

## **TRUSTMARQUE SOLUTIONS LIMITED – SECURITY TESTING SERVICES SPECIAL TERMS AND CONDITIONS**

### **1. General – Security Testing Services**

This document sets out the terms and conditions specific to the services delivered for Security Testing Services (“Services”) as covered and described within the Assignment. Our General Terms and Conditions as set out in the Assignment apply to these security testing services, and these specific terms should be read in conjunction with Our General Terms and Conditions v4.5.

### **2. Client’s Duties**

You agree:

2.1 to obtain consent from its ISP (Internet Service Provider) and any third-party suppliers of the systems and networks which You require to be security tested or security monitored and/or scanned as part of the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing (“System”) for the Services to be carried out and, when requested by Us, to provide written evidence of such consent and to notify relevant employees that the Services have been scheduled and that the employees may be monitored;

2.2 to arrange a mutually convenient time and date with Us for the performance of the Services and to inform its ISP of the date agreed with Us;

2.3 that it shall properly and fully back-up all data and copies of all computer programs and data which are held immediately prior to commencement of the Services, and which may be affected by the provision of the Services and, where appropriate, regularly perform backups during the performance of the Services, to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through provision of the Services;

2.4 to provide suitable working space for Our resources if the Services are to take place on Your premises, including a desk, network access and, where necessary to perform the Services, access to data centres, server rooms and/or switch rooms;

2.5 that should You require a laptop or personal mobile device to be security tested as part of the Services, You will deliver the laptop and/or personal mobile device to Our relevant premises and collect it from those premises at Your own risk and expense. We shall not be liable for any laptop or personal mobile device during transit to or from Your offices;

2.6 You shall assume all liability and shall indemnify, keep Us indemnified and hold harmless Our 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 Us as a result of the provision of the Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of Our breach of the Contract;

2.7 to ensure at least one employee who shall have substantial experience and knowledge of the System and will act as liaison between You and Us, responding promptly to any queries or requests for information;

2.8 to co-operate with Us and to provide it promptly with such information about the System as are reasonably required by Us;

2.9 to ensure that, where the Services are taking place on Your premises, the premises are safe. You will indemnify, keep Us indemnified and held harmless in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses (in each case whether direct, indirect or consequential) which We incur or suffer arising out of or in connection with any claim or action against Us for death and/or personal injury arising out of Your failure to provide safe premises;

2.10 that, by entering into the Assignment, You consent to Us performing the Services and confirms that You have procured, where necessary, the consent of all its third-party service providers (including ISPs), third-party software vendors and equipment owners, employees, agents and sub-contractors for Us to carry out the Services;

2.11 that, whilst We will use reasonable endeavours to avoid disruption of Your network, disruption to Your Systems and/or possible loss of or corruption to data and/or software may occur, and You agree to make back-ups pursuant to clause 2.3;

2.12 to notify Us in writing in advance or as soon as possible after becoming aware of any periods during which We should not perform the Services or should cease performing the Services due to critical business processes (such as batch runs) or if any part of the System is business critical so that We may, if necessary, with Your consent, modify its testing approach. Cancellation or rescheduling of the Services pursuant to this clause 2.12 shall be subject to the provisions of clause 6 below; and

2.13 that, where We supply any software and/or hardware as part of the Services, You shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Services and in accordance with any applicable licence terms and Our instructions provided from time to time.

### **3. Liability**

3.1 You acknowledges that there is a risk that the Services may lead to the loss or corruption of Your data and/or Personal Data affected by the Services, and that the same is an inherent risk of security testing even when performed in accordance with Good Industry Practice. You are advised to back up Your data prior to the Start Date as described in clause 2.3. Subject to clause 10.5 of the General Terms and Conditions We will not be liable for any such loss of data.

### **4. Ownership of System**

Ownership of the System and all Intellectual Property Rights in the System remain at all times with You and/or Your ISP or other third-party supplier (as applicable).

### **5. Cancellation and Rescheduling**

The Services provided under the Assignment are subject to a cancellation charges for short term cancellation or rescheduling as described in the General Terms and Conditions.

### **6. Industry Notifications**

6.1 Subject to the remainder of this clause, We may elect to notify relevant third-party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the Security Testing. We will only make such a notification where it reasonably considers that the existence of the

vulnerability should be brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that making of such notification is generally in the public interest. We will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to You or which might reasonably be expected to identify You. In all cases, We will never make such a notification in a way that would cause Us to breach its obligations owed to You regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

## **7. General – Physical Testing Services**

This document sets out the terms and conditions specific to the services delivered for Physical (Penetration) Testing Services ("Services") as covered and described within the Assignment. Our General Terms and Conditions as set out in the Assignment apply to these Services, and these specific terms should be read in conjunction with Wes General Terms and Conditions.

## **8. Client's Duties**

You agree:

- 8.1 to obtain all necessary permissions and consents for the Services to be carried out, including permissions and consents from Your landlord, insurers and other occupiers of the site or sites at or in relation to which the Services will be carried out ("Premises");
- 8.2 to carry out and provide to Us prior to the Start Date a risk assessment of the Premises and the Services that are to be provided, and to alert Us to any significant risks or hazards in advance of it performing the Services;
- 8.3 that in the event that We or Wes Consultants are challenged or questioned by a third-party organisation or authority, to provide to We all reasonable cooperation necessary to satisfy such third-party organisation or authority that the Services are legitimate and have been procured by You;
- 8.4 to ensure that the parties in collaboration shall carry out a review of the security of physical location(s) by interviewing staff, observing controls, conducting controlled scenario testing with Your nominated point of contact present and reviewing documentation associated with physical security operations and controls. In accord with this review You shall:
  - 8.4.1 provide escort to Us when assessing the Premises;
  - 8.4.2 provide to Us such other reasonable cooperation and assistance, and access to the Premises and people as We shall reasonably require to perform the Services; and
  - 8.4.3 that testing of the Services ("Penetration Testing") shall be conducted independently by Us and We shall not be escorted when providing Penetration Testing.
- 8.5 in relation to Penetration Testing You shall:
  - 8.5.1 approve the individual attack methodologies presented by Us prior to the Services being scheduled;
  - 8.5.2 provide Us with a senior point of contact who is aware of the Penetration Testing; and
  - 8.5.3 provide Us with a signed letter (the "Permission Letter") to be held by Our relevant Consultant detailing their permission to conduct testing. The Permission Letter will only be presented if the Consultant is challenged while carrying out the Physical Penetration Testing; and
- 8.6 You shall assume all liability and shall indemnify, keep indemnified and hold harmless Us and its 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 Us as a result of the provision of the Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of Our breach of the Contract.

#### **9. Cancellation and Rescheduling**

The Services provided under the Assignment are subject to a cancellation charges for short term cancellation or rescheduling as described in the General Terms and Conditions.