

These Terms are for the Provision of Investigative and Litigation Support services between a Member and Sub-contracted ABI Member.

WHEREAS:

- (1) These terms of business set out the basis on which the sub-contracted ABI Member shall conduct all matters undertaken for the principal sub-contracted ABI Member and shall be read in accordance with any covering communication. Any differences arising in respect of individual matters shall be notified in writing.
- (2) The sub-contracted ABI Member shall carry out a conflict-of-interest assessment and ensure none exist to prevent sub-contracted ABI Member from accepting instructions.

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IT IS AGREED as follows:

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| <p>1. <b>Liability</b></p> <p>The services Sub-contracted ABI Member provide, which shall include any information or advice given, is based solely on the information given to Sub-contracted ABI Member and does not constitute advice to any third party.</p>   | <p>4.4</p>  | <p>estimate or a cap on any fee and unless payment was made for a specified purpose, may be used to meet fees when invoiced to the Principal Member.</p>   |
| <p>2. <b>Provision of Services</b></p> <p>2.1 With effect from the commencement date, Sub-contracted ABI Member shall, throughout the course of the instructions, provide the services to the Principal Member as agreed within the Principal Member’s original instructions.</p> <p>2.2 Sub-contracted ABI Member 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-contracted ABI Member registered office is based.</p> <p>2.3 Sub-contracted ABI Member shall act in accordance with all reasonable instructions given to Sub-contracted ABI Member by the Principal Member provided that such instructions are lawful.</p> <p>2.4 Sub-contracted ABI Member 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..</p> | <p>4.5</p>  | <p>An invoice, or receipted invoice, will be rendered at the conclusion of a matter. Sub-contracted ABI Member reserve the right to render interim invoices during the course of the services provided. Any particular billing requirements of the Principal Member should be given to Sub-contracted ABI Member prior to the services commencing.</p> <p>Bills are payable in accordance with Sub-contracted ABI Member Payment Terms, which are outlined above and Sub-contracted ABI Member reserve the right to charge interest at 4% above the underlying base rate and other reasonable charges in relation to late payment and/or debt recovery.</p>  |
| <p>3. <b>Principal Member’s Obligations Pertaining to Services</b></p> <p>3.1 The Principal Member shall use all reasonable endeavours to provide all pertinent information in their lawful instruction to Sub-contracted ABI Member that are necessary for Sub-contracted ABI Member to provide the services.</p> <p>3.2 The Principal Member may, from time to time, issue reasonable lawful instructions to Sub-contracted ABI Member in relation to Sub-contracted ABI Member provision of the services, only insofar as they meet the specifications of the service offered by Sub-contracted ABI Member.</p>  | <p>5. <b>Confidentiality</b></p> <p>5.1</p>   | <p>Each party undertakes that, except as provided by herein or as authorised in writing by the other party, it shall, at all times during the continuance of this agreement and in perpetuity after its termination:</p> <p>5.1.1 keep confidential all confidential Information;</p> <p>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;</p> <p>5.1.3 not use any confidential Information for any purpose other than as contemplated by and subject to the terms of this agreement;</p> <p>5.1.4 not make any copies of, record in any way or part with possession of any confidential Information; and</p> <p>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 of these sub-clauses.</p> |
| <p>4. <b>Fees, Payments and Records</b></p> <p>4.1 The cost of the services shall be indicative of the type of work undertaken and it is normal procedure for Sub-contracted ABI Member to provide an estimate or proposal in each instance.</p> <p>4.2 Sub-contracted ABI Member payment terms are 28 days. If there are any changes in the Principal Member’s instructions or in the circumstances of any matter at any time these shall be reflected in an amended proposal, which shall be provided to the Principal Member at the earliest opportunity. In the event that Sub-contracted ABI Member is unable to provide a proposal, Sub-contracted ABI Member shall keep the Principal Member informed of the work in progress on a periodic basis or upon the Principal Member’s request.</p> <p>4.3 Sub-contracted ABI Member may ask for full/part funds on account to cover initial fees and disbursements and/or settlement of third parties’ fees. Any request for any such monies shall not be an</p>                        | <p>5.2</p> <p>6. <b>Term, Termination &amp; Sub-contracting</b></p> <p>6.1</p> <p>6.2</p> | <p>The provisions of this clause shall continue in force in accordance with its terms indefinitely, notwithstanding the termination of this agreement for any reason.</p> <p>This agreement shall remain in force from the commencement date of this agreement and shall continue to the termination of this agreement.</p> <p>Sub-contracted ABI Member will treat as confidential all information concerning the Principal Member’s business affairs received as a result of instructions received and not disclose the information to any third party save to those persons whom Sub-contracted ABI Member deem necessary and solely for the purpose of carrying out the Principal Member’s 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.</p>   |

- 6.3 Sub-contracted ABI Member, in the provision of the services, may be required to outsource all or part of the services to a sub-contractor. It is unequivocally agreed that this is solely within Sub-contracted ABI Member discretion and that the Principal Member acknowledges that they specifically agree to Sub-contracted ABI Member doing so. Wherever possible, any sub-contractor will be a Member of the ABI, or that the sub-contractor meets the ABI's membership criteria. In some instances, Sub-contracted ABI Member will use sub-contractors who are not members of the ABI, but that meet Sub-contracted ABI Member requirements and/or are specialists. If permission is not granted for Sub-contracted ABI Member to instruct sub-contractors at Sub-contracted ABI Member sole discretion, they must be notified in writing in the initial instruction or as soon as reasonably practical thereafter and in any event before Sub-contracted ABI Member commences the services, and Sub-contracted ABI Member will then seek further permissions if necessary. In the event of such permission being withdrawn Sub-contracted ABI Member reserves the right to review the terms under which Sub-contracted ABI Member have accepted the instructions.
- 6.4 Sub-contracted ABI Member reserve the right to terminate the provision of Sub-contracted ABI Member services to the Principal Member by providing written notice delivered to the Principal Member's address or by email. The Principal Member may also terminate their instructions to Sub-contracted ABI Member on any matter at any time by providing Sub-contracted ABI Member with written notification. Notwithstanding any termination by either party, the Principal Member agrees to pay any outstanding fees and costs incurred up to the date of termination or the fixed fee agreed.
7. **Effects of Termination**
- 7.1 Upon the termination of instructions for any reason: any sum owing by either party to the other under any of the provisions of their agreement shall become immediately due and payable;
- 7.2 all clauses which, either expressly or by their nature, relate to the period after the expiry or termination of their agreement shall remain in full force and effect.
- 7.3 termination shall not affect 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 any party may have in respect of any breach of their agreement which existed at or before the date of termination;
- 7.4 subject as provided in this clause and except in respect of any accrued rights neither party shall be under any further obligation to the other.
8. **Further Assurance**
- 8.1 Sub-contracted ABI Member reserve the right to act on behalf of other individuals / companies who operate in the same locality as the Principal Member or any related subject area subject to Sub-contracted ABI Member obligations of confidentiality and conflict of interest as contained herein.
- 8.2 In the execution of Sub-contracted ABI Member instructions and investigative, risk management or surveillance activities or litigation support services Sub-contracted ABI Member 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 or other sector standard.
9. **Compliance**
- 9.1 Sub-contracted ABI Member Privacy Notice & Record of Processing Activities can be downloaded on its website and forms part of their agreement.
- 9.2 Sub-contracted ABI Member 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 and in any event as directed by the Principal Member.
- 9.3 During such retention period personal data processed by Sub-contracted ABI Member on the Principal Member's behalf will be kept securely and where transferred to the Principal Member or a sub-contractor or third party instructed by the Principal Member, 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.
- 9.4 Without prejudice to Sub-contracted ABI Member Processor or Controller obligations, Sub-contracted ABI Member will offer to the Controller or data subject, without charge, assistance should a data subject formally serve upon the Principal Member or the Controller a Subject Access Request or other obligation under chapter III UK GDPR. Any Subject Access Request served on Sub-contracted ABI Member directly will be referred to the Principal Member immediately upon receipt, as necessary.
- 9.5 In the event of a data breach during the processing of personal data under the terms of their contract the Principal Member shall be notified immediately, and Sub-contracted ABI Member will provide assistance to the Principal Member and/or Controller in order to comply with Article 28(f) of the UK GDPR.
- 9.6 In the event Sub-contracted ABI Member is acting as Processor they shall upon request submit audits and inspection and provide the Principal Member or Controller with requisite information to ensure compliance with its Article 28 obligations. Sub-contracted ABI Member will inform the Principal Member or Controller immediately if there is a danger of something infringing the UK GDPR.
- 9.7 Furthermore, in the event Sub-contracted ABI Member acts as Processor, Sub-contracted ABI Member confirms, and It is acknowledged, that all sub-contractors (sub-Processors) so instructed by Sub-contracted ABI Member as provided above, will be bound by the UK GDPR conditions as contained within these terms.
- 9.8 For the avoidance of doubt instructions are accepted on the basis that Sub-contracted ABI Member services are conducted under the direction of the Principal Member, but ordinarily Sub-contracted ABI Member shall be deemed the Processor but Controller, only when Sub-contracted ABI Member determines the purpose and means of the processing,
- 9.9 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.