



SecQuest

INFORMATION SECURITY AND DIGITAL PROTECTION

TERMS OF BUSINESS

NOVEMBER 2025

The following terms and conditions apply to security consulting services undertaken or accepted by SecQuest Information Security Ltd. All services provided by SecQuest Information Security Ltd. to our client are subject to and bound by these terms. SecQuest Information Security Ltd. must agree any modifications to the following terms and conditions in writing.

1.1 SecQuest Information Security Ltd

SecQuest Information Security Ltd. is a limited liability company incorporated in England with a registration number of 08035024. Our company's registered office is located at 9 Axiom Centre, Dorchester Road, Lytchett Minster, Dorset, BH16 6FE. Our Southampton office address is First Floor, Unit 5, Viceroy Court, Mountbatten Business Centre, Millbrook Road East, Southampton, Hampshire, SO15 1HY.

Our VAT registration number is 137 2333 31.

References in this Terms of Business document to "we", "our", "us" or "SecQuest" shall refer to SecQuest Information Security Ltd.

References in this Terms of Business document to "you", "your", "client" or "clients" shall refer to our client party to the contract. This applies directly to clients of SecQuest, or other clients where our services are subcontracted out.



1.2 The Contact between SecQuest and our client

The contract describing the services that SecQuest will perform for our client is set out in the "Statement of Work" or "Terms of Reference" document. This document forms the legally binding contract between SecQuest and our client for the provision of services.

Any discussions held by SecQuest with our client, including proposal documentation, email conversations or telephone discussions are all superseded by our issued "Statement of Work" or "Terms of Reference" documents.

The contract will not make either SecQuest or our client legal representatives of the other, nor will it create any form of partnership or venture.

Should our client decide to cancel a contract after agreeing the provision of services by signing and returning a copy of the statement of work, SecQuest will require full reimbursement for the costs of services and consultancy as well as any incidental expenses related to the provision of the services, for example but not limited to, booked travel or hotel accommodation.

1.3 Fees and Invoicing

SecQuest will invoice our client for consultancy services and related incidental expenses such as travel, hotel and sustenance costs. Expenses will be billed at cost, with no

administrative uplift or other charges. Our invoice will include a breakdown of services and fees, including expenses. We will provide copies of receipts upon request.

For client engagements outside of the UK, we use the UK HMRC guidelines on per-diem rates for consultants.

Our fee structure is calculated based on the time and expertise required to perform the requested services during our normal hours of operation. Other factors may have influence on our fees, for example emergency response or very short notice may carry a fee uplift.

Costs of specialised software or hardware tools & equipment, which are required to complete tasks as specified in the statement of work, may be passed on to our client with prior agreement.

SecQuest may adjust its fees should an engagement fall outside of the assumptions and dependencies we set out in our "Statement of Work" or "Terms of Reference" document, for example if additional complexity is introduced during the testing phase, which then requires additional time to complete. Before making any adjustments SecQuest will liaise with and agree any adjustments with our client.

We will invoice our client within ten days of the final report being delivered, and we require that our invoice be paid in line with our standard payment terms which are 30 days from the invoice sent date.

1.4 SecQuest's responsibilities to our client

Our responsibilities to our client are set out in the "Statement of Work" or "Terms of Reference" document. We will make every effort to meet project dates and our client will agree that any timetable is for planning purposes rather than forming part of any contractual agreement.

SecQuest will provide personnel with the necessary skills and expertise to complete the engagement in a competent manner.

Our personnel will comply with health and safety policies and stipulations whilst working at our client locations.

Our consultants will provide advice and recommendations based solely on the in-scope test targets as defined in the statement of work, and as such this information should only be used in the context of addressing risks or other issues associated with these test targets.

SecQuest will not be obliged to update any of our advice or recommendations for events that occur after our technical testing or consultancy services have been completed for our client.

We may however contact our client if security vulnerabilities directly relating to systems come to light after the engagement has been finalised.

1.5 Client responsibilities to SecQuest

Our client is responsible for determining if the services we offer in our "Statement of Work" or "Terms of Reference" are suitable and appropriate to address their needs. The quality and accuracy of any services provided by SecQuest will be based on the agreements and limitations set out in the "Statement of Work" or "Terms of Reference".

Our client agrees to provide us with all of the information necessary to successfully complete the engagement. Information must be supplied to SecQuest by our client relating to the current engagement as per the "Statement of Work" or "Terms of Reference".

Information previously supplied by our client for similar engagements will not be valid for the current engagement.

For "On Site" engagements, our client agrees to provide suitable office space, telecommunication and network connectivity, access to premises and support from the necessary members of client staff. In addition, our client agrees to provide security clearances where necessary, and the approval for the execution of our services by those persons authorised to provide it.

Our client agrees to pay all fees and charges as set out in the "Statement of Work" or "Terms of Reference" within the agreed time frames.

1.6 Communicating with SecQuest

For efficiency and speed of communications, SecQuest will use email for communications with our client. Where a sensitive document or other material needs to be transported, we will use our secure "NextCloud" portal.

We will take all reasonable steps to properly check both incoming email and outgoing email, files and documents for known viruses and malware. Our client agrees that they are responsible for the provision of anti-virus and anti-malware solutions to protect their own networks and infrastructure from malicious email content.

1.7 Deliverable documentation

After our technical testing services have been completed, we will analyse the data and produce a report detailing our technical findings and associated recommendations. We may send our client a draft report for comment or approval prior to issuing the final report. Our client agrees that any draft report is for information only and must therefore not be relied on for advice.

Our client also agrees that once the final report has been delivered and has been made use of, for example by acting on the recommendations, that SecQuest have met the engagement completion criteria in full.

1.8 Confidentiality of Data

SecQuest takes data confidentiality very seriously and has implemented strict data security measures to ensure that any data accrued during security testing or other consultancy activities is kept secure and is not accessible by unauthorised 3rd parties.

SecQuest uses Google email, calendar and meeting services for day-to-day communications.

SecQuest uses Lotus Domino groupware for document archives and the storage of client data and deliverables. These documents are encrypted and each have individual access control lists that permit granular access to data, for example administrative / office staff members do not have access to sensitive data. All databases containing client information are secured with strong encryption.

The nature of security testing means that a large amount of client data is usually gathered during its course. This data is required for subsequent analysis during the reporting phase. The data is stored on "full disk encrypted" drives and securely transferred via an encrypted communications link to our custom Lotus Notes client system.

Data collected during the course of this testing will not be returned to our client other than when it forms part of the deliverable documentation, such as the report.

After the deliverable has been issued and accepted, all latent data with the exception of engagement documentation and the final report will be securely deleted using techniques conforming to UK HMG Infosec Standard 5 (Enhanced).

1.9 Hours of operation

Security testing services nominally operate in normal UK business hours, between 0800 and 1800 (local time), Monday to Friday with the exception of public or national holidays.

These hours may be adjusted by prior mutual agreement between SecQuest and our client.

1.10 Intellectual Property

Our client agrees that SecQuest will retain ownership and copyright on everything we develop, create or design during the course of any consulting services or engagements. We will retain ownership and intellectual property rights to any client deliverable including written reports or verbal advice.

The fees paid to SecQuest by our client will provide a licence to use deliverable material for the purposes for which they were created during the engagement or consulting services as set out in the statement of work.

1.11 Limitation of Liability

Our client agrees that SecQuest's total liability shall be limited to and capped at the services or contract value specified in the statement of work. Should no figure exist in the statement of work, the capped liability amount is £100,000 (or equivalent in local currency).

1.12 3rd party rights

SecQuest disclaim all responsibility for any consequences should any third party rely on deliverable material, verbal or written, or other advice or information provided during an engagement by any SecQuest staff or consultants.

1.13 Making a claim against SecQuest

Our client agrees that any claims for negligence, breach of contract or duty arising in connection with the consulting services or engagement as specified in the statement of work must be made within one month of the act in question.

1.14 SecQuest's Employees

Our client agrees that during the course of any engagement, consultancy or other dealings with SecQuest not to solicit or entice away any of our employees, or to assist any other person in soliciting or enticing away SecQuest's employees. This restriction is valid for 12 months immediately after the completion of any services that SecQuest provides to our client. In addition, our client agrees not to subcontract or employ any of SecQuest's employees for the provision of services, which may be deemed to be in conflict with professional services offered by SecQuest.

In the event of a breach of these conditions relating to solicitation of employees which results in an employee leaving SecQuest, our client will agree to pay SecQuest an amount equivalent to 60% of the total salary package which reflects a fair and reasonable amount of consequential loss to SecQuest.

1.15 Freedom of Information Act 2000

SecQuest will withhold any client confidential or proprietary information requested through the UK freedom of information act 2000. SecQuest will notify our client of the request and seek permission to disclose the requested information. Likewise, our client receiving a similar request, where deliverable material supplied by SecQuest is the subject of the request, must notify us in writing that a request has been received.

1.16 Force Majeure

SecQuest or its client will not be liable for any failure to perform an engagement or to provide consulting services if the failure is to causes outside that which either SecQuest or its client has reasonable control over such as "Acts of God" (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, government or 3rd party censorship, blockage, embargo, labour dispute, strike, protest, lockout or interruption or failure of electricity, telephone or Internet service.

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