

IT Governance Ltd
Terms and Conditions for PCI DSS-related Consultancy Service

TERMS AND CONDITIONS FOR CONSULTANCY

between

The individual, or company incorporated under the Companies Acts (with registered number and having its registered office as detailed below) ("the Client"):

AND

IT Governance Ltd a company incorporated under the Companies Acts with registered number 4418178 and having its registered office at Unit 3, Clive Court, Bartholomew's Walk, Cambridgeshire Business Park, Ely CB7 4EH ("the Company")

WHEREAS the Client wishes to benefit from the skills and abilities of the Company and the Company has agreed to provide services to the Client on the following terms and conditions.

IT IS AGREED as follows:

1 ENGAGEMENT

1.1 The Client shall engage the Company and the Company shall act for the Client on the terms and conditions set out in this Agreement.

2 TERM

The Company's engagement shall commence as soon as possible and shall continue (subject to the terms of this Agreement) until completion of work ("the Project") to provide [CATEGORY] PCI DSS-related consultancy services [FOR A PERIOD OF] as described on the Company's website at www.itgovernance.co.uk/pci_dss

3 DUTIES

3.1 The duties of the Company shall be to complete the Project, and shall be carried out remotely by telephone or email from the Company's offices or from such other location(s) as in the Company's sole opinion may be necessary for the effective performance of the duties.

4 FEES

4.1 The Company shall charge a fixed price for delivering the Project of £ [] (per annum) ("the Fee").

4.2 In consideration of the services, the Client agrees to pay the Fee as specified.

4.3 Any unpaid fees will attract interest at 4% above the base rate as specified from time to time by National Westminster Bank and the Client will be liable for any fees and costs that may be necessary to collect payment of the fees.

4.4 The Company shall be reimbursed in full by the Client in respect of all expenses (if any) properly and reasonably incurred by it in connection with the Project, subject to the production of such receipts as the Client may require, attached to an invoice for the whole amount of the expenses.

5 LIABILITY

5.1 The Client recognises that the Company is not a QSA and does not purport to offer services that are the same as those that might be available from a QSA.

5.2 The Company shall exercise all reasonable skill, care and attention in all matters and shall indemnify the Client from all costs, claims, liabilities and expenses (other than consequential losses) incurred in respect of the Company's performance (or non-performance) of its duties, such indemnity to be limited in value to the level of fees incurred under this contract as stated in clause 4.1.

5.3 The Company shall accept no liability whatsoever in respect of any losses incurred by the Client in respect of the Company's performance under this Agreement and which arise in any way from circumstances beyond the Company's control ("force majeure" or "Acts of Nature")

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6 NON-SOLICITATION

The Client and the Company hereby undertake to each other that for the period of 12 months following termination of this Agreement neither of them will either directly or by an agent or otherwise and whether for himself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his or her employment or an associate or contractor of any sort to breach the terms of his or her contract with the Client or the Company as the case may be.

7 TERMINATION

- 7.1 The Client shall be entitled to terminate this Agreement with immediate effect and without any payment in lieu of notice by giving notice in writing to the Company if the Company commits any material or persistent breach of any of the terms or conditions of this Agreement or shall wilfully neglect or refuse to carry out any of the duties.
- 7.2 The Company shall be entitled to terminate this Agreement immediately if the Client fails to pay any sum due within 30 days of the date of submission of an invoice properly submitted in line with the terms of this Agreement or if an amount paid is subsequently invalidated.
- 7.3 Upon termination of the engagement the Company shall not represent itself as being engaged by or connected with the Client or any subsidiary company.

8 CONFIDENTIALITY

- 8.1 The Company will not either during the period of this Agreement (other than in the proper course of its duties and for the benefit of the Client) or after the Agreement has ended for any reason whatsoever:
- (a) use, disclose or communicate to any person any Confidential Information which it will have come to know or have received or obtained at any time (before or after the date of this Agreement) by reason of or in connection with this Agreement with the Client; or
 - (b) copy or reproduce in any form or by or on any media or device or allow others to copy or reproduce Confidential Information whether or not in documentary form ("Documents") containing or referring to Confidential Information.
- 8.2 The Client shall, and shall procure that all its directors, officers, employees, partners and associates shall keep secret and confidential at all times all information relating to the tools, processes and methods used by the Company in the course of the Project and agrees that these tools, processes and methods are subject to the laws of copyright and are owned by or licenced to the Company and that they may not be copied, shared, forwarded or in any way made available to any other party save during the period of this Agreement and for the express purposes of completion of the Project.

9 NOTICES

- 9.1 Any notice required or permitted to be given or served under this Agreement shall be in writing and may be served by either party by personal service or by post addressed to the other party's registered office for the time being.
- 9.2 Any such notice shall be deemed to have been served
- 9.2.1 if delivered, at the time of delivery; or
 - 9.2.2 if posted, at the expiry of 48 hours after posting.

10 WAIVERS AND REMEDIES

- 10.1 The rights of each party under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.
- 10.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such in writing and signed by both parties.

11 Any delay in exercising or non-exercise of any right is not a waiver of that right.

- 11.1 Any remedy or right conferred upon the parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

12 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

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13 REPRESENTATIONS

The Company warrants and represents to the Client that it is under no obligation, covenant or restriction which would or might operate to prevent or restrict the Company from performing the obligations under this Agreement or which may give rise to any conflict of interest between the Company and the Client or any subsidiary company of the Client.

14 ENTIRE AGREEMENT

This Agreement (which for the avoidance of doubt includes the Proposal and any schedules to the Agreement) constitutes the entire understanding and agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties.

15 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the law of England and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England. These terms are accepted by the Client's signature on the Acceptance Sheet below and are binding on the Client as if this document itself had been signed.

ACCEPTANCE

The Client hereby accepts the Company's proposal, agrees to the contract terms contained therein, and instructs the Company to proceed with the PCI Compliance and Support Contract for the Smaller Business as described on the website.

SIGNED for and on behalf of the Client

by (Director/Secretary)

on 2009

SIGNED for and on behalf of the Company

by (Director/Secretary)

on 2009