

TERMS OF BUSINESS FOR ISE ASSOCIATES

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These Terms are for the provision of Investigative and Litigation Support Services

THESE TERMS ARE EFFECTIVE FROM 25 May 2018

WHEREAS:

1. These terms of business set out the basis on which we shall conduct all matters undertaken for you and shall be read in accordance with any covering communication. Any differences arising in respect of individual matters shall be notified to you in writing.
2. We confirm having completed a Conflict of Interest assessment and none exists to prevent us from accepting your instructions.

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“I”, “we”, “our”, “us”	means the party instructed to carry out the Services;
“Client”, “you”	means the person who accepts a quotation or offer for the provision of Services to be provided by us;
“Business Day”	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
“Commencement Date”	means the date in which we formally accept your instructions in writing;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Services”	means the Services provided by us;
“Term”	means the term of this Agreement;
“GDPR”	means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

- 1.2 Unless the context otherwise requires, each reference in this Agreement means:

1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

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- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 this "Agreement" is a reference to these Terms as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of this Agreement;
- 1.2.5 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include plural and *vice versa*.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.
- 2. Communication**
- 2.1 We shall communicate with such of your officers, staff and other advisers as appears to us to be appropriate. If however you have any specific security requirements relating to the communication of information to your or your company (as the case may be) then please advise us.
- 2.2 Instructions given by the Client to us shall be in writing or, if given orally, shall be confirmed by the Client in writing as soon as is practicable.
- 3. Liability**
- The Services we provide to you, which shall include any information or advice given to you, is based solely on the information you have given us and does not constitute advice to any third party to whom you may communicate it, with the exception of your own client.
- 4. Rights of Third Parties**
- 4.1 Our duties are owed only to the individual/company/organisation whose instructions we are acting upon and we disclaim any liability to any other persons regardless of whether the Client instructs us on behalf of another.
- 4.2 The terms on which we are acting on the Client's matter (contained herein or otherwise) are intended to be enforceable solely by the contracting parties herein.
- 4.3 We do not accept any liability for services or information provided by any third parties instructed by us on the Client's behalf in respect of the relevant Services unless there is a prior agreement in writing by the third party.
- 5. Provision of Services**
- 5.1 With effect from the Commencement Date, we shall, throughout the course of the instructions, provide the Services to the Client as agreed within the Client's original instructions.

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- 5.2 We shall provide the Services with reasonable skill and care commensurate with prevailing standards in the litigation support, data processing and professional investigation sector in which our offices are based.
- 5.3 We shall act in accordance with all reasonable instructions given to us by the Client, provided that such instructions are lawful.
- 5.4 We shall be responsible for ensuring that the services comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to their provision.
- 5.5 We may, in relation to certain specified matters relating to the Services, act on the Client's behalf. Such matters shall not be set out in this Agreement but shall be agreed between the Parties (any such agreement to be confirmed in writing) as they arise from time to time.
- 5.6 We reserve the right to amend or supplement any terms herein contained generally or specific to any matter by providing notice in writing.
- 6. Client's obligations in relation to Services**
- 6.1 In utilising our Services the client shall use all reasonable endeavours to provide all pertinent information in their lawful instruction to us that is necessary for us to provide the Services.
- 6.2 The Client may, from time to time, issue reasonable lawful instructions to us in relation to our provision of the Services, only insofar as they meet the specifications of the service offered by us.
- 6.3 If we require a decision, approval or any other communication from the Client in order to continue with the provision of Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 6.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, regulatory bodies or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof) unless otherwise agreed.
- 6.5 If the nature of the Services requires that we have access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure we have access to the same at the times to be agreed between us and the Client as required.
- 6.6 Any unreasonable delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 6 shall not be our responsibility or fault.
- 7. Fees, Payments and Records**
- 7.1 The cost of the Services shall relate to the type of work undertaken and it is normal for us to provide an estimate or quotation prior to commencement of any assignment. In many circumstances it will be possible to negotiate a fixed budget for the Services to be provided and we would not exceed that budget without the clients written authority to do so. If required, any uplift in the budget will be agreed between the Parties.
- 7.2 Where it is necessary to instruct a third party on behalf of the Client, including but not limited to external investigations, we will do so as the Client's agent and the Client shall be responsible for payment of third party fees.

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- 7.3 We may ask for funds on account to cover initial fees and disbursements and settlement of third party fees. Any request for payment on account shall not be an estimate of or cap to any fee and unless payment is made for a specified purpose, may be used to meet fees when invoicing the Client.
- 7.4 An invoice, or receipted invoice, will be rendered at the conclusion of a matter. We reserve the right to render interim invoices during the course of the Services (where the matter is long-running) provided. Any particular billing requirements of the Client should be provided to us at the commencement of our providing Services.
- 7.5 Bills are payable in accordance with our Payment Terms of within 28 days from the date of the invoice. We reserve the right to charge interest at 5% above the underlying base rate for late payment and any charges necessarily incurred in relation to debt recovery.

8. Confidentiality

- 8.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by either Party, it shall, at all times during the continuance of this Agreement and in perpetuity after its termination:
- 8.1.1 keep confidential any Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party unless agreed in advance or as required by law, or in response to an Order of a Court of competent jurisdiction;
 - 8.1.3 not to use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 8.1.4 not to make copies of, record in any way or part with possession of any Confidential Information; and
 - 8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clause 8.1.1 to 8.1.4 above.
- 8.2 The provisions of this Clause 8 shall continue in force in accordance with its terms indefinitely, notwithstanding the termination of this Agreement for any reason.

9. Documentation/Personal Data

- 9.1 We shall, during and following completion of Services, retain any documentation or information, that may be foreseen to be required in the future, but in any event for no longer than a period defined within any Act referring to a Limitation period for bringing legal action in a competent court in the jurisdiction in which the Services were provided and shall dispose, destroy or delete any information which is deemed to be extraneous.
- 9.2 During the retention period personal data processed by us on the Clients behalf will be kept securely and where transferred electronically to the Client, or a sub-contractor or third party instructed by the Client, it shall be encrypted with password communicated separately and compliant with the requirements under Article 32 of the General Data Protection Regulations (GDPR). Alternatively, personal data shall be transmitted via encrypted email.

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- 9.3 We will if so instructed, offer to the Client or data subject, without charge, assistance should a data subject formally serve the Client a Subject Access Request or other obligation under Chapter 111 GDPR. Any Subject Access Request served on us directly will be referred to the Client immediately on receipt.
- 9.4 In the event of a breach during the processing of personal data under the terms of this contract the Client shall be notified immediately, and we will provide assistance to the Client in order to comply with Article 28(f) of GDPR.
- 9.5 We shall upon request submit audits and undertake to inspect and provide the Client with requisite information to ensure compliance with its Article 28 obligations. We will inform the Client immediately of there is a danger of something infringing GDPR or other data protection law of the United Kingdom, EU or a member state.
- 9.6 Where we have appointed a Data Protection Officer, they shall be named on our website.
- 9.7 For the avoidance of doubt, instructions are accepted on the basis that our services are conducted under the direction of the Client and as such we shall be deemed to be the Data Processor and the Client, and/or the principal shall be deemed the Data Controller, unless we determine the manner and purpose of the processing, in which case, we shall be the Data Controller or Joint Data Controller. The handling of the personal data will be in accordance with the Clients instructions and direction.
- 9.8 All instructions are carried out with due consideration given to the provisions and requirements of the Bribery Act 2010 and accordingly no part of such instructions will be conducted in breach thereof.
- 9.9 We shall meet the responsibilities to ensure that all staff, internal, external; or contracted and its supply chain workers are not victims of modern slavery or human trafficking. The safeguards against modern slavery or human trafficking are carried out with due diligence procedures.
- 10. Limitation of Liability**
- 10.1 This Clause 10 sets out the entire financial liability of the Parties (including that for the acts of omissions of their employees, agents or subcontractors) to each other for any breach of this Agreement; any use made by the Client of Services; and any representation, statement or tortious act or omission (including but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 10.2 Neither Party shall be liable to the other, whether in contract, tort (including negligence) restitution, or for the breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by either Party that arises out of or in connection with this Agreement.
- 10.3 Without prejudice to Clause 10, our total liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the value of the services in respect of any and all other acts or omissions.
- 11. Force Majeure**
- 11.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any

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cause beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or other event that is beyond the control of the Party in question.

11.2 If a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 4 weeks, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for any and all Services delivered and/or for any and all of Goods provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

12. Term and Termination

12.1 This Agreement shall remain in force from the commencement date of this Agreement and shall continue to the termination of this Agreement.

12.2 We will treat as confidential all information concerning the Clients business affairs received as a result of instructions received and not disclose the information to any third party save to those persons whom we deem necessary and solely for the purpose of carrying out the Clients instructions unless such information (a) is or becomes generally available to the public or (b) is required to be disclosed in any jurisdiction by a law.

12.3 We, in the provision of services, may be required to outsource all or part of the services to a sub-contractor/sub-processor. It is unequivocally agreed that this is solely within our discretion and that you acknowledge and that you specifically agree to us doing so. It is acknowledged that all sub-contractors/sub-processors will be bound by all of the conditions contained in these terms.

12.4 For the purpose of law enforcement and/or fraud awareness/prevention or enforcement, it is agreed that non-personal data acquired by us may be shared at our discretion. Personal data will however remain confidential.

12.5 In very exceptional circumstances we reserve the right to conduct due diligence prior to the commencement of the Services of the client and their instructions. This may require proof of the Clients identity and or compliance with the Monet Laundering Regulations in the jurisdiction in which the Services are to be provided.

12.6 We reserve the right to terminate the provision of our services to the Client by providing written notice delivered to the Client's address or by email. The Client may also terminate their instructions to us on any matter at any time by providing us with written notification. Notwithstanding any termination by either party, the Client agrees to pay any outstanding fees and costs incurred up to the date of the termination or the fixed fee agreed.

12.7 In accordance with clause 12.3 above, in the event that we cease to trade, any sub-contractor/sub-processor instructed by us, will by default, become joint data controller with you. In such an event we will put you in direct contact with the sub-contractor/sub-processor at which point they shall cease to be joint data controller and shall, in accordance with clause 12.3, which binds them to these terms, revert to the position of data processor/sub-processor.

13. Effects of Termination

Upon the termination of this Agreement for any reason:

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- 13.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become due and immediately payable;
- 13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 13.3 termination shall not effect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 13.4 subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 13.5 each Party shall (except to the extent referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party and documents in its possession or control which contain or record and Confidential Information upon the request of either Party.
- 14. No Waiver**
- No failure or delay by either Party exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 15. Further Assurance**
- 15.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force effect.
- 15.2 From time to time we may wish to issue publicity about our Services which may include case scenarios. Such scenarios would be anonymised and we undertake to make no specific reference to any Clients matter which may reveal or otherwise lead to being revealed any information which is subject to Clause 8 herein.
- 15.3 We reserve the right to act on behalf of other businesses/individuals who operate in the same locality as the Client or any related subject area subject to our obligations of confidentiality and Conflict of Interest as contained herein.
- 15.4 If the Client is not satisfied with the Service provided, a written complaint should be made to us in the first instance, where we shall make all attempts to resolve any such complaint as quickly and efficiently as possible.
- 16. Severance**
- In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.
- 17. Law and Jurisdiction**
- These terms of business are governed by and shall be construed in accordance with the laws of the jurisdiction applicable to our principal

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place of business and you agree to submit to the exclusive jurisdiction of the Courts therein.

18.

The Client shall agree to be bound by these Terms by instructing or continuing to instruct us and upon condition that we accept or indicate or imply acceptance by commencing the Service.

May 2018