

NCC GROUP SERVICE MODULE

PHYSICAL TESTING SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to physical testing services and is to be read in conjunction with the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable unless stated otherwise herein.

2 Definitions:

“Permission Letter” shall have the meaning given to that term in clause 3.1.6.3;

“Physical Testing Services” means the testing of physical security and access control within an organisation to identify and demonstrate vulnerabilities, which may take the form of a Physical Security Assessment and/or Physical Penetration Testing as specified in the Statement of Work;

“Physical Security Assessment” means a collaborative review of the security of physical location(s) by interviewing staff, observing controls, conducting controlled scenario testing with a Client point of contact present and reviewing documentation associated with physical security operations and controls;

“Physical Penetration Testing” means assessing the security of physical location(s) by emulating real world attack methodologies including lock picking, tail gating, social manipulation, and control circumvention/undermining;

“Scheduled Days Cost” means Fees that correspond to the days scheduled by NCC Group for provision of the Physical Testing Services or the relevant Service Portion (as applicable); and

“Service Portion” means a phase, subproject, or similar portion of the total Physical Testing Services as described in the Statement of Work or otherwise agreed between the Parties.

3 Client’s Duties:

3.1 The Client agrees:

- 3.1.1 to obtain all necessary permissions and consents for the Physical Testing Services to be carried out, including permissions and consents from the Client’s landlord, insurers and other occupiers of the Site;
- 3.1.2 to carry out and provide to NCC Group prior to the Service Start Date a risk assessment of the Site and the Physical Testing Services that are to be provided, and to alert NCC Group to any significant risks or hazards in advance of it performing the Physical Testing Services;
- 3.1.3 that in the event that NCC Group or its Personnel is challenged or questioned by a third party organisation or authority, to provide to NCC Group all reasonable cooperation necessary to satisfy such third party organisation or authority that the Physical Testing Services are legitimate and have been procured by the Client;
- 3.1.4 that in relation to Physical Security Assessment it shall:
 - 3.1.4.1 provide escort to NCC Group when assessing the Site;
 - 3.1.4.2 provide to NCC Group such other reasonable cooperation and assistance, and access to the Site and people as NCC Group shall reasonably require to perform the Services;
- 3.1.5 that Physical Penetration Testing shall be conducted independently by NCC Group and NCC Group shall not be escorted when providing Physical Penetration Testing;
- 3.1.6 that in relation to Physical Penetration Testing it shall:
 - 3.1.6.1 approve the individual attack methodologies presented by NCC Group prior to the Services being scheduled;
 - 3.1.6.2 provide NCC Group with a senior point of contact within the Client who is aware of the Physical Penetration Testing; and
 - 3.1.6.3 provide NCC Group with a signed letter (the **“Permission Letter”**) to be held by the relevant NCC Group Personnel detailing their permission to conduct testing. The Permission Letter will only be presented if the NCC Group Personnel is challenged while carrying out the Physical Penetration Testing; and



- 3.1.7 to assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Physical Testing Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Agreement.

4 Cancellation and Rescheduling

- 4.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Physical Testing Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur in the event of such cancellation or rescheduling (the **"Cancellation Fee"**):
- 4.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 4.1.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 4.1.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost.
- 4.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 If the Client re-books the Physical Testing Services for another date, the Fees for the Physical Testing Services as re-booked will be payable in addition to any Cancellation Fee.