



Cyber Security – Terms & Conditions

February 2024

redcentric

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General Terms and Conditions

Version: February 2024

1. Definitions

“Redcentric”: Redcentric Solutions Limited (Company Number 8322856) whose registered office is at Central House, Beckwith Knowle, Otley Road, Harrogate, HG3 1UG **“us”** or **“we”** or **“our”**: refers to Redcentric.

“Applicable Laws”: all applicable laws, statutes, regulations and codes from time to time in force.

“Agreement”: means these General Terms and Conditions, together with any applicable Statement of Work.

“Business Day”: means 9 a.m. to 5 p.m. on a day, other than a Saturday, Sunday or public holiday in England, when banks in London are generally open for business.

“Client”: means the entity (including any partnership, company, limited liability partnership or other body corporate or un-incorporate) that has signed the Statement of Work provided by Redcentric.

“Client Affiliates”: means any entity (including any partnership, company, limited liability partnership or other body corporate or un-incorporate) (a) established or practising in any jurisdiction and authorised by the Client to describe itself as 'in association with' the Client; or (b) over which the Client exercises Control. For these purposes, **“Control”** means the possession, directly and indirectly, of the power to direct or cause the direction of the management and policies of a person, whether by contract or through the ownership of voting securities, including the ownership of more than 50% of the voting equity, partnership or similar interest in such person, and **“Controlled”** and **“Controls”** shall be construed accordingly. Any such entity shall be deemed to be an **“Affiliate”** only so long as such Control exists. The Client agrees to confirm the Affiliate status of a particular entity if requested.

“Client Group”: means the Client and Client Affiliates.

“Confidential Information”: means all information (whether written, oral or in electronic form) relating to either of the parties and/or their Affiliates (including, all information concerning the business, affairs and clients) which may be imparted in confidence or is of a confidential nature, including but not limited to:

- (a) client lists, client files, client matter files, employee lists, business plans, reports, accounts, forecasts, records, retainers, agreements and other documents relating to the commercial activity of a Party;
- (b) any processes, product information, Intellectual Property Rights, know-how, designs, trade secrets, passwords, research reports, technical information or software;
- (d) any Input Material;
- (e) Personal Data held by either Party relating to that Party and/or its clients;
- (f) the existence and terms of this Agreement;
- (g) details of a Party's business, affairs, customers, clients, suppliers, plans, intentions or market opportunities;
- (h) all information clearly designated by a Party as confidential; and
- (i) information which would be regarded on its face as confidential by a reasonable businessperson.

“Deliverables”: the deliverables set out in any Statement of Work produced by Redcentric.

“Documents”: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

“Industry Good Practice”: means using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which would be reasonably and ordinarily be expected from a skilled and experienced person engaged in the trade, industry or profession under the same or similar circumstances as Redcentric.

“Input Material”: means all Documents, information and materials provided by the Client relating to the Services, including computer programs, data, reports, branding, trademarks and specifications.

“Intellectual Property Rights”: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Representatives”: means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers.

“Service Definition” means the document that describes the relevant Service from time to time posted at <https://www.redcentricplc.com/service-definitions/>. All amendments to definitions shall comply with the terms of this Agreement. Any reference in a Service Definition to “SoW” or “Order” shall be deemed a reference to the relevant Statement of Work.

“Services”: means the services, including the Deliverables, supplied under a Statement of Work.

“Statement of Work”: means a form, signed by the parties which details the Services the parties have contracted for from time to time and which incorporates the terms of this Agreement.

“you” or “your”: refers to the Client.

Together Redcentric and the Client are the **“parties”** or individually a **“party”**.

2. When these terms and conditions apply

The following terms and conditions of business apply to engagements accepted by Redcentric.

No addition to, variation of, exclusion or attempted exclusion of any term of the Agreement shall be binding on either party unless in writing and signed by a duly authorised representative of each party.

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

If there is any conflict between the terms set out in a Statement of Work and any of the General Terms and Conditions and the Service Definitions, the Statement of Work will take precedence. If there is any conflict between the General Terms and Conditions and the Service Definitions, the Service Definitions will take precedence.

3. Our fees, invoicing and payment arrangements

Unless otherwise agreed in writing, our fees will be based on the total figure quoted within each Statement of Work. We will also charge for any reasonable disbursements incurred during the

engagement and we will add VAT to charges and disbursements (where applicable). If delays or other unanticipated problems which are beyond our control occur, this may result in additional fees for which invoices will be raised. Where delays or other unanticipated problems which are beyond our control occur, we shall promptly notify you in writing together with details and the estimated impact of such problems and take all steps to mitigate the impact of such problems on the services. Any additional fees shall be agreed with you in writing in advance.

- 3.1. We will be entitled to submit invoices for Services provided and disbursements incurred on submission of the Deliverables as agreed within the Statement of Work. Invoices are to be settled within 30 days of submission unless agreed in advance and documented within the Statement of Work.
- 3.2. Where payment of an invoice issued by Redcentric is not made within the 30 days payment terms Redcentric shall be entitled to claim an additional charge from you for any consolidated overdue payments, (where such payment is not under dispute) at 3% of the total charge.
- 3.3. Where payment is not made, or partly withheld, within the payment terms of an invoice which Redcentric has issued for Services provided and disbursements, without reasonable cause Redcentric is entitled to pursue legal action against you to recover the charges in the invoice and any additional charges, detailed above, due to Redcentric.

4. Abort Fees

- 4.1. In the event that you terminate or delay a Service or part of a Service within one week of the agreed start date (without prior notice to us) an invoice will be submitted for an amount equal to 50% of the total figure quoted in the applicable Statement of Work for the Service or part thereof effected by the termination or delay.
- 4.2. In the event that you terminate or delay a Service or part of a Service within 48 hours of the agreed start date (without prior notice to us) an invoice will be submitted for an amount equal to 75% of the total figure quoted in the applicable Statement of Work for the Service or part thereof effected by the termination or delay.

5. Our responsibilities to you

- 5.1. We will provide the Services described in a Statement of Work in accordance with Industry Good Practice. The nature and content of any advice we provide will necessarily reflect the specific scope and limitations of our engagement, the amount and accuracy of information provided to us and the time-scale within which the advice is required. If you ask us to provide our advice in an abbreviated format or time-scale, you accept that you will not receive all the information you would have done had we provided a full written report or had been able to perform the work without an abbreviated time-scale;
- 5.2. We are providing specific advice only for this engagement and for no other purpose and we disclaim any responsibility for the use of our advice for a different purpose or in a different context.
- 5.3. We shall be under no obligation to update any advice for events occurring after the advice has been accepted by the Client as final form.
- 5.4. We shall:
 - 5.4.1. allocate sufficient resources to the Services to enable it to comply with the obligations of this Agreement and any other agreement made between the Parties for the supply of the Services;
 - 5.4.2. co-operate with the Client in all matters relating to the Services and comply with any reasonable requests or instructions which may be made from time to time by the Client;
 - 5.4.3. observe and comply with all regulatory requirements which are in force from time to time in Redcentric's industry, trade or profession;
 - 5.4.4. before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences, consents and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in this Agreement;

- 5.4.5. not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business;
- 5.4.6. ensure that all of Redcentric's employees involved in the provision of the Services are provided with training on their confidentiality and data protection obligations; and
- 5.4.7. comply with all Applicable Laws.

6. Your responsibilities to us

In order to enable us to fulfil our responsibilities you agree on request, to provide us with complete, accurate and timely information and to carry out any obligations as documented within the Statement of Work and these General Terms and Conditions. You agree that any commercial decisions that you make, are not within the scope of our duty of care and in taking such decisions you must take into account the restrictions on the scope of our work and other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware from sources other than our work.

7. Confidentiality

- 7.1. The reports, letters, information and advice we provide to you as part of the Services are given in confidence solely for the purpose of the Services and are provided on the condition that you undertake not to disclose these, or any other Confidential Information made available to you by us during the course of this Agreement, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without our prior written consent. We disclaim all responsibility for any consequence whatsoever should any such third party rely upon any report, letter, information or advice without our first having given our written consent that such third party may do so.
- 7.2. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - 7.2.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 7.2.2. was in the other party's lawful possession before the disclosure;
 - 7.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 7.2.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 7.3. Each party shall hold the other's Confidential Information in strict confidence, not use the other's Confidential Information for any purpose other than the implementation of this agreement and, subject to clause 7.5 and clause 7.7, not make the other's Confidential Information available to any third party.
- 7.4. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by itself or its Representatives in violation of the terms of this Agreement.
- 7.5. Without prejudice to the other rights in this Agreement, in the event of an unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through a disclosure, the party shall (as soon as it becomes aware of the same) notify the other party, of such unauthorised disclosure and use all reasonable endeavours to assist the other party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.
- 7.6. A party may disclose the Confidential Information of the other party to such of the disclosing party's Representatives as need to know it for the purpose of discharging the disclosing party's obligations under this agreement, provided that such Representatives are subject to obligations of confidentiality corresponding to those which bind the disclosing party.
- 7.7. A party may disclose Confidential Information of the other party to the extent such Confidential Information is required to be disclosed by law,, by any listing authority or stock exchange which

its shares or those of any of its group companies and/or Affiliates are listed or traded, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. To the extent it is legally permitted to do so, the disclosing party shall give the other party as much notice of such disclosure as possible. Where notice of disclosure is not prohibited and is given in accordance with this clause 7.7, the disclosing party shall take into account the reasonable requests of the other party in relation to the content of such disclosure.

- 7.8. All materials, equipment and tools, drawings, specifications and data supplied by Redcentric to the Client shall at all times be and remain the exclusive property of Redcentric but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to Redcentric and shall not be disposed of or used other than in accordance with Redcentric's written instructions or authorisation.
- 7.9. All materials, equipment and tools, drawings, specifications and data supplied by the Client to Redcentric shall at all times be and remain the exclusive property of the Client but shall be held by Redcentric in safe custody at its own risk and maintained and kept in good condition by Redcentric until returned to the Client and shall not be disposed of or used other than in accordance with the Client's written instructions or authorisation.
- 7.10. Should Redcentric obtain access to any of Client Group's Confidential Information whilst providing the penetration testing element of the Services, Redcentric shall not retain any such information. Where Redcentric needs to demonstrate that it was able to access such Confidential Information in a report to the Client, it shall do so in a manner in which any Personal Data or any information that might identify a client of the Client Group, or client matter for a client of the Client Group, is redacted.
- 7.11. The above provision of this clause 7 shall survive termination of the Agreement, however arising.

8. Intellectual property rights

- 8.1. We retain all ownership, copyright and other intellectual property rights in everything developed, designed or created by us before the course of this Agreement including systems, methodologies, software, know-how and working papers. Copyright and other intellectual property rights in all reports, written advice or other materials created exclusively under this Agreement shall be assigned to the Client with full title guarantee.
- 8.2. All Input Materials and Data supplied by the Client or any member of the Client Group to Redcentric shall, at all times, be and remain as between the Client and Redcentric the exclusive property of the Client but shall be held by Redcentric in safe custody at its own risk and maintained and kept in good condition by Redcentric until returned to the Client. They shall not be disposed of or used other than in accordance with this Agreement or the Client's written instructions or authorisation.

9. Health and safety

We acknowledge our statutory responsibility to co-operate with your health and safety requirements, provided we are given notice of these. Whilst on your premises our staff, agents and sub-contractors shall be afforded by you the same protection for health and safety purposes as is due to your employees. If we are required by you to enter the premises of a third party you will use reasonable efforts to ensure that the third party also affords such protection to our staff, agents and subcontractors as is due to its employees.

10. Liability and insurance

- 10.1. Subject to the other provisions of this clause 10, the total aggregate liability of each party to the other for any and all claims by the other in connection with the provision of the Services or otherwise arising out of or in connection with the Services or this Agreement during any 12 (twelve) month period (and whether the claims arise from breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise) shall be limited to the amount of fees paid or payable by the Client for the provision of the Services during the then immediately preceding 12 (twelve) months, subject in every case to a maximum amount of £1,000,000 if that sum is lower than the amount that would otherwise apply for the preceding 12 (twelve) months.

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- 10.2. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.3. Nothing in this clause 10 shall limit the Client's payment obligations under this Agreement.
- 10.4. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- 10.4.1. death or personal injury caused by negligence;
 - 10.4.2. fraud or fraudulent misrepresentation; and
 - 10.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.5. Subject to clause 10.2, and clause 10.4, our total liability to you for all loss or damage to tangible property shall not exceed £1,000,000.
- 10.6. Subject clause 10.2, clause 10.3 and clause 10.4, this clause 10.6 sets out the types of loss that are wholly excluded:
- 10.6.1. loss of profits.
 - 10.6.2. loss of sales or business.
 - 10.6.3. loss of agreements or contracts.
 - 10.6.4. loss of anticipated savings.
 - 10.6.5. loss of use or corruption of software, data or information.
 - 10.6.6. loss of or damage to goodwill; and
 - 10.6.7. indirect or consequential loss.
- 10.7. This clause 10 shall survive termination of the Agreement.

11. Data Protection

- 11.1. In this clause 11, the following definitions apply:

“Authority”: any public authority responsible for monitoring the application of the Data Protection Legislation in a country in which a member of the Client Group is established.

“Data Protection Legislation”: means all laws and regulations relating to the Processing of Personal Data as may be in force from time-to-time, including (but not limited to), UK General Data Protection Regulation, the Data Protection Act 2018 and the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

“Controller”: means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Subject”: means an identified or identifiable natural person and, to the extent South African data protection legislation applies (in the event of Microsoft Sentinel deployment), it also means an identifiable, existing juristic person. An identifiable natural person is one who can be identified, directly or indirectly – for example, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“EEA”: means the European Economic Area.

“Personal Data”: means any information or data that relates to a Data Subject together with any other data considered to be personal data as defined under applicable privacy laws.

“Personal Data Breach”: means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

“Processing”: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly.

“Processor”: means a person which Processes Personal Data on behalf of a Controller.

11.2. Each Party shall comply with its respective obligations under the Data Protection Legislation.

11.3. Where and to the extent that Redcentric Processes any Personal Data on behalf of the Client Group under this Agreement, the Client or the relevant member of the Client Group: (i) shall be the Controller and Redcentric shall be the Processor in respect of all and such Personal Data; and (ii) alone shall determine the purposes for which and the manner in which Personal Data will be processed by Redcentric on behalf of it under this Agreement. Further, where Redcentric is a Processor, Redcentric shall:

11.3.1. comply with the particulars of processing agreed in each Statement of Work, including Schedule 1 of these General Terms and Conditions and any relevant Service Definition;

11.3.2. Process the Personal Data in accordance with this Agreement and any written instructions given by the Client from time to time, and only on behalf of the relevant member of the Client Group in the context of its direct business relationship with such member;

11.3.3. taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subject, implement appropriate technical and organisational measures which are sufficient to comply with the obligations placed on the Client Group by the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation;

11.3.4. where Redcentric is processing Personal Data on behalf of a member of the Client Group established in the UK, not transfer or Process any Personal Data outside of the UK, nor disclose the Personal Data to any party outside the UK, without the Client's prior written consent. Where such consent is given by the member of the Client Group, Redcentric shall take such actions and enter into such written agreements as the member of the Client Group may reasonably require from time-to-time in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Legislation to which the member of the Client Group is subject;

11.3.5. where Redcentric is processing Personal Data on behalf of a member of the Client Group established in the EEA, not transfer or Process any Personal Data outside of the EEA, nor disclose the Personal Data to any party outside the EEA, without the Client's prior written consent. Where such consent is given by the member of the Client Group, Redcentric shall take such actions and enter into such written agreements as the member of the Client Group may reasonably require from time-to-time in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Legislation to which the member of the Client Group is subject;

11.3.6. where Redcentric is processing Personal Data on behalf of a member of the Client Group established outside of the EEA and the UK, not transfer or Process any Personal Data outside the country where the member of the Client Group is established, nor disclose the Personal Data to any party outside the that country, without the Client's prior written consent. Where such consent is given by the member of the Client Group, Redcentric shall take such actions and enter into such written agreements as the member of the Client Group may require from time-to-time in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Legislation to which the member of the Client Group is subject;

11.3.7. no more than once in any 12 (twelve) month period, within thirty (30) days of a request from the Client or any member of the Client Group, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Client, and members of the Client Group, and/or provide the Client with written evidence of its compliance with the requirements of this clause 11.3 and Data Protection Legislation;

11.3.8. take all reasonable steps to ensure the reliability of any of its employees, consultants, contractors and agents who will have access to any Personal Data ("**Personnel**"), and ensure that (i) each member of Personnel shall have entered into an appropriate contractual agreement that requires them to keep the Personal Data confidential

which are at least as onerous as those found in this Agreement and (ii) the Personnel Process the Personal Data in accordance with the provisions of this Agreement;

- 11.3.9. not sub-contract any Processing (such subcontractor being a “**Sub-Processor**”) of the Personal Data without the Client's, or any member of the Client Group's, prior written consent. In the event that the Client, or a member of Client Group consents to the appointment of a Sub-Processor then prior to engaging a Sub-processor, Redcentric shall enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on Redcentric under this Agreement. Redcentric shall remain fully liable and responsible for all acts and omissions of its Sub-processors and the acts and omissions of those employed or engaged by our Sub-processors as if they were its own. An obligation on Redcentric to do, or to refrain from doing, any act or thing shall include an obligation upon Redcentric to procure that their employees, staff and agents (including our personnel) and their Sub-processors' employees, staff and agents also do, or refrain from doing, such act or thing;
- 11.3.10. Redcentric shall provide such assistance and co-operation, as the member of the Client Group may reasonably require from time to time in relation to the Personal Data to help the member of the Client Group comply with its obligations under the Data Protection Legislation to which it is subject, including its obligations in relation to:
- 11.3.10.1. keeping Personal Data secure;
 - 11.3.10.2. dealing with Personal Data Breaches;
 - 11.3.10.3. carrying out data protection impact assessments; and
 - 11.3.10.4. dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data.

This shall include Redcentric putting in place appropriate technical and organizational measures and entering into such other written agreements as may be reasonably required by the member of the Client Group from time to time to enable the member of the Client Group to comply with the Data Protection Legislation to which it is subject;

- 11.3.11. comply with the obligations imposed on a Processor under the Data Protection Legislation;
- 11.3.12. notify the member of the Client Group promptly and in any event within twenty-four (24) hours:
- 11.3.12.1. upon becoming aware of any Personal Data Breach, and shall: (i) implement any measures necessary to restore the security of compromised Personal Data; and (ii) provide reasonable cooperation, assistance and support to the member of the Client Group, at such member's request, in the furtherance of any correction, remediation or investigation of any Personal Data Breach, the mitigation of any potential damage and/or the making of any notifications to the relevant Authorities or affected Data Subjects. Any notification under this clause 11.3.10.1 shall be made to the email address notified to Redcentric from time to time;
 - 11.3.12.2. if it is required by Applicable Law to act other than in accordance with any of the Client's instructions, provided Redcentric is not prohibited by law from so notifying the Client; or
 - 11.3.12.3. if it considers, in its opinion (acting reasonably), that any of the Client's instructions infringe any of the Data Protection Legislation;
- 11.3.13. notify the member of the Client Group promptly (and in any event within forty-eight (48) hours) following its receipt of any request, notice or complaint from a Data Subject exercising their rights under the Data Protection Legislation (a “**Data Subject Request**”) or any correspondence (whether written or verbal) from any Authorities,

and will provide the Client with all reasonable co-operation and assistance required by the Client in relation to any such Data Subject Request or Authorities correspondence. To the extent permitted by law, Redcentric shall not respond to the complaint, notice, communication or request without first consulting with the member of the Client Group;

- 11.3.14. at the member of the Client Group's option, permanently and securely delete or return to the member of the Client Group all the Personal Data promptly on the date of (i) completion of services under any Statement of Work; and (ii) termination of this Agreement or any Statement of Work, and delete any existing copies of the Personal Data and certify to the Customer in writing it has done so, save to the extent that Redcentric is required by Applicable Law to continue to process that Personal Data, to retain copies of the Personal Data by any law to which Redcentric is subject. Where Redcentric is required to retain a copy of the Personal Data by any law to which Redcentric is subject, in which case Redcentric shall promptly notify the Client, in writing, of what that Applicable Law is and shall only be permitted to process that Personal Data for the specific purpose so-notified, and all other requirements set out in this clause 11 shall continue to apply to such Personal Data notwithstanding the termination or expiry of these terms and conditions for as long as such Personal Data is processed by Redcentric. For the purposes of this clause 11.3.14 the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; Redcentric shall retain the copy only for the period it is required by such law to retain the copy, following which it shall securely delete the copy;
- 11.3.15. immediately inform the member of the Client Group if, in its opinion, Processing the Personal Data in accordance with a written instruction received from the member of the Client Group or in the performance of its obligations under this Agreement infringes Data Protection Legislation to which either the member of the Client Group or Redcentric (in its capacity as a Processor) is subject;
- 11.3.16. not disclose the Personal Data to any person except as required or permitted by this Agreement or with the member of the Client Group's prior written consent;
- 11.3.17. maintain all appropriate records of Processing carried out in respect of Personal Data in accordance with General Data Protection Regulation, UK General Data Protection Regulation and Data Protection Legislation;
- 11.4. The Client will be acting as the agent of the member of the Client Group, including when entering into the provisions of this Agreement with Redcentric;
- 11.5. Redcentric shall be entitled to rely upon any written instructions, authorisations, consents or approvals provided to it by the Client in relation to such Processing; and
- 11.6. Redcentric shall be entitled to correspond and deal directly with, and notify, the Client in relation to such Processing, rather than having to correspond and deal directly with, and notify, the member of the Client Group.
- 11.7. Each member of the Client Group shall be entitled to correspond and deal directly with, and provide written instructions directly to, Redcentric in relation to the Personal Data Redcentric Processes on behalf of it as its Processor.
- 11.8. Particulars of the Processing to be carried out by Redcentric on behalf of the Client under or in connection with this Agreement are set out in Schedule 1 (Data protection particulars).

12. Our staff

- 12.1. Each party undertakes that during this Agreement and for a period of six months following its conclusion it will not:
 - 12.1.1. solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the other party's staff with whom the party had dealings in connection with this Agreement during the 12 months immediately prior to the party's approach; or
 - 12.1.2. employ any such person or engage them in any way to provide services.

12.2. This undertaking shall not apply in respect of any member of the other party's staff who without having been previously approached directly or indirectly by the party responds to an advertisement placed by the party or on the party's behalf. In the event of a breach of the terms of this undertaking which leads to the departure of an individual, the party will pay to the other party, on demand, a sum equivalent to 20% of the total gross salary paid by us to the individual prior to his or her departure. Both parties acknowledge that this provision is a fair and reasonable term intended to be a genuine assessment of the likely consequential loss to each party.

13. Client Group

The terms of this Agreement are for the benefit of the Client Group and the Client is procuring the Services on behalf of the Client Group.

14. Authorisation – Computer Misuse Act 1990

14.1. Acceptance of the Statement of Work and/or instruction to proceed with the Services shall act as Authorisation for Redcentric employees to access the computer systems and/or networks of the Client in support of the Services. This authorisation is with particular reference to the UK Computer Misuse Act 1990 and any local applicable laws which create a criminal offence of accessing systems without authorisation or similar.

14.2. This authorisation includes the right to gain full access to systems and machines, including the introduction of code and the manipulation of data in support of the Services. The signatory to the Statement of Work confirms that they have the relevant authority to grant such authorisation on behalf of the Client for Redcentric employees to access these systems and networks and that they have informed any other relevant third parties such as hosting companies of this authorisation.

14.3. Furthermore, the Client understands and accepts that the Services will review a snapshot in time of the systems in scope. Subsequent configuration changes could result in the introduction of new vulnerabilities or a weakened security posture. Testing is representative of both Redcentric's security testing methodology and attack techniques known at the time of testing.

14.4. As such, and due to limitations within the Services, legal frameworks and time constraints, the Client acknowledges that additional security weaknesses, which could not reasonably be identified during the Services, may be present within the systems, and in no event will Redcentric, or its directors, agents or employees, be liable for any decision made, or withheld, in reliance of the information contained within the formal report.

15. Force Majeure

Neither we nor you shall be liable in any way for failure to perform, or delay in performing, our respective obligations under this Agreement if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform (to include, without limitation, acts of terrorism and health pandemics).

16. Duration

Unless otherwise agreed with you, the terms of this Agreement will apply from the commencement of our provision of the Services outlined in the Statement of Work.

17. Termination and Other Remedies

17.1. This Agreement, and any Statement of Work, may, subject to clause 5, be terminated with immediate effect by either party by notice in writing to the regular correspondence address of the other party marked for the appropriate contact. In the event of termination, fees and expenses incurred to the date of termination are payable by you. However, where work has been agreed and Redcentric has received signed authorisation, this can only be terminated by Redcentric due to a breach of contract by you (non-payment or not providing required testing prerequisites). Save unless terminated earlier in accordance with this clause, a Statement of Work shall continue in effect in accordance with its terms.

- 17.2. The provisions of these terms of business which are expressly or by implication intended to continue to apply following termination or expiry of our engagement, including for the avoidance of doubt clauses 7, 8, 10, 11, 12, 21, 22 and 27, will survive and continue to bind both parties.
- 17.3. On termination of this Agreement or any Statement of Work for any reason or upon completion of the Services under any Statement of Work, Redcentric shall:
- 17.3.1. immediately deliver to the Client all copies of information, Input Material, and Data provided by the Client, or any member of the Client Group, to Redcentric for the purposes of this Agreement;
 - 17.3.2. destroy or return to the Client, or relevant member of the Client Group, all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's Confidential Information;
 - 17.3.3. securely and permanently erase all the Client's Confidential Information from its computer systems or which is stored in electronic form; and
 - 17.3.4. certify in writing to the Client that it has complied with the requirements of this clause, provided that Redcentric may retain documents and materials containing, reflecting, incorporating, or based on the Client's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 17.4. Nothing in clause 17.3 shall require Redcentric to return or destroy any documents and materials containing or based on the Client's Confidential Information that Redcentric is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by Redcentric.

18. Conflict

In the event of any conflict between the terms of these terms and conditions and any Statement of Work, the order of priority shall be:

- 18.1. the Statement of Work;
- 18.2. these General Terms and Conditions.

19. Subcontracting

- 19.1. Redcentric shall not subcontract, novate, mortgage, charge or otherwise dispose of or create any trust in relation to any of its rights and obligations under this Agreement without the prior written consent of the Client. The details of any agreed subcontracting of the Services shall be documented in a Statement of Work.
- 19.2. Redcentric shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by its sub-contractors as if they were its own. An obligation on Redcentric to do, or to refrain from doing, any act or thing shall include an obligation upon Redcentric to procure that its employees, staff, agents and its sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing. Where Redcentric subcontracts any of the Services, it shall do so on terms that are no less onerous than those found in this Agreement.

20. Severance of terms

In the event that any of the terms of this Agreement are held to be invalid, the remainder of the terms will continue in full force and effect.

21. Entire agreement

With respect to this Agreement, a Statement of Work and these terms of business constitute the entire agreement between us and supersede all prior agreements, proposals, oral and written representations and negotiations.

22. Non-Assignment

Neither we nor you will assign or transfer, or attempt to assign or transfer, our respective rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

23. Notices

23.1. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the address specified from time to time.

23.2. Any notice or communication shall be deemed to have been received:

23.2.1. if delivered by hand, at the time the notice is left at the proper address;

23.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

23.2.3. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23.3. This clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

24. Third Party Rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Counterparts

25.1. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

25.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart in this Agreement.

25.3. No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

26. Headings

The headings in this Agreements shall not affect the interpretation of these terms.

27. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the English Courts.

Schedule 1 – Data protection particulars

Subject matter and duration of the processing	The Processing of Personal Data is necessary in the context of the business relationship between the parties. Personal Data will be Processed for the duration of the Agreement and will continue thereafter as necessary to effect any elements of the business relationship that have not been concluded or to implement the rights of any Data Subject in relation to the Personal Data.
Nature and purpose of the processing	<p>Personal Data will be sent either in electronic or physical format from Client to Redcentric and will be held on Redcentric's IT systems or in physical form. Further, Personal Data may be accessed by Redcentric whilst providing the Services (in particular the penetration testing of Client Group's systems).</p> <p>Personal Data is Processed for the purpose of providing the Services.</p>
Type of personal data being processed	<p>The types of Personal Data being Processed may include, but not be limited to:</p> <p>Personal details, e.g.: name, email address; and</p> <p>any other Personal Data which Customer provides to, or which Redcentric is able to access, in order to provide the Services.</p>
Categories of data subjects	The main categories are Client's current partners, members, officers, consultants, and employees.

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redcentric

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