

Agreement For ISO Certification

Client Organisation

Standards: ISO Number

Client Organisation Reference: MSSG.Client Customer Reference

MSS Global Operations Manager:

Telephone number: +44 (0)203 6754585

email: ops@mssglobal.com

Scope of The Management System to be Certificated

Text Description

EA Code	35	Audit Type	Full Initial
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Audit Objectives

To review the client's management system documentation and management tools (methodology) to ensure that all the applicable requirements have been addressed and the level of implementation substantiates that the client is ready for the stage 2 audit;

Review the client's status, conformance, and understanding of the requirements of the standard;

To assess, through demonstration, the client's ability to consistently provide a product/service that meets their customer requirements;

Confirm that all related legal, regulatory, and contractual requirements of the client's operation are identified, documented and met;

Review of the internal audit, complaints and management review processes to ensure they are being planned and undertaken effectively, and that the level of implementation of the management system justifies that the client is ready for the Stage 2 audit and resultant certification;

To assess the client's effectiveness at enhancing customer and interested parties satisfaction through continual improvement;

Planning for the Stage 2 audit, including evaluation of the client's location(s), processes and operating conditions (including risk assessment of any security and safety implications);

Confirmation that the client and all relevant personnel are prepared, and available for the audit;

Identification of areas of potential improvement of the management system;

Estimated Duration*

Initial Certification		
Of which Stage 1		
Of which Stage 2		

*** The audit duration of an Integrated Management System is based on the declared level of integration of the client's management system, and may be subject to adjustment on the basis of confirming the level of integration at Stage 1 and subsequent audits.**

TERMS AND CONDITIONS

1. General

Unless otherwise agreed in writing all offers or services provided by MSS Global Ltd and all resulting contractual relationships shall be governed by these General Terms and Conditions.

These Terms and the Proposal constitute the entire agreement between the Client and MSS Global with respect to the subject matter ("the Contract"). No variation to the Contract shall be valid unless it is in writing and signed by the Client and MSS Global.

Where a Certificate is issued to the Client, MSS Global will provide the Services using reasonable care and skill.

2. Definitions

Assessment

means an assessment of the Client's quality management system, or security management system;

Certificate

means the certificate issued by MSS Global;

Client

means the client identified in the Proposal and references to "you" or "your" in the Contract are to the Client;

Codes of Practice

means those codes of practice issued by MSS Global in accordance with the relevant Standards;

Duration & Days

means a period of time as specified on the quotation and audit proposal. An auditor day is classed as 8 working hours; travel (en-route or between sites) and any breaks are not included in the on-site duration of management system certification audits.

Engagement

means the action of signing MSS Global's Proposal as confirmation of the Client's desire to engage the services of MSS Global and confirmation that the Client agrees to MSS Global's Agreement for ISO Certification;

Force Majeure

mean any cause whatsoever outside of a party's control, including, but not limited to, acts of god, war, terrorist activity or industrial action; illness, death or resignation of significant senior personnel;

Proposal

means the outline of services to be rendered by MSS Global to the Client as referred to in clause 4.2;

Report

means a report issued by MSS Global to the Client indicating findings including whether or not a recommendation to issue a Certificate is to be made if relevant;

Services

means the services to be provided by MSS Global as set out in clause 3 below.

Standard(s)

Including one or more of: BS EN ISO 9001:2008, ISO 9001:2015, ISO 28000:2007, ISO 28007-1:2015, ANSI/ASIS PSC.1-2012, ISO 18788:2015, BS EN ISO 14001:2004, ISO 14001:2015, BS OHSAS 18001:2007.

UKAS

means the United Kingdom Accreditation Service;

Visit(s)

means the meeting(s) after Engagement (including annual surveillances) undertaken by MSS Global on the Client's premises.

3. Services

3.1 Subject to the requirements of the Client, MSS Global shall provide the Client with management system certification services, including quality, environmental, safety, health and other management system certification in accordance with international or national standards ("the Services").

3.2 The Client acknowledges that MSS Global, either by entering into the Contract or by providing the Services, neither takes the place of the Client or any third party, nor releases them from any of their obligations, whether legal, regulatory or otherwise, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client, whether legal, regulatory or otherwise to any third party or that of any third party to Client or under any relevant laws, regulations or codes of practice.

3.3 Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Codes of Practice.

3.4 MSS Global may delegate the performance of all or part of the Services to an agent or a subcontractor and the Client authorises MSS Global to disclose all information necessary for such performance to the agent or subcontractor, and confirms that such disclosure shall not be a breach of clause 16.

3.5 MSS Global will screen agents when appropriate. This process includes interview, review of criminal records where appropriate and available, gathering of references, passports, driving licenses and any relevant work permits and licenses, including human rights background checks.

3.6 During the course of this Agreement, Client may request or MSS Global may recommend a change in the scope of the Services or Deliverables, to include changes that impact the time or cost of performance or delivery of the Services or Deliverables. Changes to the scope of the Services or Deliverables shall be made only in a writing executed by an authorized representative of both parties. MSS Global shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

4. Enquiry

4.1 Following your enquiry to MSS Global, you will be requested to supply MSS Global with such information as MSS Global reasonably requires to assess your enquiry, and to provide a quotation for Services and a Proposal.

4.2 Following the provision of this information by the Client, MSS Global shall provide you with a written quotation for MSS Global services specifying the duration and cost involved, and detailing the Services to be provided.

4.3 Once agreed, the Proposal may only be amended with the written agreement of MSS Global.

5. Initial Assessments

5.1 In order to enable MSS Global to adequately assess the Client's standards and compliance to determine whether certification can be awarded, the Client undertakes to:

- Allow MSS Global full access to all work areas, personnel, records and documentation relevant to the application/enquiry;
- Demonstrate conformance to the specified standard, to MSS Global's reasonable satisfaction;
- Comply with the provisions of clause 6; and
- Nominate a management representative to liaise with MSS Global and advise MSS Global of this nomination.

5.2 The auditor is to be in a fit condition to assess, therefore if air travel is over 4 hours, they require 12 hours' rest prior to commencement of assessment in country, or business class air travel to/from the place of assessment, and access to an airport lounge. Direct flights are to be used where available and of a class commensurate with the client company's management lead.

5.3 If MSS Global is not satisfied in its absolute sole direction that conformance can be adequately demonstrated during the Assessment, it may be necessary to undertake further Visits. Should this be the case, they will be arranged in advance and a written quotation provided. This written quotation and extension of the Services shall form part of the Proposal.

5.4 Initial assessments should be completed within 3 months unless at the sole discretion and acceptance of MSS Global, client operational circumstances force a delay. The first stage of the audit will normally require repeating if the second stage is delayed beyond 3 months, and will be repeated if the delay extends beyond 6 months.

5.5 Following the Assessment, and any subsequent Visits, MSS Global shall prepare a Report. Any recommendation given in the Report is not binding on MSS Global, and the decision to issue a Certificate is at the sole discretion of MSS Global.

6. Obligations of the Client

6.1 The Client shall ensure that MSS Global is provided with all up to date, accurate and relevant information and accepts that the certification will be immediately withdrawn and/or terminated should MSS Global become aware of any incorrect, out of date or misleading information being provided to MSS Global in relation to the Services.

6.2 The Client shall ensure that all product samples, access, assistance, information, records, documentation and facilities are made available to MSS Global when required by MSS Global, including the assistance of properly qualified, briefed and authorised personnel of the Client. In addition, the Client shall without charge, provide MSS Global with suitable space for conducting meetings for the duration of the Services.

6.3 So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Contract and, to the extent that it has been it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. Any conditions or

stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, this Contract shall have no effect unless expressly accepted in writing by MSS Global.

6.4 The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Services by MSS Global.

6.5 The Client may only reproduce or publish extracts of any Report if the Client has obtained the prior written authorisation of MSS Global. MSS Global reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which MSS Global considers in its sole discretion is abusive or detrimental to MSS Global. The Client shall not publicise details of the way in which MSS Global performs, conducts or executes its operations.

6.6 The Client shall immediately inform MSS Global of any and all changes in their premises, personnel and systems which relate to the Services which may affect the Client's management system, service, products, process or skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. Furthermore, the Client is bound to inform MSS Global of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities.

6.7 The Client shall inform MSS Global of any material change in circumstances or significant incidents (which shall include serious complaints, legal action against the Client or substantial change in procedures) following the issue of a Certificate. The Client is also required to inform MSS Global, without delay, of the occurrence of a serious incident breach of regulation within the scope of certification necessitating the involvement of the competent regulatory authority.

6.8 Immediately upon the withdrawal or expiry of a certificate for any reason, the Client shall no longer refer to having the benefit of the certificate, shall remove the certificate as soon as reasonably practicable from all materials including marketing materials and websites, and shall inform any third party who contracts with the Client on the requirement that the Client has such a certificate, that the certificate is no longer held by the Client.

6.9 Certain countries may require licenses, visa or other third party approval to perform the Services. Client is responsible for obtaining all such required visas, licenses or other third party approval, including site access permissions to MSS Global and its employees and contractors to ensure MSS Global is fully compliant with all required laws, including local laws of countries where MSS Global is required to enter to perform the Services. Client will obtain all such required documentation in accordance with all laws and regulations. Where Client is unable to obtain a visa, or it requires personal application from the MSS Global agent, then Client is to ensure sufficient time is included prior to deployment. Costs, including time visiting Consulates and Embassies will be charged as per Section 10 and will be in addition to any audit time.

7. Certification

7.1 Following a satisfactory Assessment or if necessary, additional Visits by MSS Global to the Client and submission of an adequate corrective action response (where necessary) an independent review of the Report will be conducted by the MSS Global operations manager. If MSS Global in its sole absolute discretion determines that the results of the report are satisfactory, MSS Global shall then grant certification explicitly covering each certified site. As evidence of certification the Client will be issued with a Certificate, valid for 3 years (except for ISO 9001:2008 and ISO 14001:2004 which will expire on 15 September 2018 having been superseded by 2015 versions, and BS OHSAS 18001 which will expire in March 2021, having been superseded by ISO 45001:2018 which was released in March 2018), detailing the scope of assessed activities and location.

7.2 MSS Global may at any time refuse certification or revoke, suspend or terminate certification where, in MSS Global's reasonable opinion, compliance with the specified standards or this agreement have not been met.

7.3 The Client may promote its certification. Use of MSS Global's corporate name or any other registered trademarks for advertising purposes is not permitted without MSS Global's prior written consent.

8. Surveillance, Recertification & Operational Changes

8.1 It is a condition of this agreement that you advise MSS Global in writing, if at any time you no longer comply with this Contract or the specified management standard, or make significant changes to your management system including both during the Assessment, or after the issue of the Certificate. You should advise your designated MSS Global contact immediately. This includes:

- Legal, commercial, organisational status or ownership;
- Change of control;
- Organisation and management (e.g. key managerial, decision making, or technical staff);
- Contact address and sites;
- Scope of operations under the certification management system scope;
- Substantial litigation; and
- Major changes to the management system and processes.

8.2 MSS Global shall make regular visits to the Client's premises to ascertain the continuing effectiveness of the management system. The duration and frequency shall be at the reasonable discretion of MSS Global.

8.3 Should the Client no longer comply with the certification standards at any time, MSS Global may in its absolute sole discretion, revoke the Certificate, and/or impose requirements on the Client to retain or regain certification.

8.4 At the end of the 3rd year following initial certification and annual surveillance cycles, your Certificate will cease to be valid and you will be due for recertification.

8.5 At the end of the term of the Certificate, the Client shall no longer hold itself out as having the Certificate and will remove references to the Certificate from its website, marketing materials and literature.

9. Scheme Requirements Product Conformity

It is a requirement of all product conformity schemes that you advise MSS Global in writing of any knowledge of non-conforming products/services. The Client undertakes to inform MSS Global upon becoming aware of any non-conforming products/services.

10. Charges and Payment

10.1 The Client shall pay the fees of MSS Global in respect of the Services, in accordance with the Proposal, within 14 days of the date of the invoice or prior to Certificate issue (as detailed in the Proposal). The fees shall be in accordance with the following terms:

- fees will be agreed in advance with the Client; this includes any potential need for adjustment of work estimate between Stage 1 and 2.
- the daily rate will be that which is in force at the time the work is carried out.
- 33% of the initial audit fee will be paid upfront upon agreement of the Proposal.
- Up to 50% for surveillance and special audits during the life of the Certification (issued on the lead up to each individual surveillance audit).
- the balance of the initial audit fee shall be paid by the Client within 14 days of delivery of the requested Services and prior to Certificate issue, and MSS Global shall issue the Client with an appropriate invoice.
- where there is greater than 1 month (30 calendar days) between completion of the Stage 1 assessment and commencement of Stage 2, 50% of any balance for Stage 1 will be paid within 14 days of completion of Stage 1, with the final balance within 14 days of delivery of the final requested services, and prior to certificate issue.
- fees will be exclusive of but subject to VAT where appropriate.
- For overseas travel to/from the auditor's home country, a half day charge applies on the travel day to reflect the duration of the journey, and associated disruption to rest during that day imposed by the Client's task.
 - Auditor's home country rates apply for departures leaving auditor's home country after 1200hrs their local time, or arriving back in to their home country before 1200hrs their local time.
 - Overseas rates apply for departures leaving the auditor's home country before 1200hrs UK local time, or arriving back in to their home country after 1200hrs their local time.
 - Once deployed, audit team travel days within the audit (e.g. intra and inter theatre moves) are charged at full day rate as the audit team is dedicated to the client.
- MSS Global reserve the right to charge interest on overdue invoices from the date when payment is due until the date payment is made at 8% (United Kingdom Statutory Interest rate) above the Bank of England base rate.
- travel, accommodation and subsistence costs will be payable by the Client at cost plus a 5% administration fee.

10.2 Additional fees shall be charged for operations that are not included in the enquiry and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:

10.2.1 repeats of any part, or all, of the assessment programme or operations due to the registration procedures and rules not being met;

10.2.2 additional work due to suspension, withdrawal and/or reinstatement of a certificate;

10.2.3 additional work due to the Client proving not to be as prepared as portrayed in the pre-audit review process. MSS Global reserve the right to pause assessment during Stage 1, and submit an amended workload and cost estimate for the Client's written agreement;

10.2.4 reassessment due to changes in the management system or products, process or services; or

10.2.5 compliance with any subpoena for documents or testimony relating to work performed by MSS Global.

10.3 Additional fees will be payable at MSS Global's charging rates in force from time to time in respect of rush orders, cancellation or rescheduling of services or any partial or full repeats of the assessment programme or operations which are required as set out in the Codes of Practice.

10.4 A copy of MSS Global's prevailing charging rates are available on request from MSS Global.

10.5 Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs (which will be charged to the Client in accordance with clause 10.1 above). All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.

10.6 Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable within fourteen (14) days of the date of each invoice (the "Due Date") regardless of whether the Client's system or products qualify for certification failing which interest will become due at a rate of 8% (United Kingdom Statutory Interest rate) above the Bank of England base rate from the Due Date up to including the date payment is actually received. Interest shall accrue daily and be payable monthly.

10.7 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Codes of Practice, MSS Global reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any Certificate for the Client who fails to pay an invoice in accordance with this clause 10.

10.8 The Client shall not be entitled to retain or defer payment of any sums due to MSS Global on account of any dispute, counter claim or set off which it may allege against MSS Global.

10.9 MSS Global may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

10.10 The Client shall pay all MSS Global's collection costs including reasonable legal fees and related costs.

10.11 Additionally, in the event MSS Global is required to respond to a subpoena (e.g. producing documents in our possession, providing testimony, cooperating with your legal counsel, etc.) related to this engagement (regardless of whether such subpoena is served during or subsequent to the completion of our work), MSS Global will invoice you at its standard hourly rates applicable at the time such services are rendered.

11. Cancellation

11.1 If the proposed Services are cancelled or postponed at short notice by the Client, MSS Global reserves the right in its absolute sole discretion to charge the Client a cancellation fee based on the estimated costs of the service, as follows:

Number of working days before commencement and maximum charge:

30 or more working days

0% - except for any activity that has already taken place (100% of planning time is then chargeable)

10-29 working days

60% of the estimated costs

9 working days or less

100% of the estimated costs

11.2 The cancellation fee may not apply in the following exceptional circumstances and the same shall be determined by MSS Global in its absolute sole discretion:

- the announcement of major redundancies;
- the announcement of a take-over/buy out; or
- exceptional personal circumstances.

12. Termination

12.1 Subject to payment of the fees to MSS Global, the Contract will terminate automatically upon delivery of the requested Services.

12.2 MSS Global shall not be required to fulfil its duties and obligations under the Contract if MSS Global is prevented from fulfilling its duties and obligations by any acts or omissions of the Client.

12.3 Notwithstanding termination of the Contract, the provisions of clauses 6, 8, 9 and 16 shall continue to apply.

12.4 MSS Global is entitled, at any time prior to the issue of a Certificate, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of MSS Global such breach within 30 days.

12.5 Either party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other party.

12.6 In the event that the Client transfers its activities to another organisation, the transfer of the Certificate shall be subject to the certification body's prior written consent. Where such consent is given, the Client shall procure that the use of the Certificate by such transferee shall be governed by the Contract.

13. Ownership of MSS Global Certification, Logo and Mark Usage

13.1 The Certificate and the logo of MSS Global shall remain the property of MSS Global and you agree not to assign, charge, licence, transfer or otherwise deal with either of them in any way.

13.2 As the Client you will not use the Certificate in a way that undermines MSS Global's status as a competent and impartial auditor. You will not undertake declarations highlighting MSS Global without direct and clear authority of MSS Global.

13.3 Once granted you are not to intimate or show that a product or service is approved by MSS Global.

13.4 Conditions for the use of the MSS Global certification logo are captured in an appendix to this Contract, as updated from time to time.

13.5 Any document including, but not limited to any Report or any Certificate, provided by MSS Global and the copyright contained therein shall be and remain the property of MSS Global and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request and at a charge, for external communication purposes.

13.6 MSS Global grants the Client a revocable, royalty free, non-exclusive licence to use the MSS Global logo in accordance with this Contract

14. Safety

14.1 The Client is responsible for ensuring that when MSS Global visits your site MSS Global has adequate protective equipment for the working environment to be assessed. Where specialist training is required this shall be disclosed to MSS Global at the outset. Please raise these issues with your MSS Global contact in advance of a visit.

14.2 In order to allow MSS Global to comply with the applicable health and safety legislation the Client shall provide MSS Global with all available information regarding known or potential hazards likely to be encountered by MSS Global personnel during their visits. MSS Global shall take all reasonable steps to ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes MSS Global aware of the same.

15. Limitation of Liability and Warranties

15.1 IN NO EVENT SHALL MSS GLOBAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES (INCLUDING BUSINESS INTERRUPTION), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WHICH MAY BE SUFFERED BY A PARTY, EVEN IF MSS GLOBAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF MSS GLOBAL'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) TO THE CLIENT OR TO ANY THIRD PARTY CONCERNING ANY MATTER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS, SHALL NOT IN THE AGGREGATE EXCEED THE FEES AND EXPENSES PAID BY CLIENT TO MSS GLOBAL HEREUNDER. CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF THESE ARRANGEMENTS SHALL BE FOR MSS GLOBAL, UPON RECEIPT OF WRITTEN NOTICE, TO USE COMMERCIALY REASONABLE EFFORTS TO CURE THE BREACH AT ITS EXPENSE, AND FAILING THAT, THE RETURN OF FEES PAID TO MSS GLOBAL FOR THE WORK RELATED TO THE BREACH, OR PAYMENT UNDER AN INSURANCE CLAIM. The allocations of liability in this Section 15.1 represent the agreed and bargained-for understanding of the parties and MSS Global's compensation for the Services reflects such allocations. The Client agrees further that it will look only to the assets of MSS Global in connection with any liabilities hereunder and in no event shall the Client have any claim against any affiliate, shareholder, partner or holder of an ownership interest in MSS Global in connection with this Agreement.

15.2 All warranties and conditions and other terms implied by statute or common law on MSS Global, are to the fullest extent permitted by law, excluded by this Contract, including but not limited to ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

15.3 The Client acknowledges and accepts that where Services are required to change to comply with UKAS guidelines or any other legal requirements, MSS Global shall not be liable for breach under this Contract.

15.4 Nothing in this agreement limits or excludes the liability of MSS Global for:

- death or personal injury resulting from negligence; or
- any damage or liability incurred by the Client as a result of fraud, or fraudulent misinterpretation by MSS Global.

15.5 [intentionally left blank]

15.6 MSS Global shall not be liable to the Client nor to any third party:

15.6.1 for any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to MSS Global;

15.6.2 for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and

15.6.3 any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in 15.6.2 above).

15.7 Each party shall take out adequate insurance to cover its liabilities under the Contract.

15.8 Except for cases of proven gross negligence or fraud by MSS Global and subject to the other provisions of the Contract, the Client further agrees to hold harmless and indemnify MSS Global and its officers, employees, agents or subcontractors against all claims (actual or threatened) for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of the Services or (ii) out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

15.9 MSS Global shall have no liability to the Client for any claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by MSS Global of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

15.10 Except as otherwise specified in this Contract, Client agrees to indemnify, defend and hold harmless MSS Global (as well as its agents, employees, principals, partners, shareholders, or holders of an ownership interest, as the case may be), from and against any third party claims, demands, losses, damages or expenses relating to (i) bodily injury or death of any person or damage to real and/or tangible personal property or (ii) related to this Contract.

16. Confidentiality

16.1 For the purposes of the Contract, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

16.2 Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

16.3 Each party may disclose the other party's Confidential Information to its employees, officers, representatives or advisers who need to know such information solely for the purposes of carrying out the party's obligations under this agreement provided that the relevant party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 16, and shall be responsible for the same.

16.4 MSS Global as a UK registered company is required to comply with the General Data Protection Regulations, introduced in May 2018. Clients are required to ensure any personal information regarding MSS Global personnel is treated in accordance with those regulations, and the privacy of those people is maintained subject to legitimate, direct business-related need.

17. Force Majeure

17.1 If either party is prevented from performing or completing its obligations under the Contract as a direct result of Force Majeure it shall promptly notify the other party of the nature and extent of the circumstance in question.

17.2 Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

17.3 In the event of a Force Majeure affecting the Client and the Services not being able to be provided by MSS Global, the Client will pay to MSS Global:

17.3.1 the amount of all abortive expenditures actually made or incurred by MSS Global; and

17.3.2 a proportion of the agreed fees equal to the proportion (if any) of the Service actually carried out,

and MSS Global shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

18. Complaints

18.1 If MSS Global receives a complaint about your organisation, within the scope of your certification, MSS Global will carry out an investigation. The terms of such investigation shall be determined by MSS Global in its absolute sole discretion. MSS Global shall notify the Client of the results of the investigation.

18.2 If the investigation reveals fault by the Client, MSS Global will require immediate action within a specified time. Failure to take adequate action may lead to withdrawal or suspension of certification. A special visit may also be required to resolve the issue, which shall be charged to you at the standard day rate, as notified to you in advance.

18.3 If the Client has cause to complain about the provision of MSS Global service, the complaint should be made in writing to the Operations Manager at MSS Global's registered office. Should the Client consider it inappropriate to deal with the Company directly, they have opportunity to raise their concerns with the independent Impartiality Committee who provide oversight of MSS Global to avoid compromise to its position as an impartial and competent Certification Body. The committee's details are:

Phil Tinsley: pt@bimco.org

Karen Lupson: karen.lupson@btopenworld.com

Shaun Sayers: shaun.sayers@yahoo.co.uk

19. Appeals

We aim to work with the Client to resolve any complaints raised. However, in the unlikely event that they are not satisfied with MSS Global's response they may register an appeal with the Impartiality Committee.

20. Data Protection

The Parties each warrant to the other that they have and will maintain all necessary data protection notifications and, in providing the other or third parties with information under the terms of this Contract, they will not be in breach of any security arrangements or in breach of the General Data Protection Regulation and all subordinate legislation under the General Data Protection Regulation, including all applicable data protection principles.

21. Specialize Nature of Services

21.1 The Client and MSS Global agree that the information provided by MSS Global (as part of the Services or in any Deliverables) is time sensitive and, based on the nature of the work, should be re-evaluated regularly and upon any change in circumstances because any change in the circumstances may alter the applicability and reliability of the information. In addition, while MSS Global may make recommendations during the course of the engagement, the Client is ultimately responsible for deciding whether to act or refrain from acting on such recommendations. Notwithstanding any other provision of this Agreement, MSS Global shall not be liable for action or inaction on the part of the Client in accepting or refusing any recommendations made by MSS Global.

21.2 For work performed in areas designated as *High-Threat or Hostile Environments*:

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS A HIGH RISK OF PERSONAL INJURY OR DEATH TO CLIENT'S PERSONNEL OR AGENT'S OR DAMAGE TO PERSONAL PROPERTY AND CLIENT AGREES THAT MSS GLOBAL SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY SUCH LOSS.

22. Entire Agreement

22.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

22.2 Each Party acknowledges that in entering into this Contract it has not relied upon any representation, inducement promise or agreement, whether oral, written or otherwise made by or on behalf of the other Party and which has not been incorporated within or specifically referred to in this Contract, and that no other agreement, statement or promise not contained in this Contract shall be valid or binding.

23. Governing Law and Jurisdiction

This Contract shall be governed and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction and procedure of the courts of England and Wales.

24. Notice

24.1 Any notice to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or sent by first class post, registered post or facsimile or other electronic media to a party at the address or relevant telecommunication number for such party or such other address as the party may from time to time designate by written notice to the other.

24.2 Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by facsimile or other electronic media simultaneously with the delivery or transmission.

25. Miscellaneous

25.1 If any one or more provisions of this Contract are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25.2 Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without MSS Global's prior written consent.

25.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

25.4 The Parties acknowledge that MSS Global provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between MSS Global and the Client.

25.5 Any failure by MSS to require the Client to perform any of its obligations under this Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

25.6 For the purposes of the Contract, working day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

25.7 MSS Global shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that the Client provides to MSS Global. The Client agrees and represents to MSS Global that all assumptions, representations, information and data that the Client supplied to MSS Global will be complete and accurate to the best of the Client's knowledge.

26. Publicity & Promotion

In order to maintain the integrity of MSS Global service, Client agrees not to make any misleading statements concerning Client's application or certification to any third party and Client will use its best endeavours to ensure that no-one connected with Client gives misleading information.

Signatures of Agreement

On behalf of MSS Global Ltd

Name:

Position: DIRECTOR

Signature:

Date:

On behalf of the Client: (Name of Company):

Name:

Position:

Signature:

Date:

Appendices:

MSS Global Ltd Use of Logo and Marks.
MSS Global Ltd Quality Policy.
MSS Global Ltd Impartiality Commitment.
MSS Global Ltd Code of Business Ethics.

Use of MSS Global Logo and Marks

These conditions for the use of the MSS Global logo and marks summarise how they may be used to promote registration of management systems. MSS Global clients are encouraged to make use of marks to publicise certification and registration, but particular care should be taken to ensure that the regulations governing the use of the marks, and how they are displayed, are complied with, and the reputation of MSS Global as a Certification Body, and the relevant standard are not undermined.

The MSS Global Certification Mark comprises the MSS Global logo, the Accreditation Body, and the name of the standard. Reproduction of the marks must reflect accurately the original artwork provided, in particular, the proportions of the different elements must be maintained.

MSS Global Certified clients are provided with an MSS Global Certificate of Award, stating which standard the company is certified against and within a described scope of activity or service. This should be used to identify which mark(s) may be used by the organisation.

Subsidiary companies and site addresses, and additional elements and services within the company's operations outwith the assured and audited scope are not covered by the company's certification and registration. As such they must not make use of MSS Global marks or imply that they are certified.

Contravention of the regulations governing the use of logos and marks, or misleading use of any MSS Global mark, including misleading claims or inferences about the certification provided by MSS Global, could result in a request for corrective action, withdrawal of a company's Certification, publication of the transgression and, if necessary, legal action.

MSS Global Quality Policy

MSS Global is dedicated to providing a high-quality assessment and certification service to all of its Clients. Services will be carried out in a fair and impartial manner to ensure they are delivered in accordance with the needs and expectations of all interested parties.

Our management system controls have been developed to ensure that our education, assessment, auditing, certification and associated procedures are carried out with integrity to deliver the highest level of quality. We aim to provide clients with the best possible service based on openness, honesty and impartiality. Our management system has been developed to ensure we recognise any conflicts of interest and maintain the objectivity of the certification process.

A system with 'quality' at its core has been designed, developed and implemented across the whole range of services offered to deliver this strategic intent. The system ensures that both the contractual requirements agreed with our Clients, and the controls laid down by the United Kingdom Accreditation Service (UKAS) for the accredited scopes are satisfied.

The company's management system is set out in the documentation; it covers all aspects of the MSS Global's assessment and certification operations, has been approved by senior management, and is understood by all associated staff and contractors thus ensuring it is implemented at all levels. The whole system is regularly monitored through internal audits and periodic reviews to ensure relevance.

To deliver this, it is our policy is to:

- Apply our procedures consistently and equally to all organisations;
- Provide sufficient qualified personnel, and to continually review and where necessary develop the skills and qualifications they may need to provide a high-quality service;
- Monitor industry and sector developments and communicate any changes necessary to all interested or affected parties;
- Conduct accredited assessment activities in accordance with ISO/IEC 17021, and related standards and mandatory documents;
- Be sensitive to the environment and promote this concept to interested parties;
- Value and promote the concept of continual improvement.
- Focus not just on our clients, but on the expectations of the clients of our clients.

Directors: Reviewed 19 April 2018

Impartiality Commitment

MSS Global performs its certification and surveillance activities in an independent, impartial and objective manner that is free of any commercial, financial, administrative or other factors that will risk both actual and perceived assessment objectivity. MSS Global have determined the key elements that threaten/ would threaten the impartiality of all personnel, committees and the senior executives. We have completed an analysis on the conflict of interests and taken appropriate precautions. The conflict of interest analysis is periodically reviewed by the Impartiality Committee. Our understanding and boundaries of impartiality have been tested through UKAS review.

MSS Global provides certification services to any requested organisations within our accredited scope, and broader non-accredited scope as part of the evidence for applications of accreditation scope. The service is delivered equally and independently to all applicants and certified organisations. No unnecessary financial terms and other conditions are demanded of relevant parties. The laws, regulations and contractual obligations are binding for all organisations. No hidden discrimination is possible through, for example, speeding up or slowing down of the provided services.

MSS Global and its personnel do not offer or provide management system consultancy. To ensure that there is no conflict of interest, personnel who have provided management system consultancy, including those acting in a managerial capacity, shall not take part in audit activity if they have been involved in consultancy for the particular Client within 2 years.

When a relationship poses an unacceptable threat to impartiality, certification shall not be provided by MSS Global. MSS Global shall not certify a management system on which it provided internal audits within 2 years following the end of the internal audits.

The persons or committees that make the certification decisions are different from those who carried out the audits. All personnel in MSS Global including the certification personnel, auditors, committees and experts carry out their duties without compromising the principles or perception of impartiality and confidentiality. They declare this statement by signing appropriate contractual agreements.

All other information, except for information that is made publicly accessible in agreement with the Client, shall be considered confidential. When confidential information is requested directly by an Accreditation Body, it can be shared with the Accreditation Body. Where it is required by law to release confidential information to a third party, the Client or individual concerned shall be notified in advance of information being provided.

We hereby announce and declare that we shall pursue the above without any compromise of integrity through our managerial system, financial management, and policy and working principles.

Directors: Reviewed 19 April 2018

MSS Global Code of Business Ethics - Opening Statement

Our company supports a broadening range of clients across a variety of environments. The private security industry operating in emergent markets arguably face the greatest ethical challenges; this is recognized in our approach and sets our benchmark.

We embrace the opportunity to commit to the highest ethical standards. All our employees and sub-contractors are obliged, as part of their contract, to agree to this Code of Ethics. We insist on the highest levels of integrity and honesty. Our position as impartial auditors enshrines this and cannot be undermined. As part of our commitment we observe the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, legislation implementing the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the United Nations Convention Against Corruption.

MSS Global, as a Certification Body that includes providing audit and certification support to the private security industry sector, are signatories to the International Code of Conduct for Private Security Providers (ICoC), and 'Observers' on the ICoC Association; we identify with and seek to adhere to the UN Guiding Principles on Business and Human Rights. The ICoC Association has developed of an oversight framework; MSS Global are actively supporting a robust, transparent and deliverable assurance and oversight mechanism.

We are key members of the UK SCEG, the UK Government's Industry Partner for the regulation of private security companies, and actively contribute to their Maritime Security Working Group, and Standards and Accreditation Group in order to assist and support the ethical development and delivery of robust, transparent and accountable standards within the PSC sector. In concert, we are members of the US International Stability Operations Association (ISOA) in order to provide regional relevance and value to our US client base. In addition we are members of UK BSi sponsored mirror committees for the development of regulation in the private maritime security industry, and land security, and US ANSI sponsored committee for PSC.1 and ISO 18788.

Our 6 core values: Adding Value for our Clients, Effective Relationships through Transparency and Impartiality, Respect for the Individual, Respect for our Key Asset – Our People, Attracting the Best, Integrity and Honesty, and Enduring Delivery form the pillars of our Code of Business Ethics. They guide our ethical behavior in everything we do; from serving our clients and running our business, to further enhancing our brand, reputation, trust and transparency as a Certification Body. MSS Global will not tolerate behavior that falls short of these requirements, nor any form of retaliation against an individual for raising issues about ethical behavior.

Equally important to MSS Global is remaining relevant as an ethical company. Therefore, we continue to refresh the way we define our values. Understanding our Code of Business Ethics, and having the knowledge and training to operate as an ethical company is a responsibility of all our people.

Directors: Reviewed 19 April 2018

The Code

Adding Value for our Clients

1. We build long-term relationships with our clients by listening to their needs, understanding their certification aspirations and diverse cultures, and delivering assurance value.
2. We bring the best to each client by exploiting our specialist knowledge of the sector, integrating our range of talents, and by sharing our deep experience to deliver effective outcomes.
3. We value innovation and anticipate regulation and certification future needs—enabling us to differentiate our capabilities and remain relevant to clients under changing business conditions.
4. All MSS Global's people serve our clients, regardless of workforce or role— acting in the best interests of our clients while safeguarding our company.
5. We leverage proven assurance methodologies and comprehensive impartial and competent capabilities to achieve the delivery of assurance excellence for clients.
6. We uphold the high standards demanded of the **accredited certificates we issue**.

Effective Relationships through Transparency and Impartiality

1. We create competitive advantage through the very careful and deliberate selection of our people, who in turn collaborate and share knowledge and expertise across our organisation.
2. Through transparency and impartiality, we strive to apply the best of our company's talent to help our clients achieve high performance, refusing to be biased by organisational, cultural and geographic boundaries.
3. We protect and enhance our brand by operating ethically, delivering consistent value and quality, and speaking with a consistent, transparent and impartial voice.
4. We will only undertake work for which we are competent to perform.

Respect for our Key Asset – Our People

1. We treat our clients and each other with respect, maintain a safe and nonthreatening workplace and do not tolerate harassment or intimidation.
2. We recognise people for their contributions and provide timely, open and honest performance feedback.
3. We share a mutual commitment to support each other's growth, career development and work/life balance through effective and on-going training and mentoring, and honest, open communication to foster mutual trust.
4. We demonstrate trust in others by believing in their capabilities and intentions, setting clear expectations, holding them accountable and delegating decision making, as appropriate.

Attracting the Best

1. We help individuals develop — encouraging them to take on greater responsibility and enabling them to grow in confidence, competence and sector relevance.
2. We invest in our people and their career growth by encouraging continual learning and by creating opportunities that support developmental needs.
3. We are responsible for managing our own careers and pursuing our personal definitions of success.
4. We do not ask our people to compromise their personal values nor their professional obligations; this includes any confidentiality obligations to former employers.

Integrity and Honesty

1. We create an inclusive and safe environment; one that encourages open debate, gives everyone a voice and enables people to raise issues without fear of undermining.
2. We prepare and provide accurate, timely and complete reports for our clients and other stakeholders.
3. We protect our clients' and others' proprietary information and respect their intellectual property rights.
4. We avoid conflicts of interest and ensure that our personal relationships and activities do not compromise MSS Global's impartiality, competence, assessment objectivity or reputation.
5. We will not misrepresent the **certification service** we provide, or the status of the clients we have **certified**.
6. We will not accept, or pay any bribe, coercion, or inducement – be that actual, or perceived.
7. Hospitality will remain transparent and accountable through the Impartiality Committee, and our periodic conflicts of interest analysis.

Enduring Delivery

1. We do business in a manner that is socially, economically and environmentally responsible.
2. We are entrepreneurial, make decisions within our authority and use informed judgment to take appropriate risks.
3. We invest time and resources in preparing our people, while striving to mirror the broad and diverse nature of our marketplace.
4. We operate the company so that we achieve high performance from year to year.
5. We expect MSS Global people to put the broader interests of the company ahead of the individual interests of a group or function.
6. We invest in MSS Global's assets, safeguard MSS Global's proprietary and confidential information, and protect and defend MSS Global's intellectual property.