

1. DEFINITIONS

1.1 In these Conditions, the following definitions apply:

Authorization Form: PTP's Authorization Form signed by the Customer to demonstrate acceptance of these Conditions and the commencement of the Contract.

Conditions: these terms and conditions.

Confidential Information: all technical or commercial know-how, specifications, inventions, processes, methods (including without limitation processes and methods adopted or used by PTP in the provision of the Services) or initiatives which are of a confidential nature and any other commercially sensitive, proprietary or confidential information which a reasonable person familiar with the parties' industries would consider to be confidential or proprietary in nature.

Contract: the contract between PTP and the Customer for the supply of Services incorporating these Conditions, the Authorization Form, the Proposal and the Order.

Customer: the purchaser of Services from PTP.

Customer Assets: as defined in the Authorization Form;

Deliverables: means the deliverables to be provided by PTP arising out of the Services described in the Proposal.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for Services as notified to PTP by email or telephone or via the PTP website.

Proposal: the description of the Services provided in writing by PTP to the Customer.

PTP: Pen Test Partners Inc, a corporation registered in New York with a place of business at 222 Broadway 22nd Floor, Suite 2525, New York NY 10038, United States and its affiliated companies from time to time

Privacy Laws: any laws relating to privacy or data protection that are applicable to the parties or the Services.

Restricted Person: any employee, contractor, consultant or personnel of either party who are materially involved in the provision of the Services.

Service Date: the date on which the Services are to be supplied by PTP to the Customer as set out in the

Authorization Form or as otherwise agreed between the parties.

Services: the cyber security services supplied by PTP to the Customer in accordance with the Contract.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services subject to and in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when PTP issues the Authorization Form and the Customer executes the Authorization Form at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of PTP which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by PTP, and any descriptions or illustrations contained in PTP's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, whether attached or incorporated into the Order or otherwise or which are implied by trade, custom, practice or course of dealing.

2.6 In the event of any conflict between these Conditions, the Authorization Form, the Proposal and the Order, the order of priority shall be (i) these Conditions; (ii) the Authorization Form; (iii) the Proposal and (iv) the Order.

2.7 PTP may recommend the use or deployment of third-party products and services. The Customer shall enter into a direct contract with the 3rd party for such products and services and the products and services shall be used and supplied in accordance with the terms and conditions agreed between the Customer and such 3rd party. PTP shall have no liability in respect of such 3rd party products and services.

3. SUPPLY OF SERVICES

3.1 PTP shall supply the Services and the Deliverables to the Customer in accordance with the Contract. PTP shall comply with all laws, including Privacy Laws in the performance of the Services. Where the Services are to be supplied at the Customer's premises, PTP shall comply with the Customer's

- health and safety policy and such other policies that are notified by the Customer to PTP.
- 3.2 PTP shall use all reasonable endeavours to meet the Service Dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 PTP shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and PTP shall notify the Customer in any such event.
- 3.4 PTP warrants to the Customer that the Services will be provided using reasonable care and skill in line with accepted industry practice and that the Services and the Deliverables shall conform to the requirements of the Contract.
- 3.5 Customer must report any deficiency in the Services to PTP in writing within 15 days of receipt of the Deliverables containing the alleged deficiency. Where PTP determines that the Services were deficient, PTP will at its option and expense remedy the Services in order that they comply with the warranty at clause 3.4 or refund amounts paid solely in relation to the defective Services. Customer shall provide PTP with a reasonable opportunity to remedy any such defect.
- 3.6 Except for the warranty at subsection 3.4, PTP makes no other warranties or representations, express or implied, including without limitation those of merchantability or fitness for purpose, noninfringement, quiet enjoyment and warranties arising out of a course of dealing or custom or usage of trade. PTP makes no warranty that all security risks, incidents, or threats will be detected or remediated by the services. PTP does not warrant (i) that the Services will meet the Customer's requirements, (ii) that the Services will serve the purposes intended by the Customer, or (iii) that the operation of the Services will be error free or uninterrupted or that any Services errors will be corrected.
- 3.7 Following completion of the Services and provided PTP has received completed copies of all documents comprising the Contract and a purchase order number, PTP shall supply the Deliverables to the Customer.
4. **CUSTOMER'S OBLIGATIONS AND WARRANTIES**
- 4.1 The Customer shall:
- (a) ensure that the terms of the Order and Authorization Form and all other information provided to PTP in connection with the Services is complete and accurate;
- (b) co-operate with PTP in all matters relating to the Services and ensure that it has in place all permissions, consents, and authorizations required in connection with the Services;
- (c) provide PTP, its employees, agents, consultants and subcontractors, with access to the Customer's premises, Customer Assets and other facilities as reasonably required by PTP and prepare the premises and Customer Assets for the supply of the Services;
- (d) provide PTP with such information and materials as PTP may reasonably require in order to supply the Services and provide the Deliverables and ensure that such information is accurate in all material respects;
- (e) ensure that PTP has the right to access any information and data, including without limitation any personally identifiable information or other data subject to Privacy Laws that are accessed by PTP in connection with the Services; and
- (f) comply with all laws, including laws relating to health and safety and where the Services are provided at the Customer's premises, to implement and adopt safety measures to ensure the health and safety of PTP's personnel.
- 4.2 In the event that the Services include penetration testing services or other services whereby PTP is required to access and/ or test the Customer's systems or assets, the Customer warrants that prior to the Service Date it shall:
- (a) configure all reactive or adaptive firewall technologies that may shun or block test activities (e.g. IDP/IPS) to exclude the PTP testing servers (as set out in the Authorization Form);
- (b) make PTP aware of all internal and external load balancing and/or virtual hosting that affects the systems or assets that are subject to the Services;
- (c) ensure that, where the Services are to be performed on systems or assets which are hosted, managed, shared or owned by a third party, it has obtained (and shall maintain) the relevant third party consent, permissions and licences for the Services prior to the date on which the Services are scheduled to be performed and ensure that where the Services are to be performed on systems or assets owned by the Customer that it has made all necessary notifications and received all necessary internal consents;
- (d) complete and sign the Authorization Form.

- 4.3 The Customer acknowledges and accepts that the provision of Services may cause disruption to the Customer Assets (including systems or assets of third parties that are linked to the Customer Assets) and the Customer shall ensure that the Customer Assets are fully and effectively backed up and resilient to the Services. PTP shall not be liable for any loss or damage caused to the Customer's (or any third party's) data, systems or assets as a result of the Services or the failure to back up systems, assets or data or to ensure system resilience.
- 4.4 The Customer represents and warrants to PTP that (i) it has all necessary power and authority to enter and perform its obligations under this Contract; and (ii) it has taken all requisite corporate and other action to approve the entering and performance of this Contract and shall provide evidence of that action on request.
- 4.5 In the event that the Customer fails to meet the requirements set out in this clause 4, PTP may suspend provision of the Services until such time as the Customer complies with its obligations and charge the Customer with reasonable cancellation costs in accordance with clause 5.3 in the event that the suspension means that the Services require to be rescheduled.

TYPE OF SERVICES	PERIOD PRIOR TO SERVICES DATE OR FOLLOWING COMMENCEMENT OF THE SERVICES
Standard Penetration Testing & Consultancy.	5 Working Days or less
Specialised Penetration Testing from Hardware or ICS Team, including non-regulated Red Teaming.	10 Working Days or less
CBEST or Regulated Team Services prior to the Service Date.	20 Working Days or less.

- 5.4 Where the Customer has purchased a specific number of days (such as for retesting) and fails to use all of those dates within a 12 month period, any unused days will be cancelled and shall not be carried forward.
- 5.5 PTP may periodically conduct credit checks on the Customer. PTP reserves the right to renegotiate terms with the Customer based on the outcome of any such credit check.
- 5.6 PTP reserves the right to charge interest on any overdue amount at the prime rate of interest (as quoted in the Wall Street Journal, Eastern edition) plus 4% from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

5. PRICE AND PAYMENT

- 5.1 The fee payable in consideration of the Services is as set out in the Proposal or as otherwise agreed in writing. PTP shall invoice the Customer for the fees on commencement of the Services, unless otherwise agreed in writing, and the Customer shall pay without any deduction or set off in accordance with agreed payment terms which if not otherwise specified shall be 30 days from the date of PTP's invoice.
- 5.2 All amounts payable by the Customer under the Contract are exclusive of sales tax which shall be payable by the Customer in addition at the prevailing rate.
- 5.3 In the event that (i) the Customer reschedules or cancels the Services within the periods specified below or following commencement of the Services; (ii) or the Contract is terminated (other than for PTP's default) or (iii) where PTP has to suspend the Services due to the customer's failure to comply with clause 4 then PTP may charge the Customer a late cancellation fee up to an amount equal to the fees that would have been paid for the cancelled or rescheduled Services.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each party shall retain ownership of their Intellectual Property Rights and other than the licence granted pursuant to clause 6.2, neither party will acquire any rights to the other party's Intellectual Property Rights.
- 6.2 Where the Deliverables are a report prepared by PTP, PTP shall retain all Intellectual Property Rights in that report subject to PTP granting the Customer a royalty free, irrevocable, worldwide licence to use any Intellectual Property Rights in that report for its internal business purposes and for the purposes of assessing, improving and reporting on its cyber security, including providing copies of the same to third party providers for the foregoing purpose.

7. CONFIDENTIALITY

Each party (**Receiving Party**) shall keep in strict confidence all Confidential Information disclosed

to it by the other party and/ or its affiliated companies (**Disclosing Party**). The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors and those of its affiliated companies as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, 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 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

- 8.1 In no event shall either party or their affiliates be liable under or in connection with the contract under any legal or equitable theory for any loss of revenue, loss of profit, business interruption or loss of services, loss of business, loss of goodwill, loss of use, loss or corruption of data, costs of procuring substitute services, downtime or for any indirect, exemplary, incidental, consequential, special or punitive damages regardless of whether such loss or damage was foreseeable;
- 8.2 Except with regard to its indemnification obligations or confidentiality obligations or, in relation to the Customer's obligation to pay fees to PTP in no event will either party's or its affiliates' collective aggregate liability under or in connection with the Contract or the services under any legal or equitable theory exceed the total amount of fees paid to PTP under the Contract.
- 8.3 PTP does not offer any implied or express guarantee that the results of the Services will mean that the Customer Assets are secure from every form of attack. Cyber security is a continually evolving matter and this cannot be guaranteed although PTP shall use reasonable skill and care in the provision of the Services in accordance with industry standards.
- 8.4 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 days of that party being notified in writing of the breach. If such breach is not remediable

then the Contract may be terminated with immediate effect on giving written notice;

- (b) the other party becomes insolvent, or unable to pay its debts, is dissolved or liquidated or takes any corporate action in connection with dissolution or liquidation, has a receiver, trustee or similar agent appointed over a material part of its property or business or seeks relief under any bankruptcy law or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject to.

- 9.2 Without limiting its other rights or remedies, each party shall, subject to clause 5.3, have the right to terminate the Contract for convenience by giving the other party not less than 5 working days written notice.

10. GENERAL

- 10.1 Assignment - PTP may at any time assign, its rights and obligations under the Contract. The Customer shall not, without the prior written consent of PTP, assign its rights or obligations under the Contract.
- 10.2 Notices - Notices under the Contract shall be deemed received and properly served 24 hours after an e-mail is sent to the email address notified by each party for such purposes or three days after the date of posting any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 10.3 Waiver - No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- 10.4 Force Majeure - Neither party shall be liable for any delay or failure in carrying out its obligations under the Contract (except any obligations to pay fees) which is attributable to any acts, events, omissions or accidents beyond the reasonable control of the party in default. In such circumstances, the impacted party shall be entitled to a reasonable extension of time for the performance of its obligations. Without limiting the foregoing, the following shall be deemed to be beyond the reasonable control of PTP, (i) disruption to or failure of Customer's networks or systems (unless caused by PTP) which means that the Services cannot properly be provided (PTP having made reasonable attempts to provide such Services); (ii) major cyber-attack or security

- breach which has an impact on other systems and networks in addition to the Customer's systems; and (iii) any failure to the Customer's electricity connections or network and internet connections.
- 10.5 Severability – If a court or other competent authority finds any provision of part provision of the Contract to be illegal, invalid or unenforceable that provision or part provision shall be deemed deleted and the remaining provisions shall continue with full force and effect.
- 10.6 Variation - No variation of the Contract shall be effective unless it is in writing and signed by each party.
- 10.7 Third Parties - A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 10.8 Non-Solicitation – During the term of the Contract and for a period of 6 months after its termination or expiry, neither party shall directly or indirectly whether for its own benefit or for the benefit of another person:
- (a) solicit, entice or induce any Restricted Person of the other party with a view to employing or engaging that Restricted Person;
 - (b) employ or engage or offer to employ a Restricted Person without the prior written consent of the other party.
- Notwithstanding the foregoing, either party may employ or engage a Restricted Person who has responded to a bona fide recruitment drive either through a recruitment agency or via publicly placed adverts.
- 10.9 Signing – The Authorization Form, these Conditions and any other document referred to in these Conditions may be executed in counterparts. Each party may evidence their signature of any of the foregoing documents by emailing an executed signature page in PDF format to the other which shall constitute an executed counterpart.
- 10.10 Relationship - nothing in the Contract is intended to, or shall be deemed to establish, any partnership or joint venture between the parties, constitute a party as an agent of the other or authorise a party to make commitments on behalf of the other.
- 10.11 Law & Jurisdiction – the Contract and all related documents, and all matters arising out of or relating to the making or performance of the Contract, is governed by and construed in accordance with the laws of the State of New York excluding its choice of law provisions and each party consents to the jurisdiction and forum of the state and federal courts of New York.
- 10.12 The parties agree that the provision of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.