

## IP Forensics [GB] Limited

These Terms are for the Provision of Investigative and Litigation Support services between [1] IP Forensics [GB] Limited [hereafter IPFGB] and [2] Sub-contractor.

WHEREAS:

- (1) These terms of business set out the basis on which the Sub-contractor shall conduct all matters undertaken for IPFGB 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) The sub-contractor shall carry out a conflict-of-interest assessment and ensure none exist to prevent the sub-contractor from accepting instructions.
- (3) **Each party is bound by the Privacy Notice & Record of Processing Activities, which is accessible at [www.ipfgb.co.uk](http://www.ipfgb.co.uk) and forms part of this agreement.**

IT IS AGREED as follows:

1. **Liability**  
The services Sub-contractor provides to IPFGB, which shall include any information or advice given, is based solely on the information provided to Sub-contractor and does not constitute advice to any third party to whom it may be communicated.
2. **Rights of Third Parties**
  - 2.1 Sub-contractor duties and liabilities are owed only to IPFGB, and Sub-contractor disclaims any liability to any other party.
3. **Provision of Services**
  - 3.1 With effect from the commencement date, Sub-contractor shall, throughout the course of the instructions, provide the services to IPFGB as agreed within the original instruction.
  - 3.2 Sub-contractor shall provide the services with reasonable skill and care, commensurate with prevailing standards in the risk mitigation, litigation support, data processing and professional investigation sector in the Jurisdiction in which Sub-contractor's principal office is based.
  - 3.3 Sub-contractor shall act in accordance with all reasonable instructions given by IPFGB provided that such instructions are lawful.
  - 3.4 Sub-contractor 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.
4. **Principal Member's Obligations**
  - 4.1 IPFGB shall use all reasonable endeavours to provide all pertinent information in their lawful instruction to Sub-contractor that are necessary for Sub-contractor to provide the services.
  - 4.2 IPFGB may, from time to time, issue reasonable lawful instructions to Sub-contractor only insofar as they meet the specifications of the service offered by the Sub-contractor.
  - 4.3 If any consents, licences, or other permissions are needed from any third parties, it shall be IPFGB's responsibility to obtain the same in advance of the provision of the services [or the relevant part thereof] unless otherwise specifically agreed.
  - 4.4 If the nature of the services require that the Sub-contractor has access to IPFGB's premises or any other location, access to which is lawfully controlled by IPFGB or their client, IPFGB shall ensure the Sub-contractor has access to the same at the times to be agreed and required.
5. **Confidentiality**
  - 5.1 Each party undertakes that, except as provided herein or as authorised in writing by the other party, it shall, always during the continuance of this agreement and in perpetuity after its termination:
    - 5.1.1 keep confidential all confidential Information;
    - 5.1.2 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;
    - 5.1.3 not use any confidential Information for any purpose other than as contemplated by and subject to the terms of this agreement;
    - 5.1.4 not make any copies of, record in any way or part with possession of any confidential Information; and
    - 5.1.5 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 herein.
  - 5.2 The provisions of this confidentiality clause shall continue in force indefinitely, notwithstanding the termination of this agreement for any reason.
6. **Limitation of Liability**
  - 6.1 This clause sets out the entire financial liability of the parties [including that for the acts or omissions of their employees, agents or subcontractors] to each other for any breach of this agreement; any use made by IPFGB 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.
  - 6.2 Neither party shall be liable to the other, whether in contract, tort [including negligence], restitution, or for 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 the other party that arises out of or in connection with this agreement.
  - 6.3 Without prejudice to the above sub-clause, Sub-contractor's 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 all other acts or omissions.
7. **Force Majeure**
  - 7.1 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 clause that is beyond the reasonable control of that 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 any other event that is beyond the control of the party in question.
  - 7.2 In the event that a party to this 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 goods delivered and/or any and all services 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.

8. **Term, Termination & Sub-contracting**
- 8.1 This agreement shall remain in force from the commencement date of this agreement and shall continue to the termination of this agreement.
- 8.2 Sub-contractor will treat as confidential all information concerning IPFGB's business affairs received as a result of instructions and not disclose the information to any third party save to those persons whom Sub-contractor deems necessary and solely for the purpose of carrying out the 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 or a Competent Authority as defined under the UK GDPR.
- 8.3 Sub-contractor, in the provision of the services, may be required to outsource all or part of the services to a further sub-contractor. It is unequivocally agreed that this is conducted only in consultation and with the agreement of IPFGB and before commencement of the services. If refused, then Sub-contractor reserves the right to review the terms under which Sub-contractor has accepted the instructions.
- 8.4 For the purpose of law enforcement and/or fraud awareness/prevention or enforcement, it is agreed that non-personal data acquired by Sub-contractor may be shared at Sub-contractor's discretion. Personal data however will remain confidential.
- 8.5 Sub-contractor reserves the right to terminate the provision of services by providing notice by email. IPFGB may also terminate the instructions on any matter at any time by providing notice by email. Notwithstanding any termination by either party, IPFGB agrees to pay any outstanding fees and costs incurred up to the date of termination or the fixed fee agreed.
10. **Further Assurance**
- 10.1 Sub-contractor reserves the right to act on behalf of other individuals / companies who operate in the same locality as IPFGB or any related subject area subject to the obligations of confidentiality and conflict of interest as contained herein.
- 10.2 In the execution of Sub-contractor's instructions and investigative, risk management or surveillance activities or litigation support services, Sub-contractor may adopt certain skilled methodology and/or utilise electronic devices, which may capture personal data. Such activities, services and use of equipment will be carried out within such Guidelines and Good Practice Policies published by the ABI, and/or in accordance with legislation within the country/countries of operation.
- 10.3 If IPFGB is not satisfied with the service provided, a written complaint should be made to Sub-contractor in the first instance. All complaints will be handled in an efficient manner and all attempts will be made to solve them quickly. In the event that IPFGB remains dissatisfied, IPFGB should then refer to the disciplinary procedures available against individual members through the ABI, WAD or other relevant professional association.
11. **Severance**
- If 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.
12. **Law and Jurisdiction**
- These terms of business are governed by and shall be construed in accordance with the laws of the jurisdiction applicable to IPFGB's principal office and both parties agree to submit to the exclusive jurisdiction of the Courts therein.
13. **Compliance**
- 13.1 Sub-contractor shall, during, and following completion of the 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 a 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.
- 13.2 During such retention period personal data processed by Sub-contractor will be kept securely and where transferred, it shall be encrypted or secured with a unique password communicated to the recipient separately and compliant with the requirements under Article 32 of the UK GDPR.
- 13.3 Without prejudice to Sub-contractor's data protection obligations, the Sub-contractor will offer to IPFGB or data subject, assistance should a data subject formally submit a Subject Access Request or other obligation under chapter III UK GDPR. Any Subject Access Request submitted to the Sub-contractor directly will be referred to IPFGB immediately upon receipt, as necessary.
- 13.4 In the event of a data breach during the processing of personal data under the terms of this contract, IPFGB shall be notified immediately, and Sub-contractor will aid in order to comply with Article 28[f] of the UK GDPR.
- 13.5 In the event the Sub-contractor is acting as processor, they shall upon request submit audits and inspection and provide the controller with requisite information to ensure compliance with its Article 28 obligations. Sub-contractor will inform IPFGB immediately if there is a danger of something infringing the UK GDPR.
- 13.6 Furthermore, in the event the Sub-contractor acts as processor, they confirm, and it is acknowledged, that all UK subcontractors [sub-processors] so instructed by a UK Sub-contractor, will be bound by the UK GDPR conditions as contained within these terms.
- 13.7 For the avoidance of doubt, any processing of personal data conducted under any instructions herein is carried out on the basis that the Sub-contractor does so on the direction of IPFGB and will thus be processor. However, whichever party determines the manner and the purpose of the processing of any personal data, will be the controller for that processing activity.
- 13.8 All instructions are carried out with due consideration given to the provisions and requirements of the prevailing law on bribery and accordingly no part of the instructions will be conducted in breach thereof.

AS PER ABI MODEL DOCUMENT [as adapted o8-Apr-22]

