SERVICE SCHEDULE

CYBER ESSENTIALS SERVICES

1. Contract Structure and Interpretation

1.1. This Service Schedule sets out the terms and conditions applicable to Cyber Essentials Services, and is to be read in conjunction with Bruce & Butler's General Terms and Conditions.

1.2. Bruce & Butler's General Terms and Conditions apply to this Service Schedule.

1.3. Capitalised terms in this Service Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2. Background

2.1. Where a Client orders Cyber Essentials, the provisions of this Cyber Essentials Service Schedule shall apply.

2.2. The Cyber Essentials Scheme is owned by HM Government (the **Authority**) and IASME Consortium Limited is the Accreditation Body (**AB**).

2.3. HM Government and IASME own respectively all the intellectual property rights in the Cyber Essentials Mark (as appears on the website) and the IASME Governance Standard mark (as appears on the website).

2.4. This agreement is intended to govern the relationship between Bruce & Butler Limited (a Certification Body appointed by the AB) and the Client under which the Client wishes to apply for certification under the scheme. The assessment for certification will be carried out only on the basis that the Client has paid the fees and that the Client accepts the terms and conditions of this agreement in full.

2.5. If the Client does not accept all of the terms of this agreement the Client must not download, copy or use the marks or claim to be certified under the scheme. The Client must also destroy any unlicensed copies of the marks or other materials under the scheme which might be in the Client's possession.

3. Client's Obligations

3.1. The Client will complete the Self-Assessment Questionnaire accurately, fully, and honestly within 6 months of application. After these 6 months the Customer's account may be closed, and no refund will be due.

3.2. The Client will not use the Marks or claim to be certified unless the Client is in receipt of a current, valid Scheme Certificate duly issued by Bruce & Butler Limited.

3.3. The Client acknowledges that any Scheme Certificate will be issued to the Client only upon acceptance of a signed agreement governing the terms and conditions of use including constraints on the use of the Marks.

3.4. The Client will not make any derogatory statements about the Scheme or behave in any manner that would damage the reputation of the Scheme.

3.5. The Client acknowledges that the Scheme is intended to reflect that certificated organisations have themselves established the cyber security profile set out in the Scheme documents only and that receipt of a Scheme Certificate does not indicate or certify that the certificate holder is free from cyber security vulnerabilities.

3.6. The Client acknowledges that Bruce & Butler Limited has not warranted or represented the Scheme or certification under the Scheme as conferring any additional benefit to the Customer.

3.7. The Client will comply with the Scheme documentation and all reasonable directions made to the Client by the Authority, the AB or Bruce & Butler Limited.

3.8. The Client is responsible (in consultation with Bruce & Butler Limited) for determining that the scope of the Services as set out in the Statement of Works is appropriate for its needs;

4. Bruce & Butler Limited's Obligations

4.1. Bruce & Butler will, upon receipt of the Fees, allow the Client to complete a Scheme Self-Assessment Questionnaire and will, subject to the Customer meeting its obligations under this Agreement, assess the Customer's completed Questionnaire against the Scheme's criteria.

4.2. Bruce & Butler Limited will perform the assessment using reasonable skill and care.

4.3. In the event that the Client's Questionnaire meets the Scheme criteria (which Bruce & Butler shall assess at its sole and absolute discretion) Bruce & Butler will notify the Client in writing and, subject to the Client meeting their obligations under clause 3, will arrange for the issue of a Scheme Certificate to the Client.

4.4. If the Client is unsuccessful in their first assessment attempt, Bruce & Butler will consider and re assess against the Scheme profile any changes to the Client's profile that the Client notifies to Bruce & Butler or which otherwise come to Bruce & Butler's attention over the following two (2) working days. Bruce & Butler will not conduct this reassessment more than one time within the price quoted.

5. Payment

5.1. The Client agrees to pay the Charges for the Service.

5.2. For the avoidance of doubt, Bruce & Butler shall be entitled to charge Additional Charges if any Services or work is requested by the Client which fall outside the scope of the agreed Service or which are to be completed by Bruce & Butler outside Working Hours. Any Additional Charges shall become due and be invoiced on completion of the additional work.

5.3. The Charges are exclusive of Value Added Tax which shall be payable by the Client at the applicable rate.

6. Liability

6.1. Where Bruce & Butler is performing the Cyber Essentials Services to assess the Client's compliance with rules or standards defined by a third party accreditation or approval body (including those defined by the PCI), the Client accepts and acknowledges that Bruce & Butler can only advise on its interpretation of such rules or standards derived from its experience and expertise in the industry. Specifically, the Client accepts and acknowledges that Bruce & Butler cannot guarantee the Client's compliance with the relevant rules and standards, which is ultimately determined by the third party accreditation or approval body in its sole discretion.

6.2. Subject to clause 4.3 below, Bruce & Butler excludes all liability for any use or misuse of information, the Deliverables and/or other materials provided by Bruce & Butler arising as a result of the Client's breach of clause 3.1.

6.3. Nothing in this Service Schedule excludes or limits the liability of Bruce & Butler or its Affiliates for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded at law.

7. Cancellation and Rescheduling

7.1. The Services provided under this Services Schedule are subject to a Cancellation Fee for short term cancellation or rescheduling as described in the General Terms and Conditions.