

Terms & Conditions

1. DEFINITIONS

- 1.a. When procuring Security Services, the Client is required to sign an "Authorisation Form" by the Company;
- 1.b. The individual(s) and/or organisation(s) for whom the Company conducts Security Testing and who have signed and completed an Authorisation Form are referred to as "Client";
- 1.c. "Sencode Limited" is the "Company" (Company Reg. No. 12265595);
- 1.d. The term "Conditions" denotes the terms and conditions outlined in this agreement;
- 1.e. "Confidential Information" encompasses all tangible and intangible information explicitly designated as confidential in writing by either party, as well as information reasonably considered confidential, including but not limited to Client Systems, network architecture, internal procedures, Client Sensitive Information, and the Company's methodologies;
- 1.h. "Data protection laws" refer to: (i) Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals concerning personal data processing and free movement of such data, effective before May 25, 2018; and (ii) Regulation 2016/679 of the European Parliament and of the Council, effective from May 25, 2018, which protects natural persons regarding personal data processing;
- 1.f. "Consultant" refers to individual(s) engaged by the Company (Sencode Limited) to perform security services;

1.g. "Contract" denotes the binding agreement established by the current Proposal, the Authorisation Form, and these Terms & Conditions;

1.j. "Fees" pertain to costs incurred by the Company for providing Security Testing services, as outlined in the Proposal, and any reasonable expenses borne by the Consultant during Security Testing execution, mutually agreed upon with the Client before service provision;

1.i. "Event of Insolvency" is defined in this agreement as any of the following events concerning the Client: ceasing or threatening to cease business operations, becoming insolvent under Section 123 of the Insolvency Act 1986, being subject to any order or resolution for liquidation, administration, winding-up or dissolution (excluding solvent amalgamation or reconstruction), having an administrative or other receiver, manager, trustee, liquidator, or administrator appointed over any substantial part of its assets, entering into or proposing any composition or arrangement with its creditors, or being subject to any similar event or proceeding in any applicable jurisdiction;

1.k. "Force Majeure" refers to any circumstance preventing any Party from fulfilling some or all of its obligations under these Conditions, caused by or associated with actions, occurrences, omissions, or accidents beyond that party's reasonable control;

1.l. "Intellectual Property Rights" (IPR) include all legally protected rights such as copyrights, patents, design patents, registered designs and design rights, utility models, trademarks, service marks, applications for any of these or the right to use them, trade secrets, know-how, database rights, moral rights, confidential information, trade or business names, and any other proprietary and industrial rights protected in any jurisdiction, including any licenses related to or arising from said rights;

1.m. "Party" refers to any party to, or the parties to, this Contract;

1.n. The definition of "personal data" as employed in data protection laws;

1.o. "Proposal" denotes the document provided by the Company to the Client regarding Security Testing services, detailing the scope of work to be performed. The Client may accept some or all of the proposed services by issuing a purchase order;

1.p. "Security Testing" refers to the services outlined in the Company's Proposal provided to the Client;

1.q. "Start Date" denotes the day Security Testing commences, as confirmed in writing to the Client by the Company;

1.r. The term "System" are any technical or non-technical systems, networks, procedures, or policies that the Client requests be security assessed and are outlined in the Company's proposal to the Client and this Contract.

1.s. The report created by the company outlining the findings of the Security Testing is referred to as the "Test Report.";

1.t. The term "VAT" means Value Added Tax as defined under the Value Added Tax Act 1994.

2. COMPANY'S COMMITMENTS

2.a. The Company shall perform the Security Testing for the Client in a prompt, professional manner, exercising reasonable skill and care. The provision or completion of the Security Testing, whether in whole or in part, shall not be considered of the essence.

2.b. In the event that a Test Report is required, the Consultant shall prepare it within ten (10) working days, or as otherwise mutually agreed, following the completion of the Security Testing,

and subsequently deliver it to the Client.

2.c. While the Company will endeavour to maintain the same Consultant for the entire duration of the Security Testing, it reserves the right to make changes if necessary, and will inform the Client accordingly.

2.d. In instances where the Consultant is present on the Client's premises, the Company shall ensure that the Consultant adheres to any reasonable site regulations and procedures, provided they have been previously communicated to the Company.

3. THE CLIENT AGREES

3.a. The Client must obtain required permissions from their Internet Service Provider (ISP) or relevant third-party system provider, only when such providers host services for the Client, in order to conduct Security Testing. The Client must supply the Company with evidence of these permissions upon request. Furthermore, the Client must notify the appropriate employees about the scheduled Security Testing. If the Client fails to acquire necessary permissions or inform relevant employees, the Company shall not be held accountable for any problems or delays that may occur.

3.b. The Client must arrange a mutually convenient time for the Security Testing with the Company and inform their ISP of the agreed date, in compliance with clause 3.a.

3.c. The Client must ensure adequate system backups are in place before the commencement of the security testing.

3.d. The Client must provide suitable facilities for the Consultant, including network access and, if applicable, access to data centres, server rooms, and/or switch rooms when the Security Testing is performed at the Client's premises.

3.e. The Client is responsible for transporting the laptop or Personal Digital Assistant (PDA) to the Company's registered address for security testing and organising its return. The Client can either transport the device personally, authorise another delivery method, or collect it from the Company's registered address. In all cases, the Client assumes the risk of transportation, and the Company is not liable for any loss or damage to the device. The Client acknowledges and agrees that the laptop or PDA will not be insured by the Company during transportation to and from the Company's premises. The Client must ensure the device's safety and security during transit.

3.f. If the Client breaches clauses 3.a, 3.b, or 3.c due to a third party, the Client must compensate the Company for any direct losses resulting from the violation, provided that the Company takes measures to minimise losses and informs the Client in writing of any claims within 10 working days.

3.g. The Client must appoint at least one employee with extensive network, project management, and computer system expertise to serve as the Company's liaison with the Client.

3.h. The Client must cooperate with the Company and provide prompt access to information about its systems, network, location, property, equipment, data structures, protocols, software, hardware, and firmware when reasonably requested by the Company.

3.i. The Client must ensure the location where the security testing occurs is safe.

3.j. By signing the Authorisation Form, the Client grants the Company permission to conduct Security Testing on behalf of the Client and any affiliated group companies. The Client guarantees that they have obtained all necessary consents, permits, and permissions from relevant parties, including but not limited to employees, agents, and subcontractors, for the Company to perform the security testing (and its employees, agents, and subcontractors).

3.k. The Client agrees to implement any essential backups and provide any redundant systems deemed prudent under the circumstances. The Company will notify the Client before taking any action that could result in service or data loss. The Company will adhere to industry-accepted best practices during Security Testing and make reasonable efforts to prevent disruptions to the Client's network. However, the Client should be aware that the testing tools and techniques may temporarily disrupt their systems and/or potentially cause data loss or corruption.

3.l. The Client must immediately notify the Company if any critical business processes (e.g., batch runs) or business-critical systems require the suspension of testing during the security testing process. If necessary, and with the Client's prior approval, the Company may need to alter its testing approach based on this information.

3.m. The Client agrees that any software provided by the Company as part of the Security Testing will be used solely for legitimate purposes.

3.n. The Client acknowledges and accepts that they shall not directly or indirectly employ, solicit, or engage any employees or personnel of the Company who were introduced to or encountered by the Client in the course of performing this contract, without first obtaining the Company's express written permission. This prohibition shall remain in effect throughout the duration of the Security Testing and extend for a period of six (6) months subsequent to the completion of the Security Testing.

4. FEES AND PAYMENT

4.a. Under this Contract, the Fees shall be invoiced either upon the delivery of the Test Report or upon completion of the Security Testing if no Test Report is to be provided, subject to clause 4.b and unless otherwise agreed. Payments for all invoices must be made within 30 days from the date of the invoice. Notwithstanding any other provision in this Contract, payments due under this

Contract shall become immediately payable upon termination. No setoff, counterclaim, discount, abatement, or other forms of deduction shall be applied to any payments due under this Contract.

4.b. The Company reserves the right to charge interest on late payments in accordance with these terms, calculated daily at an annual rate of 3% above Starling Bank's base rate. Such interest shall be payable from the day following the due date of payment, inclusive of the payment date, whether before or after judgment.

4.c. Unless otherwise stated, all amounts specified under this Contract are exclusive of VAT. Any additional VAT payable in relation to such amounts shall be paid upon receipt of a valid VAT invoice and in addition to the original sums at the rate prescribed by law.

4.d. Upon accepting the order, the Company may charge the Client an amount equal to 10% of the estimated Fees for the Security Testing (the "Initial Fee"), intended to cover the costs of initiating and preparing for the Security Testing. This Initial Fee shall be deemed a contribution towards the total fees for the Security Testing.

4.e. Following the Start Date's written confirmation by the Company to the Client, the Company shall begin allocating resources and facilities, and committing to third-party expenses to fulfil its contractual obligations. The Client consents to pay the Company a pre-determined, legitimate liquidated damages fee in case of cancellation or rescheduling of the Security Testing. The fee shall be based on the losses incurred by the Company as a consequence of such cancellation or rescheduling. The Company, at its sole discretion, reserves the right to permit the rescheduling or cancellation of the Security Testing.

4.f.a. If a cancellation or rescheduling request is made within 120 hours of the Start Date, rendering the Company unable to utilise the committed resources, the full amount of the Fees shall be due; and

4.f.b. Each delay shall be subject to this independently. If the Company approves a re-booking, the total Fees, as well as the portion of the Fees already expended, must be paid for the rescheduled Security Testing.

5. CONFIDENTIALITY

5.a. Both parties commit to not disclosing any Confidential Information received from the other party, and to ensure that their employees, agents, or subcontractors also refrain from disclosing such information. Exceptions to this commitment include information that: is already in the receiving party's possession; becomes publicly known without the receiving party's violation of this agreement; is disclosed to the receiving party by a third party with a legal right to disclose it; or is otherwise legally permitted to be disclosed. If disclosure of Confidential Information is required to comply with any law, regulation, stock exchange rule, or order of a competent court, the Receiving Party shall provide the Disclosing Party with advance notice of such disclosure.

6. INTELLECTUAL PROPERTY RIGHTS

6.a. The ownership of all intellectual property rights in the System remains with the Client, its ISP, or any relevant third-party provider. The Company, or any applicable third-party owner, retains ownership of the intellectual property rights in the materials used by the Company for Security Testing purposes.

6.b. The Client retains ownership of all intellectual property rights in the test findings.

6.c. The Client is granted a non-exclusive, non-transferable licence to use and reproduce the Test Report for internal purposes only. The Company retains all ownership rights to the Test Report. Any sharing or transmission of the Test Report to a third party requires the prior consent of the Client. Consent will not be granted for sharing or transmission of the test details or report to another cybersecurity firm or similar organisation.

7. LIABILITY

7.a. This Clause 7 does not limit or exclude the Company's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation. Except for the aforementioned cases, Clause 7 sets out the Company's entire financial liability to the Client, its ISP, or any other third-party provider of the System, which includes any liability resulting from the acts or omissions of the Company's employees, agents, or subcontractors.

7.b. The Company is not liable for any loss, damage, fees, expenses, or other claims for compensation resulting from incomplete, erroneous, inaccurate, illegible, or otherwise defective materials or instructions provided by the Client. The Company is responsible for notifying the Client of any such mistakes.

7.c. The Company is not liable for any loss or damage caused to the Client, its ISP, or any other third-party supplier of the System, either jointly or separately, except in cases where such loss or damage is caused by the Company's negligence, breach of contract, or acts or omissions of its employees, agents, or subcontractors in performing the Security Testing.

7.d. The Company's total liability for any claims arising from or related to this Contract or its performance shall not exceed £20,000 in aggregate.

7.e. The Client's total liability for any claims arising from or related to this Contract or its performance shall not exceed £20,000 in aggregate.

7.f. Neither the Company nor the Client shall be liable to the other for any indirect or consequential loss or damage arising from this Contract, including, but not limited to, loss of profit, loss of business, depletion of goodwill, or any other reason, even if such loss was reasonably foreseeable.

8. TERMINATION

8.a. The Company reserves the right to withdraw from or postpone the Security Testing by providing a 5 working days' notice if, in its judgement, any requested information in writing is either not supplied or is incorrect or inadequate. The client is obliged to cover any reasonable charges and expenses incurred up until and including the date of withdrawal.

8.b. Without prejudice to any other remedies, either party may terminate the contract at any time by providing written notice to the other party if the latter breaches any material term of this agreement and fails to rectify the breach within thirty (30) days of receiving notice from the notifying party, or if an event of insolvency occurs.

9. EXCLUSION OF THIRD-PARTY RIGHTS

9.a. No provision of this contract shall be enforceable by any third party who is not a party to this contract under the Contracts (Rights of Third Parties) Act 1999.

10. DATA PROTECTION

10.a. The Company may collect Personal Data from the Client during the Security Testing. The Client confirms that all necessary consents have been obtained from data subjects, required registrations and notifications have been made in compliance with applicable Data Protection Laws, and that the provided Personal Data is accurate and up-to-date.

10.b. The Company ensures the Client that it has fulfilled all necessary registrations and notifications in accordance with applicable Data Protection Laws regarding any Personal Data that the Company holds or processes in relation to this contract, and will maintain the accuracy and timeliness of such information throughout the agreement's duration.

10.c. In addition to and without prejudice to any other right or duty arising from these Conditions, the Company (and its Personnel) shall:

10.c.i) Implement appropriate organisational and technical measures to prevent unauthorised access, loss, alteration, or disclosure of Personal Data, including accidental or unlawful destruction.

10.c.ii) Use the Personal Data collected under this contract exclusively to fulfil its obligations under the contract and not disclose such data without the Client's prior written consent.

10.c.iii) Treat the Personal Data as Confidential Information of the Client, using it only in accordance with the Client's express instructions or directions and any relevant Data Protection Laws.

10.c.iv) Refrain from taking any action or omitting any action that would breach the Client's registration, notification, or authorisation under any Data Protection Laws, or that would otherwise violate any Data Protection Laws.

10.c.v) Not transfer Personal Data received or accessible to it outside the European Economic Area without the client's prior written consent.

10.d. The Company shall not subcontract the processing of Personal Data without the Client's prior written approval. The Company shall not appoint a subcontractor if the Client has legitimate reasons relating to the protection of Personal Data to reject such authorisation.

10.e. Compliance with this Clause 10 shall not be deemed breached if the Company adheres to the Client's instructions.

10.f. The Company shall promptly inform the Client if it becomes aware or believes that processing the Client's Personal Data may significantly risk the rights and freedoms of data

subjects and shall provide reasonable assistance, at the Client's expense, to conduct a data protection impact assessment.

10.g. The Company and its employees shall promptly notify the Client in case of a security incident, a legal obligation to disclose Personal Data, a request from an individual to access, rectify, block, erase, or destroy their Personal Data, any correspondence from the Information Commissioners Office, or any similar event. The Company shall supply all necessary and timely information and assistance required by the Client to comply with applicable Data Protection Laws. Additionally, the Company shall take all technically feasible and controllable measures to mitigate the consequences of the security incident and keep the Client informed of any updates related to the security incident.

11. FORCE MAJEURE

11.a. Should a party become unable to fulfil its obligations or encounter delays due to a force majeure event, neither party shall be considered in breach of these terms nor held liable to the other party in any manner. If the force majeure event continues for a consecutive period exceeding thirty (30) working days, either party may provide written notice to the other party.

12. GENERAL

12.a. The Consultant is not authorised to alter the terms of this agreement, relieve the Client of its responsibilities under these terms, impose additional obligations on the Company under these terms, or diminish the rights of the Company under these terms. The Consultant is not permitted to make purchases on behalf of the Company, use the Company's account, or present themselves as having the capacity to bind the Company.

12.b. The Company offers no warranty, representation, or guarantee, whether explicit or implicit, concerning the comprehensiveness or accuracy of any information given to the Client before this contract or related to or provided in association with these terms and conditions by or on behalf of the Company.

12.c. This agreement, comprising the Authorisation Form, the Proposal, and these standard terms and conditions, shall dictate the entire relationship between the Parties and supersede any prior agreements or understandings. Any amendments to these terms and conditions must be mutually agreed upon in writing and signed by authorised representatives of each Party. To the fullest extent allowed by law, all other terms and conditions, whether express or implied by legislation or otherwise, are excluded. In the event of any inconsistency among the terms of these documents, the following hierarchy shall apply specifically to Security Services:

- (1) Authorisation Form;
- (2) these Terms and Conditions; and
- (3) The Project Proposal.

12.d. Any notice under this Contract must be in writing and addressed to the other Party at their registered office, place of business, or an updated address as provided by each Party to the other.

12.e. A party's failure or delay in exercising any right granted in this Contract shall not be construed as a waiver of that right.

12.f. The enforceability of this or any other provisions in this Contract shall remain intact even if a provision or a portion of it is deemed invalid or unenforceable by any authority.

12.g. This Contract shall be interpreted and enforced in accordance with the laws of England, and the Parties agree to submit to the jurisdiction of the courts of England, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.