

# PC Investigations Limited

## Terms & Conditions of Business

### Definitions

"**PC Investigations**" means PC Investigations Limited whose registered office is at: 5 Falkenham Road, Kirtou, Suffolk, IP10 0NP (Company Registration Number: 7229036)

"**The Client**" means any person, partnership, firm, or corporate body requesting services from PC Investigations

"**Services**" shall mean any proper and reasonable work PC Investigations agrees to carry out, for or on behalf of the Client (but without limitation to) consultancy, research, research & development of systems, management and auditing services, investigations, electronic discovery, forensic analysis and provision of legal testimony.

"**Intellectual Property Rights**" means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

"**Confidential Information**" means any and all information (whether marked confidential or not) relating to PC Investigations disclosed leading up to and during the provision of Services in whatever form, including, without limitation, visually or orally, electronically or in writing including but not limited to, any business concepts, proposals or ideas relating to the Services, save: trivial information; information known to the Client prior to any association with PC Investigations; information disclosed to the client by a third party under no confidentiality obligation to PC Investigations; and information in the public domain.

"**Fees**" means all charges in consideration of the Services plus all reasonable expenses incurred by PC Investigations in the performance of the Services and a cancellation charges notified to the Client prior to the commencement of Services.

"**Terms of Engagement**" means any suitable document or written request (including email) received by PC Investigations from the Client requesting Services from PC Investigations or the written proposals provided by the PC Investigations to the Client. The Terms of Engagement will include full details of both PC Investigations & the Client and describe the type and quantity of Services requested.

### Acceptance of Terms & Conditions

The Client will be deemed to have accepted these Terms and Conditions once the Terms of Engagement has been received by PC Investigations, or PC Investigations has commenced the provision of Services.

### Responsibility For Work

PC Investigations will appoint or contract a person who has responsibility for the Services pertaining to that Client. This person shall use all reasonable endeavours to ensure that the Client remains informed of the progress of the Services and will extend the Client all reasonable assistance in order to ensure customer care is maintained.

### Fees & Payment

Fees payable by the Client will be calculated in accordance with PC Investigation's standard rates unless otherwise agreed, in writing, prior to the commencement of Services.

PC Investigations will, in consideration for carrying out of the Services, from time to time issue invoices for the payment of the Fees. These invoices will detail terms for payment. PC Investigations must receive payment, in full, within the specified time as per the specified payment terms.

All sums due from the Client to PC Investigations which are not paid on the due date (without prejudice to the rights of PC Investigations under the Agreement) shall bear compounded interest at the rate of 4% over the daily base rate of the Bank of England.

If no payment is received within 30 days of the due date, PC Investigations reserves the right without prejudice to any other right or remedy to withdraw or suspend provision of the services. In the event or where a payment on account is requested by PC Investigations, services will not be commenced until such payment has been received in full. The resumption of Services shall be at PC Investigation's sole discretion.

### Confidentiality

The Client shall i) keep confidential all Confidential Information disclosed to it by PC Investigations or any member of PC Investigations; ii) use such Confidential Information solely in connection with the Services; iii) make no copies or other reproduction of any kind of Confidential Information, except with PC Investigation's prior written consent; iv) upon PC Investigation's written request shall cease to use such Confidential Information as disclosed by PC Investigations and return or destroy all such Confidential Information.

PC Investigations shall be willing to enter into a non-disclosure or confidential agreement, as it deems reasonable and on reasonable terms, with the Client upon written request.

### Intellectual Property Rights

Notwithstanding any agreement made in writing between the Client and PC Investigations, Intellectual Property Rights to all work carried out during the Services shall always vest with PC Investigations except the Intellectual property Rights in any documentation or other materials, and any data or other information provided exclusively by the Client, relating to the Services, which shall remain with the client.

### Warranties & Indemnities

The Client shall provide PC Investigations with all such information and materials as are necessary for PC Investigations to carry out the Services and the Client warrants that all information provided by it or on its behalf to PC Investigations will be accurate. The Client further warrants that it will give PC Investigations written notice of any hazards, known or suspected, by the Customer that might potentially arise in the use of such materials.

The Client warrants that it has the necessary rights and is entitled to use or disclose for the purposes of the Services all Intellectual Property supplied by it to PC Investigations for the purposes of carrying out the Services.

The Client shall indemnify and keep indemnified on a full and unqualified basis PC Investigations against any and all actions, claims, demands, costs, charges and/or expenses arising out of any loss or damage incurred by the reason of any infringement or alleged infringement by the Client of any Intellectual Property right in relation to the Services.

### Force Majeure

PC Investigations will not be held responsible for failure or delay in carrying out the Services due in whole or in part to any circumstances whatsoever beyond its reasonable control.

### Obligations & Responsibilities

PC Investigations will use all reasonable endeavours to provide the Services by any reasonable date specified or requested by the Client, but each such date is to be treated as an estimate only. PC Investigations will provide the Client with reports upon request concerning the progress of any particular part of the Services and notify the Client if PC Investigations believes it will not be able to complete any particular part of the Services within any previously agreed timeframe. The Client shall co-operate with and assist PC Investigations to the extent that PC Investigations reasonably require to enable PC Investigations to carry out the Services.

PC Investigations will use all reasonable endeavours to ensure a reasonable standard of skill, integrity and reliability is provided to the Client in order to carry out the Services.

PC Investigations may from time to time assist the Client with the organisation, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination and destruction of personal data or information. PC Investigations shall use adequate technical and organisational measures in order to protect against unauthorised or unlawful processing and against accidental loss or destruction of data. PC Investigations will act only on behalf of and at the direction of the Client. All responsibilities pursuant to the Data Protection Act 1998 vest with the Client.

The Client shall be fully responsible that the provision of Services does not breach or contravene any employment law, regional or national civil or criminal codes or any other jurisdiction and relevant legislation. The Client shall fully and effectively indemnify and keep indemnified PC Investigations against any cost, claims or liabilities incurred by PC Investigations arising out of any breach of this provision.

### LIMITATION OF LIABILITY

Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of PC Investigations to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.

In no event shall the PC Investigations be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or PC Investigations had been made aware of the possibility of the Client incurring such a loss.

Nothing in these Terms and Conditions shall exclude or limit the PC Investigation's liability for death or personal injury resulting from PC Investigation's negligence or that of its employees, agents or sub-contractors.

### TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- i) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- ii) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- iii) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- iv) the other party ceases to carry on its business or substantially the whole of its business; or
- v) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

### WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

### NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

### ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

### NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

### GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

