

# AMICIS GROUP LIMITED TERMS AND CONDITIONS

## SUPPLY OF SERVICES

### General Terms and Conditions

## 1 GENERAL

1.1 The contract to which Amicis Group Limited will provide services is made up of the following, all as defined in **Definitions** below:

- 1.1.1 Any Authorisation or Consent Form completed as part of or in response to a signed contract or proposal;
- 1.1.2 Any Statement of Work, including, where appropriate, any relevant GDPR information;
- 1.1.3 Any additional Service-specific Schedule including any modified terms; and
- 1.1.4 These General Terms and Conditions.

together the Contract.

1.2 The Statement of Work shall be any of:

- 1.2.1 The section of Amicis Group Limited's proposal for the Services entitled, Statement of Work or similar;
- 1.2.2 Amicis Group Limited's shorter form quotation for the Services; or
- 1.2.3 Other similar documents, including an online form where appropriate, that sets out the Services and the Fees, including any other documents referred to therein, provided that in all cases the documents refer to these General Terms and Conditions and one or more applicable Services Contract Schedules as its governing terms.

1.3 Services Contract Schedules contain additional terms and conditions that are specific to the services that are being performed by Amicis R3 Limited. The applicable Services Contract Schedules, if required, will be identified in the Statement of Work.

1.4 In the event of any conflict between the wording of the relevant documents that make up the Contract, they shall be applied as set out in clauses 1.1.1 to 1.1.4 in descending order of precedence.

1.5 The contract shall constitute the entire agreement between the parties and supersedes any previous agreement or understanding and may not be varied except in writing between the parties and signed by their respective authorised signatories. In addition, no other terms and conditions stated on the Client's purchase order or any other document issued by the Client will apply in any way.

## 2 DEFINITIONS

**"Client"** means the individual(s) and/or organisation(s) to whom Amicis Group is providing Services and who has signed and completed a Consent or Authorisation Form where applicable;

**"Company"** means Amicis Group Limited (a company incorporated in England and Wales with registered number 13384648)

**"Conditions"** means the terms and conditions set out in this Contract;

**"Confidential Information"** means all tangible and intangible information designated as confidential by any party in writing together with all other information which may reasonably be regarded as confidential including, but not limited to, details of the Client's system, procedures, network configuration and topology, passwords, private encryption keys and details of Amicis Group's methodologies, data, reports, analyses, compilations, records, notes, summaries, discussions, studies, sketches, graphs, designs, photographs, drawings, and other materials (in whatever form or media maintained) containing or reflecting information relating to either Party's, assets, liabilities, properties, accounts, financial information, budgets, operations, marketing studies, plans and materials, services, products, processes, trade secrets, intellectual property or other proprietary rights, know-how, concepts, ideas, inventions, discoveries, research and development, business plans, models or strategies, manufacturing or distribution methods, processes or systems, software and related documentation, object code, source code, database technologies, systems, structures, architectures, clients, client lists, vendors, suppliers, advertisers, personnel, training techniques, pricing, and other proprietary information that may hereafter be disclosed, provided, or made available to Recipient or its Representatives (as defined below) or of which Recipient or its Representatives otherwise become aware or gain access or possession; (b) all data, reports, analysis, compilations, extracts, summaries, writings, studies, interpretations, forecasts, records, or other materials (whether documentary, electronic, or otherwise) prepared by or on behalf of the Disclosing Party or any of its Representatives, that relate to, are based on, or contain any of the information listed in (a) above or that reflect a summary or review or evaluation of any of the business, plans, operations, data, documents or clients and advertisers of the Disclosing Party;

**"Consent Form"** means Amicis Group's form to be signed by the Client and submitted to Company when ordering Services other than Penetration Testing;

**"Consultant"** means the individual(s) provided by Company for the performance of the Services;

**"Contract"** means the contract formed by these Terms and Conditions together with the Proposal and the Penetration Test Authorisation Form;

**"Data Protection Laws"** shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**"Disclosing Party"** shall mean either of Amicis Group or the Client acting as the party disclosing Confidential Information to the other.

**End User Licensing Agreement (EULA)** means the end user licence agreement applicable to:

- i. the relevant Product or Services, as stipulated by the Manufacturer; or, where relevant
- ii. The Managed Services, in respect of third party Software provided to the Client as part of the Managed Services.

**"Event of insolvency"** means if the Client is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), ceases or threatens to cease to carry on its business or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed overall or any substantial part of its assets, or enters into or proposes any composition or

arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction;

**"Fees"** means Company's fees for the Services as detailed in the Proposal, and all reasonable expenses incurred by the Consultant in carrying out the Services which will be agreed in advance with the Client;

**"Force Majeure"** means any cause preventing either Party from performing any or all of its obligations under these Conditions which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented;

**"Indirect Client"** – means (i) an Affiliate of the Client, or, (ii) subject to clause 4.2, a third party on whose behalf a Client is procuring Services;

**"Intellectual Property Rights" (IPR)** means any copyright, patent, design patent, registered design and design rights, utility models, trademarks, service marks, an application for any of these or the right to supply for the same, trade secrets, know-how, database rights, moral rights, confidential information, trade or business names and any other industrial and proprietary and other similar protected rights in any country and any licences under or in respect of such rights;

**"Party"** means any party to, or the parties to, this Contract;

**"Penetration Test Authorisation Form"** means Amicis Group's form to be signed by the Client and submitted to Company when ordering Penetration Testing Services;

**"Personal Data"** has the meaning given to that term in Data Protection Laws;

**"Proposal"** means the proposal for the Services provided by Company to the Client detailing the scope of work all or some of which may be accepted by the Client in their purchase order;

**"Recipient"** shall mean either of Amicis Group or the Client acting as the party receiving Confidential Information from the other.

**"Services"** means the provision of services as described in the Proposal made by Amicis Group to the Client;

**"Service Contract Schedule"** has the meaning given to it in clause 1.3.

**"Start Date"** means the date the Services will start to be provided as confirmed by Amicis Group in writing to the Client;

**"System"** means the systems, networks, processes and policies, whether technical or not, which the Client requires to be security monitored or tested, as described in the Proposal or Statement of Work made by Amicis Group to the Client and pursuant to this Contract;

**"Test Report"** means the report produced by Amicis Group detailing the results of the Services;

**"VAT"** means value added tax as defined under the Value Added Tax Act 1994.

### 3 AMICIS GROUP'S DUTIES

3.1 Amicis Group shall perform the Services for the Client using reasonable skill and care and in a professional, timely manner in line with accepted industry practice. Time for provision or completion of the Services or any part of it shall not be of the essence.

- 3.2 Amicis Group will commence on the agreed Start Date as set out in the Statement of Works or the Service-specific Schedule, unless otherwise agreed in writing between Amicis Group and the Client.
- 3.3 Amicis Group shall provide documentation to aid in correctly scoping the proposed statement of work where required and may also conduct a scoping call with the Client's personnel prior to providing any proposal or Statement of Work and prior to conducting any work.
- 3.4 Amicis Group will transmit securely, via its established Secure File Exchange, all information provided to it by the Client and marked as Business sensitive or confidential. Where physical documents or media of the same classification are required, Amicis Group will deliver these via a physical courier using signed and tracked services.
- 3.5 On professional services engagements, whilst Amicis Group will use reasonable endeavours to ensure that the same Consultant will continue throughout the delivery of the Services, it reserves the right to replace that Consultant, if necessary, at its reasonable discretion by notifying the Client. The replacement resource(s) will, as a minimum, possess the equivalent qualifications and experience.
- 3.6 Amicis Group shall, where its Consultants are present on the Client's premises, ensure that the Consultants comply with such reasonable site rules and procedures as are prior notified to Amicis Group.

## 4 THE CLIENT'S DUTIES

- 4.1 The Client will:
  - 4.1.1 Notify its own staff that the Services have been scheduled and that during the delivery of the Services, they may be monitored;
  - 4.1.2 obtain appropriate consent from any relevant third party supplier, including the Client's own IT service provider, for the Services to be performed and, when requested, provide appropriate written evidence of such consent and arrange a mutually convenient time with Amicis Group for the performance of the Services;
  - 4.1.3 make appropriate backups of the System(s) prior to the commencement of the Services;
  - 4.1.4 where the Services are to take place on the Client's premises, ensure that suitable accommodation is provided for the Consultant(s) which shall include network access and, where necessary, access to data centres, server rooms and/or switch rooms;
  - 4.1.5 provide Amicis Group with at least one employee who shall have substantial computer systems, network and project management experience of the Client's Systems to act as liaison between the Client and Amicis Group;
  - 4.1.6 co-operate with Amicis Group and to provide it promptly with such information about its Systems, network, premises, equipment, data structures, protocols, software, hardware and firmware as are reasonably required by Amicis Group;
  - 4.1.7 ensure that, where the Services are taking place on its premises, the premises are safe;
  - 4.1.8 by signing any Consent or Authorisation Form where applicable, consent, for itself and on behalf of all group companies, to Amicis Group performing the Services and that it has procured, where necessary, the consent of all its (and its group companies) employees, agents and sub-contractors that Amicis Group shall be permitted to carry

out the Services. Amicis Group will be carrying out the Services in the belief that it has all appropriate consents, permits and permissions from the Client and its group companies (and their employees, agent and sub-contractors) to enable it to remain compliant with the Computer Misuse act 1990;

- 4.1.9 whilst Amicis Group will conduct all Services in line with accepted best practice and make all reasonable efforts to avoid disruption of the Client's network, the tools and techniques used may cause disruption to the Client's Systems and/or possible loss of or corruption to data and the Client agrees to take such backups and provide such redundant systems as are prudent in the circumstances. Amicis Group will notify the Client in the event where activity would lead to loss of service or data before proceeding where this is known to Amicis Group;
  - 4.1.10 notify Amicis Group immediately if there are any periods during delivery of the Services when Amicis Group should stop work due to critical business processes (such as batch runs) or if any part of the System is business critical so that Amicis Group can, if needs be and with the Client's consent, modify the delivery of the Services;
  - 4.1.11 where Amicis Group supplies any software as part of the delivery of the Services, it shall only use such software for lawful purposes; and
  - 4.1.12 That, during the performance of the Services and for a period of 6 months after completion of the Services, it will not recruit any employees or personnel of Amicis Group which it met or was introduced to through its relationship under this Contract without the prior written consent of Amicis Group.
- 4.2 Other than in respect of an Affiliate, or where it has Amicis 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.
- 4.3 Where a Client is procuring Services on behalf of an Indirect Client it is a condition of the Contract that:
- 4.3.1 the Indirect Client will be disclosed in advance in writing to Amicis Group and all details requested by Amicis Group will be provided;
  - 4.3.2 before the relevant Services commence the Client will ensure the Indirect Client acknowledges that it has no direct relationship with Amicis Group or its Affiliates;
  - 4.3.3 the Client will ensure the Indirect Client is aware that the disclosure of any relevant Report is at the Client's discretion; and
  - 4.3.4 before the relevant Services commence the Client shall (i) ensure any Indirect Client is aware of, and accepts the Services on the basis of, the Contract, (ii) as relevant, procure the compliance by any Indirect Client with the terms of the Contract as if it were the Client (including, in particular, clauses **4.1.1, 4.1.8, 4.1.12, 4.2, 6.1, and 7**), (iii) as regards data protection, ensure that the Indirect Client is aware that, where the Indirect Client is a controller, any provisions in the Contract relating to the Client as a controller, particularly those set out in clause **11**, shall be construed as if they were directly applicable between the Indirect Client as the controller and Amicis Group as the processor and (iv) be responsible for any breaches of the Contract by Indirect Clients as if they were its own (and any act or omission of any Indirect Client shall be deemed to be the act or omission of the Client).

- 4.4 Given Amicis Group has no direct relationship with an Indirect Client in relation to the Services we expect the Client to raise any concerns or claims on behalf of Indirect Clients; accordingly the parties agree:
- 4.4.1 the Client will bring any legal action, suit, claim or proceeding which an Indirect Client would otherwise have if it were a party to the Contract (each an "Indirect Client Claim") directly against Amicis Group on behalf of such Indirect Client. Subject to the remainder of this clause **4.4.1, and clauses 4.2 and 4.3**, for the purpose of any such Indirect Client Claim brought directly against Amicis Group on behalf of an Affiliate, losses suffered by such Indirect Client shall (if proven) be deemed losses suffered by the Client and shall be deemed recoverable against Amicis Group;
  - 4.4.2 the limitations and exclusions of liability contained in the Contract shall apply in aggregate to any claims brought by or on behalf of the Client and/or any Indirect Client, which claims shall not give rise to any increase in or multiplication of any cap placed upon Amicis Group's liability; and
  - 4.4.3 the Client shall indemnify, keep indemnified and hold harmless Amicis Group, its Affiliates and its and their officers, employees, agents, contractors and subcontractors in full and on demand from and against any and all losses, damages, fines, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature (including negligence, tort, breach of contract and breach of statutory duty) suffered, incurred or sustained by Amicis Group (or its Affiliates) as a result of any claim or action brought against Amicis Group or its Affiliates by or in connection with an Indirect Client other than in accordance with clause 4.4.1.

## 5 FEES AND PAYMENT

- 5.1 Unless otherwise agreed in the Statement of Work or the Service-specific Schedule, the Fees payable under this Contract shall be invoiced on the acceptance of the signed Statement of Work, whether signed physically or digitally, or the commencement of the Services, whichever is the earlier.
- 5.2 Invoices are due for payment within 30 days of the date of the invoice. All payments due under this Contract shall become due immediately upon termination of this Contract despite any other provision in this Contract. All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.
- 5.3 Amicis Group shall be entitled to interest on any payment not paid when properly due pursuant to the terms of these conditions, calculated from day to day at a rate per annum equal to 3% above the Bank of England base rate and payable from the day after the date on which payment was due up to and including the date of payment (whether before or after judgment).
- 5.4 All sums under the Contract are, unless otherwise stated, exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums and shall be payable in addition to such sums, at the rate from time to time prescribed by law on delivery of a valid VAT invoice.
- 5.5 Upon confirmation by Amicis Group in writing to the Client of the Start Date, Amicis Group will immediately start to allocate resources and facilities and commit to third party expenditure to fulfil its contractual commitments. Amicis Group may at its absolute discretion allow the Services to be re-scheduled or cancelled, but if it does so allow, the Client agrees that it will be committed to paying Amicis Group a proportion of the Fees as genuinely pre-estimated liquidated damages to reflect the losses which it will incur as a result of such cancellation or re-scheduling, as follows:

- 5.5.1 cancellation or re-schedule request within 120 hours of the agreed start date and where Amicis Group is unable to utilise the committed resources up to 100% of the Fees will be payable;
- 5.5.2 this applies to each delay separately. Where Amicis Group permits a re-booking, in addition to the proportion of the Fees incurred above, the full Fees will also be payable for the Services as re-booked;
- 5.5.3 cancellation of a monthly paid service after the agreed start date and where Amicis Group has already committed resources and delivered service 100% of the balance of the Fees will become payable immediately.

## 6 CONFIDENTIALITY

- 6.1 Either Party (the “**Disclosing Party**”) may from time to time disclose Confidential Information (as defined below) to the other Party (the “**Recipient**”). As used herein, “**Confidential Information**” shall mean information that is disclosed by the Disclosing Party to the Recipient which is identified or reasonably understood to be confidential or proprietary, including but not limited to the following:
  - 6.1.1 all information, data, reports, analyses, compilations, records, notes, summaries, discussions, studies, sketches, graphs, designs, photographs, drawings, and other materials (in whatever form or media maintained) containing or reflecting information relating to a Disclosing Party, assets, liabilities, properties, accounts, financial information, budgets, operations, marketing studies, plans and materials, services, products, processes, trade secrets, intellectual property or other proprietary rights, know-how, concepts, ideas, inventions, discoveries, research and development, business plans, models or strategies, manufacturing or distribution methods, processes or systems, software and related documentation, object code, source code, database technologies, systems, structures, architectures, clients, client lists, vendors, suppliers, advertisers, personnel, training techniques, pricing, and other proprietary information that may hereafter be disclosed, provided, or made available to Recipient or its Representatives (as defined below) or of which Recipient or its Representatives otherwise become aware or gain access or possession; (b) all data, reports, analysis, compilations, extracts, summaries, writings, studies, interpretations, forecasts, records, or other materials (whether documentary, electronic, or otherwise) prepared by or on behalf of the Disclosing Party or any of its Representatives, that relate to, are based on, or contain any of the information listed in (a) above or that reflect a summary or review or evaluation of any of the business, plans, operations, data, documents or clients and advertisers of the Disclosing Party;
  - 6.1.2 the existence of any discussions or negotiations between the Parties; and/or
  - 6.1.3 any other information which is marked or expressly designated as “**Confidential**” by the Disclosing Party or its Representatives or, by reason of its nature, would reasonably be concluded to be of a confidential nature. The term Confidential Information shall not include any information that:
    - i. is or becomes generally available to the public other than as a result of a breach of this Agreement by Recipient or its Representatives;
    - ii. was known by the Recipient or its Representatives without restriction on use or disclosure prior to the date of this Agreement (except for any information provided to it by the Disclosing Party in contemplation of this Agreement);
    - iii. is subsequently disclosed by a third party not under any confidentiality obligation to the Disclosing Party;

- iv. is developed independently by the Recipient without reliance on the Disclosing Party's Confidential Information; or
  - v. is otherwise approved by written authorisation from the Disclosing Party. **"Representatives"** shall mean directors, officers, employees, contractors, agents, legal and accounting advisers, and entities controlled by the Receiving Party.
- 6.2 The Recipient shall use, and ensure that its Representatives use, reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.
- 6.3 **Exceptions.** If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall:
- 6.3.1 to the extent legally permissible, provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section; and
  - 6.3.2 disclose only the portion of Confidential Information that it is legally required to produce. If a protective order or other remedy is not obtained or the Disclosing Party waives compliance, the Recipient shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.
- 6.4 Upon termination of this Agreement or at the written request by the Disclosing Party, the Recipient shall return all copies of Confidential Information in its possession or certify in writing to the Disclosing Party that its Confidential Information has been destroyed. This Section shall survive any termination, cancellation, or expiration of this Agreement.

## 7 INTELLECTUAL PROPERTY RIGHT

- 7.1 Ownership of all Intellectual Property Rights in the System remains at all times with the Client and/or its IT service provider or other third-party supplier. For the avoidance of doubt, all Intellectual Property Rights in the materials used by Amicis Group to carry out the Services remain vested in Amicis Group or any relevant third party owners.
- 7.2 All Intellectual Property Rights in the results of any monitoring or testing shall belong to the Client.
- 7.3 Copyright in any Monitoring or Test Report shall also remain with Amicis Group, but Amicis Group consents to the following:
- 7.3.1 the Client disclosing a complete and unmodified report to any third parties which have a legitimate requirement to access the report to support the Client such as a regulatory body, insurer or the Client's IT service provider, provided they are not a direct competitor of Amicis Group; and
  - 7.3.2 a summary of some or all of any Amicis authored report (redacted where considered necessary by Amicis Group), with Amicis Group's written consent (such consent not to be unreasonably withheld, delayed or caveated).



## 8 LIABILITY

- 8.1 This clause 8 prevails over all other clauses and sets forth the entire Liability of Amicis Group and its Affiliates, howsoever arising, in connection with the Contract subject only to terms contained in the Service-Specific Schedules which may contain additional exclusions from Amicis Group's liability which shall apply as set out therein. The limitations of Liability under this clause 8 have effect in relation to both any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any terms of the Contract.
- 8.2 Nothing in this clause 8 excludes or limits the liability of Amicis Group or the Client for fraudulent misrepresentation or for death or personal injury caused by Amicis Group's negligence. Save as aforesaid the following provisions set out the entire financial liability of Amicis Group (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client, its ISP or any third party supplier of the System to the Client.
- 8.3 Amicis Group shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any material or instruction supplied by the Client which are incomplete, incorrect, inaccurate, illegible or defective in any other way. Amicis Group should highlight to the Client any known errors.
- 8.4 Amicis Group shall not be liable for any loss or damage caused to either the Client, its IT service provider or other third party supplier of the System either jointly or severally except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Amicis Group, its employees, agents or sub-contractors in performing the Services.
- 8.5 Except as provided for in clause 8.2 and subject to any exclusions in the Service-specific Schedules, Amicis Group's total liability in respect of all claims arising under or by virtue of this Contract, or in connection with the performance of this Contract, shall not exceed one hundred and twenty-five percent (125%) of the Fees paid under the Contract as at the date such liability arose.
- 8.6 The Client's total liability in respect of all claims arising under or by virtue of this Contract or in connection with the performance of this Contract shall not exceed the amount of 125% of the Fees paid under the Contract as at the date such liability arose.
- 8.7 Amicis Group and the Client shall not be liable to each other for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused which arise out of or in connection with this Contract even if such loss was reasonably foreseeable.
- 8.8 Subject to Amicis Group's obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Contract, the Client accepts and acknowledges that all Services performed by Amicis Group reflect the state of the Client's systems, software, data, processes and infrastructure, as relevant to the delivered Services, as at the date the Services are provided. The nature of the Services, therefore, mean that any results provided may not be exhaustive and the Client, therefore, further acknowledges that the Services reflect the level of information reasonably available to Amicis Group at the point of performing the Services. As such, Amicis Group does not warrant nor guarantee the accuracy of the Services beyond the date they were performed, nor does Amicis Group represent, warrant or guarantee that any findings or conclusions contained in the delivered Services are exhaustive.

## 9 TERMINATION

- 9.1 Amicis Group, behaving reasonably, reserves the right to withdraw or delay from Services by providing 5 working days' notice, if, in its opinion, information required from the Client, its IT

service provider or any other third party for satisfactory completion of the Services and requested by Amicis Group in writing, is either not provided or, if provided, is inaccurate or inadequate. The Client shall be liable for any reasonable fee and expenses incurred up to and including the date of withdrawal.

9.2 Amicis Group may terminate the Contract 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.

9.3 Either party may at any time terminate the Contract by giving written notice to the other if:

9.3.1 the other breaches any condition; or

9.3.2 subject to clause 9.3.1 above, the other commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within twenty-eight (28) days after being required by written notice from the other party to do so; or

9.3.3 the other party stops trading, is unable to pay its debts and/or an Insolvency Situation arises.

9.4 Additional rights of termination may be set out in the relevant Service-Specific Module or Statement of Works, in which case such additional rights will apply in addition to those set out in this clause 9.

9.5 Without prejudice to clauses 3.2 and 5 or the terms of any Service-Specific Schedule or Statement of Work, the Client shall be liable for any Fees and Cancellation Fees 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.

9.6 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any material breach of these Conditions 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 in an Event of Insolvency.

## 10 EXCLUSION OF THIRD PARTY RIGHTS

10.1 A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

## 11 DATA PROTECTION

11.1 The terms 'controller', 'processor', 'data subject', 'personal data breach', 'processing' and 'appropriate technical and organisational measures' are as defined in the Data Protection Legislation.

11.2 The parties hereby acknowledge and agree that the type of Services delivered will determine who is the controller and processor. In respect of Indirect Clients, the Client's attention is drawn to clause 4.3.4.

11.3 While providing the Services, Amicis Group may obtain Personal Data from the Client. The Client confirms that it has obtained all consents required from data subjects to enable such Personal Data to be disclosed to Amicis Group and made all necessary registrations and notifications in accordance with applicable Data Protection Laws to enable Amicis Group to carry out the Services and the Client will ensure the same are kept accurate and up to date.

- 11.4 In respect of any Personal Data held or processed by Amicis Group as a result of or pursuant to these Conditions, Amicis Group represents to the Client that it has made all necessary registrations and notifications in accordance with applicable Data Protection Laws and that it will ensure that the same are kept accurate and up to date during the term of the agreement.
- 11.5 In addition to and notwithstanding any other right or obligation arising under these Conditions, Amicis Group (and shall ensure that its Personnel shall):
- 11.5.1 implement appropriate technical and organisational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident").
  - 11.5.2 use the Personal Data obtained as a result of these Conditions only for the purposes of fulfilling its obligations under these Conditions and not disclose Personal Data without the written authority of the Client;
  - 11.5.3 comply with the express instructions or directions of the Client from time to time in connection with the use of such Personal Data and the requirements of any Data Protection Laws and such Personal Data shall be treated as Confidential Information of the Client for the purposes of these Conditions;
  - 11.5.4 not do or omit to do anything which causes the Client to breach any Data Protection Laws or contravene the terms of any registration, notification or authorisation under any Data Protection Laws of the Client; and
  - 11.5.5 not transfer Personal Data which has been obtained by or made available to Amicis Group to any country outside the European Economic Area without the prior written consent of the Client.
- 11.6 Amicis Group shall not subcontract any processing of the Personal Data to a third-party subcontractor without the prior written consent of the Client. If the Client refuses to consent to Amicis Group's appointment of a third-party subcontractor on reasonable grounds relating to the protection of the Personal Data, then Amicis Group will not appoint the subcontractor.
- 11.7 If Amicis Group believes or becomes aware that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Client as soon as reasonably practicable and provide the Client with all such reasonable assistance at the Client's cost as the Client may reasonably require in order to conduct a data protection impact assessment.
- 11.8 Amicis Group will (and will ensure that its Personnel will) without undue delay notify the Client if it becomes aware of a Security Incident or if lawfully able that a disclosure of Personal Data may be required by law, or if it receives a request from an individual to access their Personal Data or to cease or not begin processing (or to rectify, block, erase or destroy Personal Data), or if it receives any communication from the Office of the Information Commissioner or similar authority relating to the Personal Data. Amicis Group shall provide all such timely information and cooperation as the Client may reasonably require in order for the Client to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Data Protection Laws. Amicis Group shall further take all such measures and actions as are technically practicable and within its control to remedy or mitigate the effects of the Security Incident and shall keep the Client up-to-date about all developments in connection with the Security Incident.

## 12 FORCE MAJEURE

- 12.1 Neither party to the Contract shall be deemed to be in breach of these conditions or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations to the extent that the same is caused by Force Majeure. In the event the Force

Majeure continues for a continuous period in excess of thirty (30) working days, either party shall be entitled to give notice in writing to the other party.

## 13 ANTI-BRIBERY AND MODERN SLAVERY

13.1 Both parties will comply with all applicable Anti-Bribery Laws in force under English law.

13.2 Both parties will comply with all applicable Anti-Slavery and Human Trafficking Laws in force under English law.

## 14 NOTIFICATIONS

14.1 Amicis Group may elect to notify third party software and systems vendors of the existence of critical threats or vulnerabilities identified during the performance of testing. Amicis Group will only issue such a notification where it considers that the presence of the threat or vulnerability is so serious that action is needed to prevent harm to other users of the software or systems. Amicis Group will limit the content of any notification to the description of the threat or vulnerability to the extent that it will not identify or lead to the identification of the Client.

14.2 In all situations, Amicis Group will make no notification which breaches any of its obligations owed to the Client as described in clause 6.

## 15 RETENTION OF DATA

15.1 Amicis Group will retain all information related to the conducted work for a minimum of 2 years. This will include but not be limited to evidence of the presence or lack of presence of any issues found during the agreed stated work, all work output including the final report, any and all commercial documentation and all communication between Amicis Group and the Client.

15.2 Amicis Group will retain all information on a secure file system, limiting access to those employees only who are directly involved with the delivered work.

## 16 GENERAL

16.1 The Client shall have no authority to amend the terms and conditions of this Contract or to relieve the Client of any of its obligations under these conditions or to increase Amicis Group's obligations under these conditions or waive any of Amicis Group's rights under these terms and conditions. The Client shall have no authority to incur expenditure in the name of or an account of Amicis Group or hold themselves out as having authority to bind Amicis Group.

16.2 Amicis Group does not give any warranty or undertaking or make any representation (either express or implied) as to the completeness or accuracy of any information provided to the Client prior to this Contract which relates to or is provided in respect of these terms and conditions by or on behalf of Amicis Group.

16.3 These standard terms and conditions together with any Service-specific Schedule and/or any Consent or Authorisation Form, where applicable, and the Proposal, shall constitute the entire agreement between the Parties and supersede any previous agreement or understanding and may not be varied except in writing between the Parties and signed by their respective authorised signatories. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

16.4 Any notice sent under this Contract shall be in writing addressed to the other Party at its registered office or principal place of business or such other address as may be notified by each Party to the other time to time and will be deemed to have been received by the addressee:

- 16.4.1 if given by hand, immediately upon receipt;
  - 16.4.2 if given by overnight courier service, the first business day following dispatch;
  - 16.4.3 if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or
  - 16.4.4 if given by email, immediately upon receipt, but notices related to termination of this Agreement or any claims (including without limitation breach, warranty, or indemnity) may not be given via email except as expressly permitted in this Agreement or in an Order.
- 16.5 No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right.
- 16.6 If any provision or any part of a provision of this Contract is held by any authority to be invalid and unenforceable, the validity of the other provisions and/or the remaining part of the provision shall not be affected.
- 16.7 This Contract shall be governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.

Signed by **AMICIS GROUP LIMITED** acting by a director .....

NAME .....

DATE .....

Signed by **<Company Name>** acting by a director .....

NAME .....

DATE .....