group will be solely responsible for:
    - (a) determining whether a Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons as prescribed by the relevant Privacy Law; and
    - (b) notifying any relevant Authority and affected individuals regarding the Personal Data Breach, based on NCC Group's assessment made pursuant to clause 6.3.1(a) above;
  - 6.3.2 if required, must co-operate with NCC Group to assist it in making the determination referred to in paragraph 6.3.1 above; and
  - 6.3.3 must not disclose to any third party (including any Authority) the existence or circumstances surrounding any Personal Data Breach without the prior written approval of NCC Group, except as otherwise required by Law.
- 6.4 **Data Processing Agreement.** If and insofar as NCC Group acts in the role of “processor” as defined in the Privacy Laws, the Data Processing Agreement will apply and forms part of the Contract.

### 7 Liability

- 7.1 Neither party excludes nor limits any liability for (i) death or personal injury to the extent that it results from negligence; (ii) any fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
- 7.2 Except as provided for in clause 7.1, and subject to clause 7.3 and any exclusions contained in the Statement of Work, each party's total liability shall not exceed the greater of: (i) 150% of the Fees or (ii) the Liability Sum.
- 7.3 Except as provided in clause 7.1 above, neither party shall be liable for loss of actual or anticipated profits or revenue; loss of goodwill or damage to reputation; loss of business or contracts; loss of anticipated savings; loss, deletion or corruption of any data and/or

undertaking the restoration and/or recovery of data or software restoration; wasted expenditure or any special, indirect or consequential loss. Each such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

- 7.4 Except as provided in clause 7.1 above, NCC Group shall not be liable for any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by the Client, or any third party acting on behalf of the Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way.

## 8 Termination

- 8.1 The Client acknowledges and agrees that:
- 8.1.1 NCC Group may, with as much prior notice to the Client as is reasonably practicable in the circumstances, suspend, delay or withdraw the provision of the Services to the Client and any Indirect Client, if:
- (i) NCC Group requires, with Notice to the Client, information, direction, approval, consent and guidance that NCC Group reasonably considers is required for the proper performance of the Services ('Client Input'); and
  - (ii) the Client fails to provide NCC Group with that Client Input in the time requested, or the Client Input is materially incomplete or inaccurate; and
- 8.1.2 NCC Group will not be liable to the Client for any losses suffered or incurred by the Client or any Indirect Client as a result of any suspension or withdrawal of, or delay in providing, the Services affected pursuant to this clause 8.1.
- 8.2 NCC Group may terminate the Contract (and any licence granted under clause 3.1.2) immediately by giving notice to the Client if (i) the Client fails to pay any amount due under the Contract by the due date for payment, and (ii) it remains in default five (5) or more Business Days after the Client has been notified that the payment is overdue.
- 8.3 Either party may at any time terminate the Contract by giving written notice to the other if:
- 8.3.1 the other breaches any condition; or
- 8.3.2 subject to clause 8.3.1 above, the other commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so; or
- 8.3.3 the other party stops trading, is unable to pay its debts and/or an Insolvency Situation arises.
- 8.4 Without prejudice to the Statement of Work, the Client shall be liable for any Fees and cancellation fees, where applicable, up to and including the date of any suspension, delay, withdrawal or termination and these may be invoiced immediately despite any other provision in the Contract.

## 9 Third Party Rights

- 9.1 The parties do not intend that any term of the Contract will be enforceable by any person who is not a party to the Contract under the Contracts (Rights of Third Parties) Act 1999 other than NCC Group's Affiliates.

## 10 Force Majeure

- 10.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for fifteen (15) days, the party not affected may terminate this agreement immediately by giving written notice to the affected party.

## 11 Global Delivery

- 11.1 **Global delivery.** Without limiting clause 11.1.2 below:
- 11.1.1 the Customer acknowledges that NCC Group is part of a global organisation that may deliver the Services to Clients from an Approved Delivery Location and agrees that NCC Group may provide all or part of the Services:
- (i) using one or more members of the NCC Group (each being an "NCC Group Member"); and/or
  - (ii) Client Data may be accessed through different NCC Group Members and from the Approved Delivery Locations.
- 11.1.2 if an NCC Group Member is delivering any part of the Services from an Approved Delivery Location, and as a result, any Client Data is processed, including but not limited to disclosed or transferred to, stored in or handled or accessed from that NCC Group Delivery Location ("Transfer"), then the Client consents to any included Personal Data forming part of the relevant Transfer; and
- 11.1.3 if NCC Group is delivering the Services via an NCC Group Member, then the Client acknowledges that:
- (i) NCC Group will not be relieved from any liability under the Contract due to any such arrangement;
  - (ii) NCC Group remains responsible and liable for all obligations, services and functions performed by, and acts and omissions of, the relevant NCC Group Member, to the same extent as if those obligations, services, functions, acts or omissions were performed (or not performed) by NCC Group; and
  - (iii) it must not make any claim for Losses against the relevant NCC Group Member and agrees that any claim by the Client in relation to an NCC Group member must be brought directly against NCC Group.
- 11.2 **Third Party Subcontracting.** The Client acknowledges and agrees that NCC Group may, with notice to the Client, subcontract any of its obligations under the Contract to any other person, provided that NCC Group:
- 11.2.1 will not be relieved from any liability under the Contract due to any subcontracting arrangement entered into pursuant to this clause; and
- 11.2.2 remains responsible and liable for all obligations, services and functions performed by, and acts and omissions of, any subcontractor, to the same

extent as if those obligations, services, functions, acts or omissions were performed (or not performed) by NCC Group.

## 12 General

- 12.1 Both parties will comply with all applicable Anti-Bribery Laws and any applicable anti-slavery legislation.
- 12.2 All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to clause 7.1, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract and the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.
- 12.3 A delay in exercising, or failure to exercise, a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 12.4 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 12.5 The Governing Law and Jurisdiction Clause shall apply.

## 13 Definitions

"Affiliate" means, in respect of a party, any entity that directly or indirectly Controls or is Controlled by, or is under common Control with, another entity;

"Anti-Bribery Laws" means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) the aim of which is to prevent bribery and/or corruption in any jurisdiction;

"Approved Delivery Location" includes Australia, Canada, the European Economic Area (EEA), Singapore, Philippines, the United Kingdom, the United States of America;

"Authorisation Form" found at <https://www.nccgroup.com/au/terms-and-conditions/> and provided to the Client by NCC Group, that authorises NCC Group to, in the course of providing the Services, do any thing or omit to do any thing that may otherwise breach Computer Misuse Act 1990 (UK), Part 10.7 of the Criminal Code Act 1995 (Cth) (Australia), Computer Misuse Act 1993 (Singapore), Computer Fraud and Abuse Act 1986 (US), Article 138ab of the Dutch Penal Code (Netherlands) or any other similar or analogous legislation in any relevant jurisdiction;

"Authority" means any Commonwealth, State, regional or local government department, body or instrumentality or any other public authority, statutory body or certifying body which has relevant jurisdiction, and includes any Regulator (where "Regulator" means any entity or body having regulatory or supervisory authority over any part of the business or affairs of the Client and/or the Client's Affiliates or NCC Group and/or NCC Group's Affiliates (as the case may be), including, but not limited to, the Office of the Australian Information Commissioner, the Ministry of Communications and Information, the UK Information Commissioner, and the Central Intelligence Agency);

"Business Day" means a day other than a Saturday, Sunday or public holiday in England;

"Client" means the individual(s) and/or organisation(s) detailed as such in the Statement of Work;

"Client Data" means any data, information and other materials provided to NCC Group relating to the Client or any of its operations, administration, facilities, suppliers, customers, personnel, strategic or marketing plans, assets and programs, and includes administrative data, Services data and Personal Data;

"Confidential Information" means Information that relates (in whole or in part) to a party, its business, its Affiliates or their respective businesses in connection with the Contract and/or the provision of the Services, however disclosed;

"Consultant" means the identified individual(s) provided by NCC Group for the performance of the Services;

"Control" means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and "Controls" and "Controlled" shall be construed accordingly;

"Data Processing Agreement" means NCC Group's data processing agreement which can be found at <https://www.nccgroup.com/media/pginoqx1/ncc-group-global-data-processing-agreement-client-11.pdf>;

"Deliverables" means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, agreed to be prepared by NCC Group as part of the Services;

"Fees" means (i) NCC Group's fees for the Services as detailed in the Statement of and all reasonable expenses incurred in relation to the Services;

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

"Governing Law and Jurisdiction Clause" means the governing law and jurisdiction to be inserted into the Contract via the relevant Country Schedule;

"Information" means confidential or proprietary information (whether written, oral, in electronic form or in any other media), including all tangible and intangible information designated as confidential by the discloser in writing and all other information which may, by its nature, be reasonably regarded as confidential but excluding personal data;

"Insolvency Situation" means a party:

- (a) enters liquidation;
- (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;

- (c) proposes to make arrangements with its creditors or goes into liquidation; or
- (d) suffers an event which is equivalent to any of the acts or events specified above in any jurisdiction;

**“Intellectual Property Rights”** (or **“IPRs”**) means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Interest Clause”** means the interest clause to be inserted into the Contract via the relevant Country Schedule;

**“Law”** means any statute, regulation, rule, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction and includes any regulatory regime or industry code of conduct;

**“Liability Sum”** means the figure to be inserted into the Contract via the relevant Country Schedule;

**“NCC Group”** means one of the following NCC Group entities which is providing the Services as set out in the relevant Statement of Work:

The United Kingdom: NCC Group Security Services Limited

The Netherlands: Fox-IT B.V.

The United States: NCC Group Security Services, Inc.

Australia: NCC Group Pty Limited

Singapore: NCCGroup Private Limited

The Philippines: NCC Group Asia Inc

**“NCC Group Website”** includes: The United Kingdom: <https://www.nccgroup.com/uk/terms-and-conditions/>; The Netherlands: <https://www.fox-it.com/nl/algemene-voorwaarden/>; The United States: <https://www.nccgroup.com/us/terms-and-conditions/>; Australia: <https://www.nccgroup.com/au/terms-and-conditions/>; Singapore: <https://www.nccgroup.com/sg/terms-and-conditions/>;

**“Personal Data”** is as defined in the Data Processing Agreement;

**“Personal Data Breach”** has the meaning given to that term in the Privacy Laws;

**“Privacy Law”** or **“Privacy Laws”** means any Law (to the extent that either Party is subject to it), which affects privacy or any Personal Data (including the collection, storage, use or processing of that Personal Data) including:

- United Kingdom: EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council as transposed into United Kingdom national law and other data protection or privacy legislation in force from time to time in the United Kingdom;
- European Union: EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council;
- United States: U.S. federal, state and local privacy laws, rules and regulations;
- Australia: the Privacy Act 1988 (Cth), the Australian Privacy Principles made under that Act and any ancillary legislation codes of conduct recommendations or directives made pursuant to that Act;
- Singapore: the Personal Data Protection Act 2012 and any ancillary legislation, codes of conduct, recommendations or directives made pursuant to that Act;
- the Privacy Laws, as that term is defined in the Data Processing Agreement; and
- any other Law giving right to an actionable right of privacy;

**“Services”** means the services to be performed by NCC Group in accordance with the Contract;

**“Statement of Work”** NCC Group’s proposal for the Services (excluding any summary or overview sections), as may be later defined in more detail in a separate document entitled ‘Statement of Work’ or any similar document(s) that sets out the Services and the Fees;

**“System”** means the systems and networks which are relevant to the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing;

**“Taxes”** means all duties, taxes, imposts, deductions, charges and withholdings imposed with respect to any transaction contemplated under the Agreement, including:

- value added, goods and services, sales, use, service, consumption or business taxes;
- excise, customs duties and other like taxes, fees or surcharges (including regulatory fees and surcharges); and
- any interest, penalties, charges, fees or other amounts payable on or in relation to the taxes referred to in paragraphs (i) and (ii) above;

**“Tax Clause”** means the tax clause to be inserted into the Contract via the relevant Country Schedule.

## Schedule 1: The United Kingdom

In respect of where the Services are supplied by NCC Group Security Services Limited, the following additional terms and conditions apply:

- The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:
  - 4.3 All prices quoted exclude VAT (or any other applicable sales tax) unless otherwise stated and VAT (or any other applicable sales tax) shall, where applicable, be payable on all Fees and, where applicable, cancellation fees.
- The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:
  - 4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at 3% per annum above the Bank of England Bank Rate from time-to-time, from the due date until either (i) the date of payment, if prior to a relevant judgment or (ii) the date of a relevant judgment (whichever is earlier), such interest to accrue on a daily basis.
- The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13, is £1,000,000 (one million pounds).
- The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:
  - 12.5 The Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.

## Schedule 2: The Netherlands

In respect of where the Services are supplied by Fox-IT B.V., the following additional terms and conditions apply:

- The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:
  - 4.3.1 In this clause 4.3, a word or expression defined in the Dutch Turnover Tax Act 1968 (*Wet op de Omzetbelasting 1968*, hereinafter: **“Act”**) has the meaning given to that word or expression in the Act.
  - 4.3.2 The Parties acknowledge and agree that all consideration provided by the Client to NCC Group under the Contract is exclusive of TTA (where **TTA** means any goods and services tax imposed by the Dutch Turnover Tax Act 1968 (*Wet op de omzetbelasting 1968*), unless such consideration is specifically expressed to be GST inclusive.
  - 4.3.3 If NCC Group makes a taxable supply to the Client under or in connection with the Contract, then the Client will pay NCC Group an additional amount equal to the TTA payable on that supply (unless the consideration for the taxable supply was specified to include GST), by the later of:
    - (a) the date when any consideration for the taxable supply is first paid or provided; and
    - (b) the date when NCC Group issues a tax invoice to the Client.
  - 4.3.4 If an adjustment event varies the amount of TTA payable by NCC Group under the Contract, then:
    - (a) NCC Group must adjust the amount payable by the Client to take account of that adjustment event and any resulting payment must be paid by NCC Group to the Client, or the Client to NCC Group (as the case may be) within 10 Business Days of NCC Group becoming aware of the adjustment event; and
    - (b) any payment under this clause is to be treated as an increase or decrease of the additional amount payable under clause 4.3.2 above.
  - 4.3.5 Subject to an express provision in the Contract to the contrary, any payment, reimbursement or indemnity required to be made to a Party (Payee) under the Contract, which is calculated by reference to an amount paid or payable by the Payee to a third party (Outgoing) will be calculated by reference to that Outgoing, inclusive of TTA, less the amount of any input tax credit which the Payee (or the representative member of a TTA group of which the Payee is a member) is entitled to claim on that Outgoing.
  - 4.3.6 If part of a supply is a separate supply under the Act, then that part is a separate supply for the purposes of this clause 4.3.
- The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:
  - 4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party may charge the defaulting party interest on the overdue amount, at a rate equal to the Dutch statutory commercial interest rate from the date that the relevant amount becomes payable, until such amount has been paid in full.
- The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13, is €1,000,000 (one million euros).
- The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:
  - 12.5 The Contract is governed by the Law of the Netherlands and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of The Hague, the Netherlands and the courts having appeal from them.

## Schedule 3: The United States

In respect of where the Services are supplied by NCC Group Security Services, Inc., the following additional terms and conditions apply:

- Clause 2.2.3 is added:
  - 2.2.3 **Export Controls.**
    - (a) The Client warrants and represents that neither the Client’s provision of any software, technology, technical data, or material to NCC Group during the course of the NCC Group Services, nor NCC Group’s performance of the NCC Group Services, will breach, or cause NCC Group to breach, any applicable

import, re-import, export or re-export controls, laws or regulations of the United States, including export controls on “deemed exports” (collectively, **Trade Control Laws**).

- (b) Unless the Statement of Work expressly provides otherwise and the proper export license or authorisation has been obtained, the Client shall not provide, cause to provide, or otherwise allow the provision of any software, technology, technical data, or material to NCC Group which would necessarily require an export license or authorization to NCC Group or any individual officer, agent, sub-contractor or employee of NCC Group.
- (c) If the Client intends to or will provide NCC Group software, technology, technical data or material subject to Trade Control Laws (including items subject to the U.S. Export Administration Regulations), the Client must promptly and prior to providing any such software, technology, technical data or material subject, provide the applicable export control classifications to NCC Group. NCC Group will have no obligation to undertake any actions in relation to any software, technology, technical data or material if to do so would put it in breach (or potential breach) of Trade Control Laws. The Client assumes the responsibility to obtain any necessary export license or other authorisation under Trade Control Laws, and releases NCC Group from any contractual responsibility to do so.
- (d) The Client shall indemnify and hold harmless NCC Group and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney’s fees), professional and other expenses, and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group, whether direct, indirect or consequential arising out of the Client’s breach of this clause 2.2.3.

2. The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:

- 4.3.1 As used herein, Taxes has the meaning given to it in clause 13.
- 4.3.2 The Parties acknowledge and agree that all consideration provided by the Client to NCC Group under the Contract is exclusive of Taxes, unless such consideration is specifically expressed to be inclusive of Taxes.
- 4.3.3 If NCC Group makes a taxable supply to the Client under or in connection with the Contract, then the Client will pay NCC Group an additional amount equal to the Taxes payable on that supply (unless the consideration for the taxable supply was specified to include Taxes), by the later of:
  - (a) the date when any consideration for the taxable supply is first paid or provided; and
  - (b) the date when NCC Group issues a tax invoice to the Client.

4.3.4 If an adjustment event varies the amount of Taxes payable by NCC Group under the Contract, then:

- (a) NCC Group must adjust the amount payable by the Client to take account of that adjustment event and any resulting payment must be paid by NCC Group to the Client, or the Client to NCC Group (as the case may be) within 10 Business Days of NCC Group becoming aware of the adjustment event; and
- (b) any payment under this clause is to be treated as an increase or decrease of the additional amount payable under clause 4.3.2 above.

4.3.5 Subject to an express provision in the Contract to the contrary, any payment, reimbursement or indemnity required to be made to a Party (**Payee**) under the Contract, which is calculated by reference to an amount paid or payable by the Payee to a third party (**Outgoing**) will be calculated by reference to that Outgoing, inclusive of Taxes, less the amount of any input Tax credit which the Payee (or the representative member of a Taxes group of which the Payee is a member) is entitled to claim on that Outgoing.

4.3.6 If part of a supply is a separate supply under Tax Law, then that part is a separate supply for the purposes of this clause 4.3.

3. The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:

4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party may charge the defaulting party interest on the overdue amount, at a rate equal to (i) 1.5% per month or (ii) the maximum rate permitted by law, whichever is lower, from the date that the relevant amount becomes payable, until such amount has been paid in full.

4. The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13, is \$1,000,000 (one million US dollars).

5. The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:

12.5 The Contract is governed by the Law of the State of New York and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New York and the courts having appeal from them.

#### Schedule 4: Australia

In respect of where the Services are supplied by NCC Group Pty Limited, the following additional terms and conditions apply:

1. The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:
  - 4.3.1 In this clause 4.3, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to that word or expression in that Act.
  - 4.3.2 The Parties acknowledge and agree that all consideration provided by the Client to NCC Group under the Contract is exclusive of GST (where **GST** means any goods and services tax imposed by legislation enacted by the Commonwealth of Australia including a tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth), unless such consideration is specifically expressed to be GST inclusive.
  - 4.3.3 If NCC Group makes a taxable supply to the Client under or in connection with the Contract, then the Client will pay NCC Group an additional amount equal to the GST payable on that supply (unless the consideration for the taxable supply was specified to include GST), by the later of:

- (a) the date when any consideration for the taxable supply is first paid or provided; and
- (b) the date when NCC Group issues a tax invoice to the Client.

4.3.4 If an adjustment event varies the amount of GST payable by NCC Group under the Contract, then:

- (a) NCC Group must adjust the amount payable by the Client to take account of that adjustment event and any resulting payment must be paid by NCC Group to the Client, or the Client to NCC Group (as the case may be) within 10 Business Days of NCC Group becoming aware of the adjustment event; and
- (b) any payment under this clause is to be treated as an increase or decrease of the additional amount payable under clause 4.3.2 above.

4.3.5 Subject to an express provision in the Contract to the contrary, any payment, reimbursement or indemnity required to be made to a Party (Payee) under the Contract, which is calculated by reference to an amount paid or payable by the Payee to a third party (Outgoing) will be calculated by reference to that Outgoing, inclusive of GST, less the amount of any input tax credit which the Payee (or the representative member of a GST group of which the Payee is a member) is entitled to claim on that Outgoing.

4.3.6 If part of a supply is a separate supply under the GST Law, then that part is a separate supply for the purposes of this clause 4.3.

2. The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:

4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party may charge the defaulting party interest on the overdue amount, at a rate equal to the Reserve Bank of Australia’s cash rate target from time to time, plus 3% (compounding daily), from the date that the relevant amount becomes payable, until such amount has been paid in full.

3. The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13, is A\$2,000,000 (two million Australian dollars).

4. The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:

12.5 The Contract is governed by the Law of New South Wales, Australia and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and the courts having appeal from them.

#### Schedule 5: Singapore

In respect of where the Services are supplied by NCCGroup Private Limited, the following additional terms and conditions apply:

1. The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:
  - 4.3.1 In this clause 4.3, a word or expression defined in the *Goods and Services Tax Act 1993* has the meaning given to that word or expression in the relevant Act.
  - 4.3.2 The Parties acknowledge and agree that all consideration provided by the Client to NCC Group under the Contract is exclusive of GST (where **GST** means any goods and services tax imposed by legislation under the *Goods and Services Tax Act 1993*), unless such consideration is specifically expressed to be GST inclusive.
  - 4.3.3 If NCC Group makes a taxable supply to the Client under or in connection with the Contract, then the Client will pay NCC Group an additional amount equal to the GST payable on that supply (unless the consideration for the taxable supply was specified to include GST), by the later of:
    - (a) the date when any consideration for the taxable supply is first paid or provided; and
    - (b) the date when NCC Group issues a tax invoice to the Client.
  - 4.3.4 If an adjustment event varies the amount of GST payable by NCC Group under the Contract, then:
    - (a) NCC Group must adjust the amount payable by the Client to take account of that adjustment event and any resulting payment must be paid by NCC Group to the Client, or the Client to NCC Group (as the case may be) within 10 Business Days of NCC Group becoming aware of the adjustment event; and
    - (b) any payment under this clause is to be treated as an increase or decrease of the additional amount payable under clause 4.3.2 above.
  - 4.3.5 Subject to an express provision in the Contract to the contrary, any payment, reimbursement or indemnity required to be made to a Party (Payee) under the Contract, which is calculated by reference to an amount paid or payable by the Payee to a third party (Outgoing) will be calculated by reference to that Outgoing, inclusive of GST, less the amount of any input tax credit which the Payee (or the representative member of a GST group of which the Payee is a member) is entitled to claim on that Outgoing.
  - 4.3.6 If part of a supply is a separate supply under the GST Law, then that part is a separate supply for the purposes of this clause 4.3.
2. The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:
  - 4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party may charge the defaulting party interest on the overdue amount, at a rate equal to the Singapore Overnight Rate Average from time to time, plus 3% (compounding daily), from the date that the relevant amount becomes payable, until such amount has been paid in full.
3. The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13 is SGD\$2,000,000 (two million Singapore dollars).
4. The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:
  - 12.5 (a) The Contract, any noncontractual obligation arising out of or in connection with it, and any Dispute arising out of or in connection with it, shall be governed by, and construed in accordance with the Law of Singapore.

(b) Nothing in the Contract will prevent a Party from seeking (including obtaining or implementing) interlocutory or other interim relief, including in the courts of any other appropriate jurisdiction.

(c) Subject to clause 12.5(b), any Disputes arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) under the Arbitration Rules of the SIAC (Rules) for the time being in force, which Rules are deemed to be incorporated by reference in this clause.

(d) The seat of arbitration shall be Singapore. The number of arbitrators shall be three. Each Party shall nominate one arbitrator and the third arbitrator shall be nominated by mutual agreement of the Parties. If a Party fails to nominate an arbitrator or the Parties fail to nominate the third arbitrator within 14 days of receipt of a request to appoint, or such period as otherwise agreed by the Parties or set by the Registrar of the Court of Arbitration of SIAC, the President of the Court of Arbitration of SIAC shall appoint the arbitrator on their behalf. The language to be used in the arbitral proceedings shall be English. This arbitration agreement shall be governed by the Law of Singapore.

#### Schedule 6: The Philippines

In respect of where the Services are supplied by NCC Group Asia Inc, the following additional terms and conditions apply:

1. The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:
  - 4.3 All prices quoted exclude VAT (or any other applicable sales tax) unless otherwise stated and VAT (or any other applicable sales tax) shall, where applicable, be payable on all Fees and, where applicable, cancellation fees.
2. The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:
  - 4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at 12% per annum, from the due date until either (i) the date of payment, if prior to a relevant judgment or (ii) the date of a relevant judgment (whichever is earlier), such interest to accrue on a daily basis.
3. The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13, is PHP75,000,000 (seventy five million Philippine Pesos).
4. The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:
  - 12.5 (a) The Contract, any noncontractual obligation arising out of or in connection with it, and any Dispute arising out of or in connection with it, shall be governed by, and construed in accordance with the Law of Singapore.
  - (b) Nothing in the Contract will prevent a Party from seeking (including obtaining or implementing) interlocutory or other interim relief, including in the courts of any other appropriate jurisdiction.
  - (c) Subject to clause 12.5(b), any Disputes arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) under the Arbitration Rules of the SIAC (Rules) for the time being in force, which Rules are deemed to be incorporated by reference in this clause.
  - (d) The seat of arbitration shall be Singapore. The number of arbitrators shall be three. Each Party shall nominate one arbitrator and the third arbitrator shall be nominated by mutual agreement of the Parties. If a Party fails to nominate an arbitrator or the Parties fail to nominate the third arbitrator within 14 days of receipt of a request to appoint, or such period as otherwise agreed by the Parties or set by the Registrar of the Court of Arbitration of SIAC, the President of the Court of Arbitration of SIAC shall appoint the arbitrator on their behalf. The language to be used in the arbitral proceedings shall be English. This arbitration agreement shall be governed by the Law of Singapore.

#### Schedule 7: Spain

In respect of where the Services are supplied by NCC Group Security Services Espana SLU the following additional terms and conditions apply:

1. Clause 2.1.3 is amended to read as follows:
 

“undertake background screening checks in accordance with any applicable standards and Good Industry Practice, and EU’s General Data Protection Regulation 2016/679 (“GDPR”) and Spanish Fundamental Act 3/2018 for the Protection of Personal Data and the Guarantee of Digital Rights, in respect of Consultants as they join NCC Group if they will be involved in the delivery of the Services.”
2. Clause 2.2 is amended to read as:
 

“ensure that, where applicable or required, it has the consent of any relevant third parties to enable the Services to be performed, which may include its internet service provider(s), any third-party suppliers of the System and any of the Client’s personnel who may be monitored (and/or, in the case of data subjects, ensure an appropriate lawful basis for processing does apply), and, where required by the Supplier, complete a technical consent, either in the Statement of Work or via an Authorisation Form, giving its consent to some or all of the Services including testing targets, dates and times, the Client ensuring full compliance with the GDPR and Spanish Fundamental Act 3/2018 for the Protection of Personal Data and the Guarantee of Digital Rights. Notwithstanding the above, the Client hereby confirms that it authorises NCC Group to access programs and data held on the System.”
3. Clause 7.1 is amended to read as:
 

“Neither party excludes nor limits any liability for (i) personal injury, death or property damage caused by willful misconduct or gross negligence; (ii) any fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.”
4. The Tax Clause, pursuant to clause 4.3 and the definition of Tax Clause in clause 13, is as follows:

4.3 All prices quoted exclude VAT (or any other applicable sales tax and withholding tax) unless otherwise stated and VAT (or any other applicable sales tax) shall, where applicable, be payable on all Fees and, where applicable, cancellation fees.

5. The Interest Clause, pursuant to clause 4.5 and the definition of Interest Clause in clause 13, is as follows:
  - 4.5 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party may charge the defaulting party interest on the overdue amount, at a rate equal to the European Central Bank Rate from time to time (as defined within Article 7.2 of Spanish Law 3/2004), plus 8% per annum, from the date that the relevant amount becomes payable, until such amount has been paid in full.
6. The Liability Sum, pursuant to clause 7.2 and the definition of Liability Sum in clause 13, is €1,000,000 (one million euros).
7. The Governing Law and Jurisdiction Clause, pursuant to clause 12.5 and the definition of Governing Law and Jurisdiction Clause in clause 13, is as follows:
  - 12.5 The Contract is governed by the laws of Spain, as applied in the city of Madrid (Spain) and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Spanish courts of the city of Madrid (Spain).