

Internal Audit (1st Party) Terms of Service

8 If Client or Auditee(s) wishes to change the date for the performance of the Services, it must provide BSI with at least 30 days' prior written notice of its intention to do so, failing which the Client shall be liable for the full fees of the Services, including all expenses that have been incurred including without limitation

time where reasonably necessary in the interests of BSI's business

- 4 The Client shall ensure that the Auditee(s):
 - a cooperate with BSI in all matters relating to the Services;
 - b provide in a timely manner all Audit Materials reasonably required by BSI in connection with the Services and ensure that they are accurate, complete and current;
 - c immediately notify BSI of any event which may adversely affect the outcome or continued use of any Service or which if left unattended may cause BSI to be required to comply with clause 2 above;
 - d provide responses to all relevant and reasonable enquiries of BSI at any time and provide reasonable assistance;
 - e provide access to its sites and personnel (including employees and contractors) on dates agreed with BSI at any other time for BSI's unannounced visits if so required;
 - f provide details of all health and safety rules, security and other requirements for visitors to its sites two weeks before BSI is due to enter the premises.
- 5 BSI will not investigate or confirm the truth, accuracy or completeness of any information, including Audit Materials, provided by the Auditee(s) or its contractors, and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client or Auditee(s) arising out of any incomplete or inaccurate information.
- 6 BSI shall use reasonable endeavours to meet any performance dates specified in the Agreement but any such dates shall be estimates only and time for performance by BSI shall not be of the essence under this Agreement. If BSI's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client and/or its Auditee(s), including their agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, BSI shall be entitled to an extension of time to perform its obligations under this Agreement which is equal to the delay caused. In such circumstances BSI shall have no liability in respect of such delay in the provision of the Services and shall invoice Client for any additional fees and charges incurred as a result of such delay.
- 7 Novation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the parties. In the event that BSI, acting reasonably, determines that additional effort is required

10 If in BSI's reasonable opinion Client fails to comply with any of its obligations under the Agreement, or the Client uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute, BSI may: (i) where an audit report or other document has not been issued, refuse to issue such report or document; (ii) where an audit report or other document has been issued, inform relevant third parties that the report or doc

ument that the Client will not disclose the Deliverables in a form that is amended, abridged or presented in any way other than that issued in final form by BSI. Client agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Client, whether or not disclosed with BSI's prior written consent. Apart from the foregoing, BSI reserves all rights in and to the Deliverables and no other rights to use the Deliverables are granted to the Client pursuant to this Agreement.

12 The Client (a) warrants that the receipt and use of the Audit Materials in the performance of this Agreement by BSI, its affiliates, agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and (b) shall indemnify BSI in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by BSI arising out of or in connection with any claim brought against BSI, its affiliates, its agents, subcontractors or consultants for (i) actual or alleged

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- 13 Client shall pay each invoice submitted to it by BSI within thirty (30) days of receipt of such invoice by way of electronic transfer to the account detailed on the invoice issued by BSI.
- 14 Without prejudice to any other right or remedy that it may have if the Client fails to pay BSI any sum due under this Agreement on the due date
- the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum whether before or after judgment. Interest shall accrue each day at 25% a year above the Bank of England's base rate from time to time;
 - BSI may suspend all or part of the Services until payment has been made in full; and/or
 - BSI may terminate this Agreement with immediate effect by giving the Client written notice.
- 15 All sums payable to BSI under this Agreement are exclusive of any applicable taxes and surcharges, which the Client shall in addition pay an amount equal to any applicable taxes and surcharges, and payments shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of taxes required by law).
- 16 The Client warrants and undertakes that
- it will not, and will ensure that its affiliates and their respective offices, employees, shareholders, representatives, agents or contractors ("Associated Parties") will not, commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of this Agreement or any related agreement which would cause BSI and/or its Associated Parties to be in violation of any applicable anti-bribery laws. This obligation applies, inter alia, to legitimate payments including facilitation payments to public officials or their associates, families or close friends;
 - it understands fully its own anti-bribery and anti-corruption legal obligations and shall implement adequate controls, systems and procedures to ensure its own compliance with all applicable anti-bribery laws;
 - it has not undergone and it is not undergoing any audit, review, inspection, investigation, survey or examination by any governmental authority relating to any anti-bribery laws. The Client further warrants and undertakes that there are no threatened claims, nor presently existing facts or circumstances that would constitute a reasonable basis for any future claims, under any anti-bribery laws against it;
 - it shall promptly notify BSI if it becomes aware of or has any difficulties in its anti-bribery and anti-corruption obligations that would amount to a breach of this Agreement or any applicable anti-bribery laws;
 - it is not, nor are its Associated Parties, the subject of any allegation, voluntary disclosure, prosecution or other enforcement action related to any anti-bribery laws; and
 - it will not, nor will its Associated Parties, either offer, or give, or agree to give, to any employee, representative or third party acting on behalf of BSI, and/or any public official or agent, or agree to accept from any employee, representative or third party acting on behalf of BSI, and/or a public official, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of this Agreement or any related agreement.
- 17 The Client shall promptly notify BSI if it becomes aware of or has specific suspicion of any corruption or any request or demand for
- undue financial advantage or other advantage of any kind with regard to the negotiation, conclusion or the performance of this Agreement or any related agreement.
- 18 In the event that the Auditor(s) provide any undue gifts or benefits with regard to the negotiation, conclusion or the performance of this Agreement or any related agreement, BSI may terminate this Agreement with immediate effect by giving notice to the Client.
- 19 As between the parties, the Auditor(s) shall own all right, title and interest in and to all personal data provided to BSI ("Personal Data"). The Client shall ensure that Auditor(s) grants BSI an irrevocable, unlimited and royalty-free licence to use the Personal Data provided to BSI for the purposes of delivering the Services.
- 20 ~~BSI and its Associated Parties shall not disclose Confidential Information to the other party (the "Receiving Party"). The Receiving Party shall maintain in strict confidence all Confidential Information of the Disclosing Party, unless it is required to do so by law or a court of competent jurisdiction.~~



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audit to any and all material in any and all containing the same (including any copies, analysis, memo and other notes made by the Auditor(s), its directors, officers,



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intent service provider failures or delays, or denial of service attacks

34. Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
35. The Agreement is personal to Client. Client may not assign, transfer or deal in any name with its rights and obligations under the Agreement. BSI may assign its rights under the Agreement to a BSI group company.
36. This Agreement shall not be construed against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions, and any rule of construction that a document shall be construed against the drafting party shall not apply to this Agreement.
37. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
38. This Agreement, including the attachment, proposal or schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. Each Party acknowledges that in entering this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in this Agreement.
39. A person who is not a signatory to the Agreement shall not have any rights under or in connection with it.
40. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
41. If any provision or part of it is held to be unenforceable, it shall not affect the enforceability of the remaining provisions of the Agreement.



