

Terms and Conditions

These Conditions apply to the sale of Services. Please read these Conditions carefully before purchasing Services and retain a copy for your records. You accept that by purchasing Services you agree to be bound by Conditions and by ordering Services from Protection Group International Ltd. you warrant that you are legally capable of entering into binding contracts.

1. Interpretation

In these Conditions, the following definitions apply: Agreement: means these Conditions together with the Statement of Work and / or Proposal as applicable.

Charges: the charges payable by the Customer for the supply of the Services as detailed in the Statement of Work and / or Proposal.

Conditions: means the terms and conditions set out in clauses 1 to 12 (inclusive) herein including all schedules (if any) hereto and all amendments to any of them as agreed from time to time between the parties.

Customer: means such individual, corporate or unincorporated body that purchases Services from Protection Group International Ltd in accordance with the Agreement.

Customer Responsibilities: means the specific responsibilities to be undertaken by the Customer in relation to the Services, as set out in clause 4 and/or in a Statement of Work and / or proposal.

Data: shall mean data provided or made available to Protection Group International by the Customer for the purposes of delivering the Services or such data that comes into the possession of Protection Group International as a result of providing the Services and shall include Personal Data.

Data Protection Legislation: shall as the context requires include all applicable laws and regulations (including guidance and codes of practice) relating to the processing of personal data and privacy (and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation) in effect in the relevant territory(ies) from time to time.

Data Transfer Agreement means a data transfer agreement which is on terms substantially the same as the European Union Model Clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

Deliverable: means all documents, products and materials whether electronic, documentary, tangible or intangible, developed, written or prepared by Protection Group International Ltd. (or its sub- contractors or consultants) and delivered to the Customer as an output of the Services (including data, reports, specifications, and software) and as specified as a deliverable in the Statement of Work and / or Proposal.

Effective Date: shall mean the date specified in the Statement of Work and / or Proposal.

Force Majeure Event: means an event which is beyond the reasonable control of Protection Group International Ltd. including an event which falls into one or more of the following categories: strike, lockout or labour dispute (excluding, in all cases, by the employees of the party liable to effect performance or its sub- contractors or Protection Group International Ltd.); act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism; explosion or malicious damage compliance with a law or governmental order, rule, regulation or direction; accident or breakdown of plant or machinery.

Intellectual Property Rights: means (a) patents, utility models, supplementary protection certificates, petty patents, inventions (whether patentable or not), registered designs, rights in copyright (including authors' and

neighbouring or related insert "moral" rights), database rights, design rights, semiconductor topography rights, mask work rights, trade marks and service marks; and (b) all registrations or applications to register any of the items referred to in paragraph (a); and (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction.

Laws: means any applicable law, statute, bye-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation. **Protection Group International:** means Protection Group International Ltd (Registered Company Number: 07967865).

Proposal: means the proposal or quotation submitted to the Customer describing the Services between Protection Group International Ltd. and the Customer which will incorporate these Conditions.

Services: shall comprise of cyber security services (either together or in part) as more particularly described in the Statement of Work and / or Proposal.

Statement of Work: means the statement of work describing the Services between Protection Group International Ltd. and the Customer which incorporates these Conditions.

Supplier Materials: has the meaning set out in clause 4.5. In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its personal representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e) a reference to writing or written includes e-mails;
- f) if there is any conflict, ambiguity or inconsistency between the Conditions or the Statement of Work or the Proposal then the following order of precedence shall apply: firstly, the clauses of the Conditions, secondly, the schedules of the Conditions (if any), thirdly, the Statement of Work (unless the Statement of Work specifically provides that it is to take precedence over the Conditions) and fourthly, the Proposal (unless the Proposal specifically provides that it is to take precedence over the Conditions and / or Statement of Work).

2. Basis of Agreement

3. Protection Group International shall supply the Services to the Customer in accordance with the Agreement from the Effective Date. The Services described in the Statement of Work and / or Proposal shall continue to be supplied until the Services are completed in accordance with its terms unless terminated earlier in accordance with clause 10.

- 3.1. The Statement of Work and / or Proposal together with the Conditions form the Agreement. Each reference herein to an "Agreement" shall be read as referring to the Statement of Work and / or Proposal, including these Conditions.
- 3.2. For the Agreement to be valid, the Statement of Work and / or Proposal must be signed by an authorised representative of each party.
- 3.3. Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of the Statement of Work and / or Proposal by or on behalf of the parties and relating to its subject matter.
- 3.4. Each party confirms that it has not relied upon and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not that party is a party to the Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Statement of Work and / or Proposal
- 3.5. Subject to this clause, neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in these Conditions or a Statement of Work and / or Proposal. Nothing in the Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

4. Supply of Services

- 4.1. The Customer shall ensure that the Services and any Deliverables are adequate for its requirements. Protection Group International has no responsibility, and accordingly no liability, in this regard. For the avoidance of doubt, Protection Group International gives no warranty or guarantee that following completion of the Services the Customer's information technology networks or systems will be secure.
- 4.2. Protection Group International shall use its reasonable endeavours to provide the Services and Deliverables in accordance with agreed dates in the Statement of Work and / or Proposal (if any) but any such dates shall be estimates only and time for performance by Protection Group International shall not be of the essence of this agreement unless specified in a Statement of Work and/or Proposal or in agreed in writing between the parties.
- 4.3. Protection Group International shall use reasonable endeavours to observe all health and safety rules and regulations and any other applicable security requirements (where such are not in conflict with the Services) that apply at the Customer's premises and that have been communicated to it in advance of the Effective Date, provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under the Agreement.
- 4.4. Protection Group International shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and Protection Group International shall notify the Customer in any such event.
- 4.5. Protection Group International warrants that the Services shall be supplied with reasonable skill and care by appropriately experienced and qualified personnel.
- 4.6. Protection Group International shall provide the Services using suitable incident response software. Protection Group International warrants that at all times during the provision of Services that the software has been validated as being free from malicious software.
- 4.7. Following an incident Protection Group International warrants that all data will be removed by the most secure means possible according to the circumstances as agreed between Protection Group International and the Customer.

- 4.8. Protection Group International warrants that, in addition to its obligations under Clause 7 of this Agreement, it shall store, segregate and archive all data belonging to the Customer on completion of the provision of Services. The data shall be reviewed regularly. The data will be stored in a multi-layered security operations network.

5. Customer Responsibilities

- 5.1. The Customer shall comply with the obligations contained within these Conditions and those responsibilities identified as Customer Responsibilities in the Statement of Work and / or Proposal.
- 5.2. The Customer acknowledges that Protection Group International's provision of the Services is dependent upon the Customer's timely and effective performance of the Customer Responsibilities. In the event that the Customer fails to perform any of the Customer Responsibilities in a timely manner, or any of the assumptions made by Protection Group International as set out in the Statement of Work and / or Proposal prove to be inaccurate or incorrect, this may result in Protection Group International being unable to provide the Services or the Deliverables (or any part of them) in accordance with the Statement of Work and/or Proposal. In such circumstances, Protection Group International shall have no liability in respect of such failure and the Customer shall grant to Protection Group International such additional time as is necessary to provide the Services and/or the relevant Deliverable, as the case may be, and shall reimburse Protection Group International on written demand for any costs or losses sustained or incurred by Protection Group International arising directly or indirectly from a breach of this clause 4 including additional mobilisation fees and expenses necessarily incurred in excess of those quoted in the Statement of Work and / or Proposal.
- 5.3. In addition to any particular items specified in the Statement of Work and / or Proposal, the Customer shall, at no charge, provide:
- a) facilities, as required by Protection Group International;
 - b) Protection Group International and its personnel with access to the Customer's premises, office accommodation, and
 - c) Access to its employees, and any relevant consultants and ensure that such personnel co-operate fully with Protection Group International;
 - d) Protection Group International with all the information that is necessary for the performance of the Services and ensure that such information is complete, accurate and not misleading, and;
 - e) authority, for the purposes of all applicable UK and non-UK legislative provisions which includes but is not limited to the Computer Misuse Act 1990, all and any acts necessarily carried out by Protection Group International in the course of delivering the Services.
- 5.4. The Customer shall ensure it has and continues to have all licenses, consents and permissions necessary for Protection Group International to: perform the Services requested by the Customer; use all materials, including documentation, reports and data, provided to it by, or on behalf of, the Customer pursuant to the Agreement.
- 5.5. The Customer shall keep and maintain all materials, equipment, documents and other property of Protection Group International ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain Protection Group International Materials in good condition until returned to Protection Group International, and not dispose of or use Protection Group International Materials other than in accordance with Protection Group International's written instructions or authorisation.
- 5.6. At all times during the provision of the Services the Customer shall take data back-up measures. The Customer shall provide for a daily back-up process and back-up relevant data before Protection Group International performs the Services on Customer production and non-production information technology systems.

- 5.7. The Customer warrants that it has the authority to permit Protection Group International to carry out the Services and where relevant in respect of the Services includes ownership of necessary Intellectual Property Rights right to grant access to software, networks, hardware (including servers) and computer systems necessary to perform the Services.

6. Charges and Payment

- 6.1. The Charges for the Services together with expenses are as quoted to the Customer in the Statement of Work and / or Proposal. The Customer shall pay fifty percent (50%) of the Charges on signature of the Statement of Work and / or Proposal and Protection Group International shall invoice the Customer on completion of the Services for the remainder of the Charges, unless the Statement of Work and / or Proposal states otherwise.
- 6.2. The Customer shall pay each invoice submitted by Protection Group International within 14 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by Protection Group International, and time for payment shall be of the essence of the Agreement unless the Statement of Work and / or Proposal states otherwise.
- 6.3. All Charges and other sums payable under the Agreement are exclusive of VAT and all other applicable sales tax (unless the contrary is expressly stated) which shall be payable at the applicable rate subject to Protection Group International providing the Customer with such valid tax invoices or other documentation as may be required by any relevant laws.
- 6.4. Without limiting any other right or remedy of Protection Group International, if the Customer fails to make any payment due to Protection Group International under the Agreement by the due date for payment ("Due Date"), Protection Group International shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current Royal Bank of Scotland Plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.5. The Customer shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Protection Group International in order to justify withholding payment of any such amount in whole or in part.

7. Intellectual Property Rights

- 7.1. Subject to clause 6.4, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Protection Group International.
- 7.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Protection Group International obtaining a written license from the relevant licensor on such terms as will entitle Protection Group International to license such rights to the Customer.
- 7.3. All Supplier Materials are the exclusive property of Protection Group International.
- 7.4. Protection Group International assigns to the Customer the Intellectual Property Rights in the Deliverables or any part of them providing that the Customer agrees and acknowledges that Protection Group International may use the layout and format of the Deliverables in any documents, diagrams, reports, analysis, specifications and materials supplied to other customers and that all necessary rights to give effect to this clause are reserved for Protection Group International.
- 7.5. Except as expressly stated under this Agreement, neither party grants any other license of, right in nor makes any assignment of any of its Intellectual Property Rights. In particular, the Customer shall have no

rights in respect of any trade names or trademarks used by Protection Group International in relation to its Services or their associated goodwill.

8. Data Protection

8.1. If Protection Group International processes any personal data on the Customer's behalf when performing its obligations under the Agreement, the parties record their intention that the Customer shall be the data controller and Protection Group International shall be a data processor and in any such case:

- a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the relevant Customer personnel are located in order to carry out the Services and Protection Group International's other obligations under the Agreement, provided that Protection Group International shall not transfer any personal data outside of the EEA pursuant to this clause 7.1(a) unless:
 - i. there has been a European Commission finding of adequacy pursuant to Article 25(6) of the EC Data Protection Directive in respect of that country; or
 - ii. the transfer is to a data importer which is a party to a Data Transfer Agreement governing that transfer between that data importer and Customer who is the data controller of the personal data to be transferred.
- b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Protection Group International so that PGI Strontium may lawfully use, process and transfer the personal data in accordance with the Agreement on the Customer's behalf;
- c) Protection Group International shall process the data only to the extent reasonably necessary for the performance of its obligations under this Agreement and any relevant Statement of Work and in accordance with all lawful instructions and directions from the Customer; and;
- d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8.2. The Customer warrants and represents that:

- a) it is the owner of the Intellectual Property Rights in any rights licensed or to be licensed to Protection Group International under clause 7.1 and/or It has the right to license the receipt and use of the Data for the Services;
- b) the delivery of the Services will not infringe upon the rights of its employees, agents, staff or contractors as arise under relevant Data Protection Legislation or any equivalent law, rules or regulations in any jurisdiction applicable;
- c) Subject to clause 7 (Data Protection), Protection Group International is entitled to use the Data for and in relation to the provision of the Services including, without limitation:
 - i. making copies of the Data;
 - ii. accessing and viewing the Data or copies thereof;
 - iii. using the Data for the purposes of reporting to the Customer;
 - iv. storing the Data and/or copies thereof on Protection Group International's system(s) for a length of time specified in the relevant Statement of Work (or if no time is stated in the Statement of Work, as otherwise agreed in writing);
 - v. subject to any Confidentiality obligations set out in Clause 8 below, distributing the Data or copies thereof to

- vi. permitted parties including, without limitation, any of Protection Group International's subcontractors used in the provisions of the Services; and/or;
- vii. disclosing the Data or copies thereof to law enforcement agencies where the Data may comprise evidence of or relating to suspected criminal activity; and the processing of the Data or the performance of the Services under this agreement will not infringe the Intellectual Property Rights of any third party.

9. Confidentiality

9.1. A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Agreement.

9.2. The obligations of confidentiality set out in this clause shall not apply to:

- a) information which is or becomes within the public domain other than as a result of a breach of this clause;
- b) information which the Receiving Party can show to have been known by it before disclosure to it by the Disclosing Party;
- c) information which is or becomes available to a party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure from a third party who is free to divulge it;
- d) the disclosure of information required to be disclosed by Laws and/or;
- e) the disclosure of information relating to a suspected criminal act, to a law enforcement agency, where the suspected criminal act falls outside of the scope of the investigation requested by the client.

10. Limitation of Liability

10.1. Nothing in the Agreement shall limit or exclude Protection Group International's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) any other liability that cannot, as a matter of law, be limited or excluded.

10.2. Subject to clause 9.1, Protection Group International will not be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct, indirect or consequential arising out of, or in connection with, the Agreement and even if such losses and/or damages were foreseen, foreseeable or known, or Protection Group International was advised of the possibility of them in advance:

- a) economic loss;
- b) loss of actual or anticipated profits;

- c) loss of business revenue;
- d) loss of anticipated savings;
- e) loss of, damage to or corruption of data;
- f) loss of opportunity;
- g) loss of goodwill;
- h) punitive damages;
- i) losses suffered by third parties, regardless of whether such loss is direct, indirect, special or consequential, or;
- j) any indirect, special or consequential loss or damage howsoever caused.

10.3. Subject to clauses 9.1 and 9.2, Protection Group International's entire liability to the Customer under the Agreement, whether in contract, tort (including negligence) or breach of statutory duty, or otherwise, arising out of or in connection the Agreement shall not exceed the Charges.

10.4. The Customer shall indemnify, keep indemnified and hold harmless Protection Group International against all claims, demands, actions, proceedings, losses, fines, penalties, awards, liabilities, damages and expenses (including reasonable legal fees) incurred by Protection Group International, arising as a result of the Customer's use of the Services and/or Deliverables and/or as a result of any claims made against Protection Group International by third parties arising out of the Customer's use of the Services and/or Deliverables and/or the use by third parties of any outputs of the Services and/or Deliverables.

10.5. Except as set out in these Conditions or the Statement of Work and / or Proposal, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Conditions and the Statement of Work and / or Proposal.

10.6. Subject to clause 9.1, Protection Group International shall not be liable for costs, damages, losses or expenses arising due to the loss, recovery or corruption of any data occurring during the performance of the Services or any related systems downtime or re- run time, inaccurate output, business operation delays, damage or impairment to Customer information technology networks, facilities, software and/or hardware (including servers) as a result of the performance of the Services.

10.7. This clause 9 shall survive termination of the Agreement.

11. Termination

11.1. Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a Customer) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a Customer) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - e) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - f) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - i) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(b) to clause 10.1(h) (inclusive);
 - j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of
 - k) its business, or;
 - l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.2. Without limiting its other rights or remedies, Protection Group International may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment.
- 11.3. Without limiting its other rights or remedies, each party shall have the right to terminate the Agreement by giving the other party 2 months' written notice.
- 11.4. Without limiting its other rights or remedies, Protection Group International shall have the right to suspend provision of the Services under the Agreement or any other contract between the Customer and Protection Group International if the Customer becomes subject to any of the events listed in clause 10.1(b)) to clause 10.1(k), or Protection Group International reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

12. Consequences of Termination

12.1. On termination of the Agreement for any reason:

- a) The Customer shall immediately pay to Protection Group International all of Protection Group International's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Protection Group International shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- b) The Customer shall return all of Protection Group International Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Protection Group International may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- c) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry, and;
- d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. General

13.1. Force majeure: If Protection Group International is prevented from, or delayed in, performing any of its obligations under the Agreement by a Force Majeure event, then Protection Group International shall be excused from performance of, and not be liable for any delay or failure to perform for so long as the Force Majeure Event continues and to the extent that Protection Group International is so delayed or prevented. If the Force Majeure Event prevents Protection Group International from providing any of the Services for more than six weeks, Protection Group International shall, without limiting its other rights or remedies, have the right to terminate the Agreement.

13.2. Assignment and subcontracting: Protection Group International may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent. The Customer shall not, without the prior written consent of Protection Group International, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

13.3. Notices

- a) Any notice given by one party to another under the Agreement, shall be in writing, delivered by hand or by prepaid first- class or special delivery post to the address stated in a Statement of Work and / or Proposal and in all cases marked for the attention of the Managing Director in relation to Protection Group International and Company Secretary in relation to the Customer;
- b) Notices delivered by hand shall be deemed to have been served on the day of receipt (unless received after
- c) 5.30pm in which case they shall be deemed to have been served on the next Working Day). Notices sent by prepaid first-class post or special delivery shall be deemed to have been served two Working Days after the date of posting;
- d) Either party may vary its address and/or contact for notices by giving notice to the other. This notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

13.4. Waiver

- a) A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;
- b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law

13.5. Severance

- a) If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part- provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected;
- b) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6. No partnership: Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.7. Third parties: A person who is not a party to the Agreement shall not have any rights under or in connection with it.

13.8. Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by Protection Group International.

13.9. Governing law and jurisdiction: These Conditions and the Statement of Work and / or Proposal and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14. Cancellation

14.1. If the Client requires any postponement, rescheduling and/or cancellation of the Services Start Date as set out in the Proposal or agreed in writing between the parties without issuing PGI with appropriate notice, PGI International reserve the right to increase and/or invoice for the Charges despite not carrying out the Services.

14.2. Appropriate written notice is to be provided to PGI by the Client in accordance with the below notice periods:

- a) Services scoped for up to 5 days: no less than 10 Business Days' notice before the Services Start Date must be provided.
- b) Services scoped for 6 to 10 days: no less than 15 Business Days' notice before the Services Start Date must be provided.
- c) Services scoped for 11 to 25 days: no less than 18 Business Days' notice before the Services Start Date must be provided.
- d) Services scoped for more than 25 days: no less than 20 Business Days' notice before the Services Start Date must be provided.

14.3. If written notice is not provided to PGI by the Client in accordance with clause 14.2, 100% of the total Charges for the Services will be chargeable to the Client, as applicable. These costs will be payable immediately upon cancellation, rescheduling or postponement.

14.4. If the Client fails to deliver the necessary pre-requisites requested by PGI by 3 Business Days prior to the confirmed Services Start Date, PGI reserve the right to not carry out the Services but invoice for the Charges relating to the Services.

15. Service Line Specific Terms

15.1 If the Client is procuring:

- a. Cyber Essential Basic (**CEB Services**) then the provision of clauses 15.2 – 15.3 shall apply.
- b. Cyber Essential Plus (**CE+ Services** or **CE+**) then the provisions of 15.5-15.7 shall apply.

In the event of inconsistency between this clause 15 and the rest of the Agreement, then the terms set out below shall take precedence in relation to the CEB Services and/or CE+ Services.

CEB Services

15.2 For the purpose of this clause 15, the CEB Services are split into three available packages, namely:

Package	CEB Services Provided
Bronze	One (1) marking of assessment, one (1) resubmission/reattempt within five (5) working days (the “ Remediation Period ”) following a grade “More Information Required” being issued, zero (0) resubmissions/reattempt following a “Fail” grade being issued, a “Cyber Essentials Handbook” document and zero (0) hours of consultancy support.
Silver	One (1) marking of assessment, two (2) resubmission/reattempts within five (5) working days (the “ Remediation Period ”) following a grade of “Fail” or “More Information Required” being issued, a “Cyber Essentials Handbook” document and one (1) hour of ancillary consultancy support.
Gold	One (1) marking of assessment, one (1) resubmission/reattempt within ten (10) working days (the “ Remediation Period ”) following a grade of “Fail” being issued, two (2) resubmission/reattempts within five (5) working days (The “ Remediation Period ”) following a grade of “More Information Required” being issued, a “Cyber Essentials Handbook” document and two (2) hours of ancillary consultancy support.

15.3 If the Client has purchased the CEB Services, then:

a. General

PGI will invoice the Client for the CEB Services upfront. The Client will be registered on the IASME Portal to complete the questionnaire. Once the Client is registered on the IASME portal, the Client will not be entitled to a refund under any circumstances. PGI shall provide the access credentials to the IASME portal to the Client. Access to the IASME Portal will expire after six (6) months from the date in which the Client is provided access to the IASME Portal. Any access following this period will require a re-purchase of the CEB Services. PGI’s assigned Cyber Essentials Assessor will use its reasonable efforts to assess the Client’s submission as within 5 Business Days, unless a 24-hour or 48-hour fast-track SLA option has been purchased. The “**Remediation Period**” begins on the date in which the Cyber Essentials Assessor has graded and returned the Client’s submission to the Client on the IASME portal. If any additional resubmissions/re-attempts are needed before and/or after the Remediation Period, the Client will pay additional Charges of a re-purchase of the Cyber Essentials Basic assessment, unless specified otherwise within the scope of the service package purchased.

b. Service Packages and Limitations

If it is determined that an item or service is required that is not included on the relevant description of CEB Service (as set out in clause 15.2 above), then PGI reserve the right to charge the Client further fees for such additional services. PGI shall notify the Client in advance of such additional fees before incurring the same.

15.4 The Client acknowledges and accepts that under no circumstances may the Client downgrade to a lower tier package or be entitled to a refund for services not utilised.

CE+ Services

15.5 For the purpose of this clause 15, the CE+ Services are split into four available packages, namely:

Package	CEB Services Provided
Bronze	One (1) full CE+ technical assessment, two CE+ Guide documents (A technical guide and a mobile guide) and zero (0) hours of consultancy support, zero (0) retests , zero (0) vulnerability scan and zero (0) Pre-assessment Gap Analysis .
Silver	One (1) full CE+ technical assessment, two CE+ Guide documents (A technical guide and a mobile guide), three (3) hours of consultancy support, one (1) retest , zero (0) vulnerability scan and zero (0) Pre-assessment Gap Analysis .
Gold	One (1) full CE+ technical assessment, two CE+ Guide documents (A technical guide and a mobile guide), seven (7) hours of consultancy support, two (2) retests , one (1) vulnerability scan and zero (0) Pre-assessment Gap Analysis .
Platinum	One (1) full CE+ technical assessment, two CE+ Guide documents (A technical guide and a mobile guide), fourteen (14) hours of consultancy support, two (2) retests , two (4) vulnerability scans (to be completed on a quarterly cadence), one (1) Pre-assessment Gap Analysis .

15.6 If the Client has purchased CE+ Services, then:

a. General & Definitions

The Client will have a up to sixty (60) calendar days from the Cyber Essentials Basic certification date to begin their Cyber Essentials Plus audit. Once a Cyber Essentials Plus audit has commenced, the Client will have up to thirty (30) days from its commencement date to be issued a pass grade. If the Client does not obtain a valid Cyber Essentials Plus certification within ninety (90) days of their Cyber Essentials Basic certification date and would like to re-try, the Client is required to pay additional Charges of a re-purchase of Cyber Essentials Basic and Cyber Essentials Plus assessment package. PGI's Cyber Essentials Plus Auditors methodology and tools used are IASME approved and will require successful delivery of the pre-requisites as set-out by PGI's representatives. If the CE+ Services assessment scope changes during the ninety (90) day window and these changes are not IASME approved, this will include additional charges of a re-purchase of the Cyber Essentials Basic and/or Plus assessment package and will require re-assessment.

15.7 Any delays caused by the failure of the Client to successfully provide and/or comply with any pre-requisites as set out by a PGI representative will incur additional fees for postponement, rescheduling or cancellation, as outlined in clauses 14 – 14.4 of these terms. For the purpose of clause 15.5, the following words shall have their corresponding meaning:

A “**retest**” refers to a comprehensive retest of all elements that have failed to meet the CE+ passing criteria under IASME Policy during the initial full CE+ technical assessment that. Any and all retests must be performed within the thirty (30) day testing window, as outlined above. Under no circumstances will the Client be entitled to a refund if they have failed to provide PGI with the access to perform a retest within the thirty (30) day testing window which results in a “Fail” grade for the CE+ assessment.

A “**Vulnerability Scan**” (when in reference to CE+) is performed by PGI via tool approved by IASME, used to look for vulnerabilities that exist on the external and/or internal network of the environment within the scope of the CE+ technical assessment. PGI's default vulnerability scanner tool is provided by an external SaaS (Software as a Service) supplier, Qualys. PGI reserve the right to use an alternative SaaS tool for the vulnerability scans at any time, without prior notice. The Client may request that an alternative SaaS tool, however PGI reserve the right to refuse to comply with said request, for any reason.

A “**rescan**” refers to a further **Vulnerability Scan**, following a previous scan that has failed to meet the CE+ passing criteria under IASME policy. This rescan does not include any re-assessments or initial assessments of the audit scope.

A “**Pre-assessment Gap Analysis**” (when in reference to CE+) is a lite assessment performed by a qualified CE+ assessor. The assessor will review the client’s current scope of CE+ audit, identify any gaps in CE+ compliance and provide the client with a report to demonstrate any areas of non-compliance with the intention of allowing the Client to focus on the remediation those areas prior to performing the full CE+ audit.

15.8. If the Client purchased B2C Training Courses:

a. General

The Client will receive 1 training credit which shall be used towards the course purchased. The credit will provide the Client access to the training course and the applicable certificate/accreditation. If used, the credit shall expire upon course completion/delivery. If left unused, the credit shall expire after 6 calendar months from the purchase date and in this instance, PGI reserve the right to charge for the services, regardless of them being delivered/completed.

b. Service Limitations

PGI will provide a Course Calendar for the upcoming 12 months. The dates within the Calendar are subject to change. PGI reserve the right to cancel or postpone any Training Course dates, at any time. Each Training Course must have a minimum of 4 participants, trainees and/or credits used against it, before PGI can deliver the course on the scheduled date. In the event that a course cannot be delivered due to the lack of participants, trainees and/or credits used against it, PGI will provide the Client 7 working days’ notice of the course postponement via email. PGI may offer discounts and/or incentives to clients for Training services. These discounts and/or incentives are offered at the discretion of PGI. PGI reserve the right to withdraw and/or amend said discounts and/or incentives at any time, without explanation and are not liable for any commercial impact this may cause the Client.

c. Cancellation & Postponement

If the course is cancelled by PGI to due unforeseen circumstances, i.e acts of god, Trainer absence etc, PGI will notify the Client as soon as possible, but cannot guarantee a notice period. If PGI decide to cancel or postpone any scheduled course dates, PGI will offer you the option of deferring all client participants’/trainees’ credits onto the next scheduled course, or receiving a full refund. If the Client cannot attend a course that their credit has been used against for any reason, PGI require 20 working days’ written notice from the client and they will be able to defer their credit to a later course, with no finance penalty. Please note, in this circumstance, a credit can only be deferred once. Under no circumstances will the Client be entitled to a refund. If written notice is not provided by the client in accordance with the 20-working day notice period or the client subsequently cancels again, the client will be required to repurchase the course credit if they wish to attend the course at a later date. Under no circumstances will the Client be entitled to a refund.

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