

# PROVEN

LEGAL TECHNOLOGIES

GOOD GOVERNANCE GROUP

## Standard Terms and Conditions for Supply of Services

### 1. Definition and Interpretation

1.1 In these Terms and Conditions the following words shall have the following meanings:

**"Agreement"** means any agreement between Proven Legal Technologies Ltd ("**PLT**") and the Client (each a "**party**" and together the "**parties**") incorporating either: (i) these Terms and Conditions; or (ii) a framework agreement for the supply of services, these Terms and Conditions, and an order acceptance form.

**"Disbursements"** means any cost and might include, but will not necessarily be limited to, subcontractor's fees, court fees, courier charges, photocopying costs, travelling expenses, and other such out of pocket expenses. In addition, PLT reserves the right to charge the Client: (1) any bank charges PLT may incur if the Client pays by bank transfer or credit card; and (2) any foreign currency conversion costs PLT may incur if the Client pays in a currency other than pounds sterling.

**"Background IPR"** means rights in any Intellectual Property, excluding Foreground IPR, owned or controlled by any party arising before commencement of the Services, or in parallel independently of the Services, which is necessary for carrying out the Services.

**"Confidential Information"** means any information given to or obtained by PLT from the Client, or by the Client from PLT, under the Agreement relating to the Services and designated as confidential in writing by the party owning the information.

**"Client"** means the person or persons to whom the Agreement is issued. Where the Client consists of more than one person, the obligation of those persons in respect of the Agreement shall be joint and several.

**"Foreground IPR"** means rights in any Intellectual Property obtained, found, produced, devised, developed or made during or generated in the course of the carrying out of the Services.

**"Intellectual Property"** means any copyright, design right, trademark, trade name, know-how, patentable invention for the purposes of the Patents Act 1977, database right for the purposes of the Copyright and Rights in Databases Regulations 1997, and all intellectual property, including Technical Information, the rights to which are protectable by law; and "**Intellectual Property Rights**" and "**IPR**" shall mean any rights in Intellectual Property.

**"Good Governance Group"** means PLT a subsidiary and/or parent company and/or holding company (within the meaning of the Companies Act 2006) of PLT and/or its advisers, subcontractors, agents and/or representatives of any of the foregoing from time to time and shall include but not be limited to G3 Good Governance Group Limited, G3 Good Governance (US) Corporation, Proven (UK) Limited and Proven Legal Technologies Limited.

**"PLT"** shall mean Proven Legal Technologies Ltd, and shall include the trading names of Palmer Data Recovery and Palmer Legal Technologies or any trading name from time to time.

**"Price"** means the charges, taxes and Disbursements specified in either an agreement for the supply of services, an assessment form, an order acceptance form or proposal.

**"Services"** means the services to be supplied by PLT to the Client as specified in the Agreement.

**"Special Conditions"** means the conditions contained in the framework agreement for the supply of services, and/or any order acceptance form.

**"Technical Information"** means and includes inventions, discoveries (and applications thereof), designs, drawings, techniques, processes, formulae, reports, specifications, practices, procedures, instructions, software and other technical information and data of any kind in whatever form.

**"Terms and Conditions"** means the PLT Standard Terms and Conditions for the Supply of Services.

"VAT" means UK value added tax.

1.2 Clause headings shall not affect the interpretation of these Terms and Conditions.

1.3 Unless the context otherwise requires, references in these Terms and Conditions:

1.3.1 to "**person**" or "**third party**" include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;

1.3.2 to one gender include all genders, and reference to singular include the plural and vice versa;

1.3.3 to any statute, statutory provision or regulation, are references to that statute, statutory provision or regulation, as from time to time amended, extended or re-enacted.

## 2. Services

2.1 PLT agrees to provide the Services to the Client in accordance with these Terms and Conditions and any special conditions agreed between the parties. Where there is any conflict between any Special Conditions and the provisions contained in these Terms and Conditions, the Special Conditions shall prevail.

2.2 PLT's Services will be limited in its nature and scope to the Agreement made between the parties as set out in the relevant framework agreement for the supply of services and/or any other form of acceptance form. PLT accepts no liability for any failure to provide a service in relation to any matter that falls outside the agreed nature and scope of our Agreement with you, or for any failure to follow our advice

2.3 PLT shall try to meet any agreed deadline with the Client for the performance of the Service but, unless PLT agrees otherwise in writing, in relation to any time, date or period for performance or delivery by PLT of the Service, time shall not be of the essence.

2.4 PLT will not undertake any work that is prohibited by government regulation or the laws of England and Wales or, as the case may be, by government regulation or the laws of any jurisdiction in which its work are carried out or in which the Client is incorporated, has its principal place of business or resides. PLT will also not directly or indirectly pay or promise to pay, or authorise the payment of any money, or give, promise to give or authorise the giving of anything of value to any person or entity, including any government official, legal professional or person affiliated with a legal organisation or institution, to obtain improper information or secure any improper advantage for the Client in the course of carrying out the Service.

2.5 In order to comply with the Good Governance Group's policy under the United Kingdom's anti-money laundering legislation, it will be necessary for the Client to supply PLT with documentary evidence of the Client's identity and residence or place of business, and of the source of any monies to be paid to PLT, before the Client's instructions or money can be accepted. If satisfactory documentary evidence is not provided to PLT when requested, PLT may not be able to act for the Client and therefore it may have to terminate the Agreement with the Client

2.6 PLT cannot undertake to provide the Services or services of this type for the Client exclusively.

2.7 All materials and items of equipment which are to be supplied by the Client for the purpose of the Services shall be delivered, assembled, maintained, dismantled and collected at the Client's cost and in accordance with the requirements of the PLT staff responsible for the Services. The Client agrees that the Service may require that equipment is dismantled such that it cannot be re-assembled again and that all equipment and other accessories (except those owned and provided by the Client) and all materials obtained by PLT and/or used for the purposes of the Services shall remain the property of PLT. In such event, the Client agrees that PLT will not assume responsibility for any damage that may occur to the Client's equipment during PLT efforts to complete the Engagement.

- 2.8 If the Services involve the Client's employees attending PLT's premises, the Client will procure that such employees comply with all security, health and safety and other relevant procedures whilst on PLT premises. PLT may, at any time at its absolute discretion, refuse to accept or continue to accept any particular employee of the Client on its premises. PLT is under no obligation to allow the Client's employees to witness the Services being carried out.
- 2.9 No order for the supply of Services is binding on PLT unless and until it has been accepted by PLT in writing.
- 2.10 PLT does not act as legal advisers nor will PLT provide legal advice on the laws or legal procedures of any jurisdiction.

### 3. **Payment of the Price**

- 3.1 Unless otherwise agreed to in advance by PLT and confirmed in writing, all sums relating to the Price are due and payable in advance, on presentation of the invoice, in British Pound Sterling by company cheque, bank wire transfer, or credit card.
- 3.2 In the event that the Client makes a payment in a foreign currency, PLT will charge the currency conversion costs to the Client. If conversion results in a British Pound Sterling sum that is less than the amount of the invoice, you must pay to PLT the sum that remains outstanding. PLT invoices are payable in full. No deductions may be made in respect of bank charges, for the cost of foreign currency conversion, or by way of set-off or counterclaim. For the avoidance of doubt, VAT will be added to all Prices at the prevailing rate unless expressly stated otherwise.
- 3.3 PLT does not accept cash payments, in the event that PLT has to pay money to the Client, it will be paid to the Client by cheque or bank transfer, it will not be paid in cash or to a third party.
- 3.4 In the event that payment is made by credit card, charge card or debit card then the Client will not instruct the provider of that credit service to dispute a payment item due to PLT without having used reasonable efforts to resolve the dispute with PLT before such instruction is given.
- 3.5 If credit terms are offered by PLT then payments of the Price shall be made within thirty (30) days of receipt of a valid VAT invoice.
- 3.6 Unless PLT agrees otherwise in writing, PLT shall deliver invoices to the Client at regular intervals as the delivery of the Services progresses. PLT shall also deliver a final invoice to the Client when the Services are completed in full. In the event that PLT agrees that a third party can pay the Price the Client incurs with PLT, the Client will remain liable for the payment of such Price until they have been paid by the third party
- 3.7 Any query the Client may have in respect of any invoice PLT delivers to the Client must be raised with PLT promptly and no later than 30 days after the date of the invoice. Unless within 30 days of the invoice date the Client has indicated otherwise in writing, the Client will be deemed to have admitted liability for the debt represented by the invoice.
- 3.8 All sums due from the Client to PLT which are not paid on the due date (without prejudice to the rights of PLT under the Agreement), PLT may suspend or terminate the Agreement, instruct any third parties engaged by PLT to do likewise, and invoice the Client for the unbilled Price. If an invoice remains unpaid for more than 30 days, PLT will charge the Client interest on the amount outstanding on a daily basis from the date of the invoice until the date of payment at the same rate as is payable on judgment debts, currently 8% per annum.

#### 4. Retainer Payments

- 4.1 PLT's practice is to require its clients to provide PLT with sums of money, from time to time, on account of the Disbursements and VAT that PLT anticipates will be incurred in the weeks or months ahead. PLT may make such a request at the start of a matter and on other occasions as necessary. PLT may suspend or terminate the Agreement if funds are not provided promptly when requested. Any delay in providing funds could have an adverse effect on the Services. PLT accepts no liability for any prejudice caused to the Client or the Services as a result of any delay in providing, or for any failure to provide, funds to PLT. As PLT is liable for all Disbursements it incurs on the Client's behalf, PLT has no obligation to incur Disbursements unless the Client has first provided PLT with cleared funds to discharge them. This is particularly so in the case of large Disbursements. Any surplus funds that remain after PLT Disbursements have been paid will be returned to the Client when the Services have been completed in full.
- 4.2 Whenever PLT holds money on the Client's behalf and for any reason (for example, money held on account of Disbursements or other funds payable to the Client at the conclusion of the Services), the Client agrees that PLT may deduct from that money all sums that are due to PLT in respect of the Price PLT has incurred on that Service and on any other Service upon which PLT is instructed by the Client.

#### 5. Lien

PLT has a legal right to retain any property belonging to the Client that is in PLT's possession or under PLT's control or that is recovered or preserved by PLT on the Client's behalf until PLT's Price has been paid in full. This is called a "**lien**". It is PLT's practice always to exercise its lien until all outstanding invoices have been paid.

#### 6. Warranties and Indemnities

- 6.1 The Client shall provide PLT with all such information and materials as are necessary for PLT to carry out the Services in accordance with clause 2 above and the Client warrants that all information provided by it or on its behalf to PLT will be accurate. The Client further warrants that it will give PLT written notice of any hazards, known or suspected, by the Client that might potentially arise in the use of such materials.
- 6.2 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 PLT for the purposes of carrying out the Services.
- 6.3 The Client shall indemnify and keep indemnified on a full and unqualified basis PLT 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.

#### 7. Limitation of Liability

- 7.1 PLT will have no liability of any nature, whether in contract, tort, statute or otherwise, for any losses, damages, costs or expenses arising from or in any way connected with an Assignment, except where such losses are caused by its negligence or wilful default.
- 7.2 Save and to the extent that such limitation may not be permitted by applicable law, you agree that the aggregate liability of PLT, and of all its directors, consultants and employees, for any loss or damage arising from or in connection with any service we have provided or failed to provide under the Agreement in any circumstances whatsoever (whether in contract, tort, under statute or otherwise) and whenever and howsoever caused (including, but not limited to, PLT's own negligence or non-performance) shall be limited in respect of all claims from all clients to a maximum amount equal to £2m. PLT confirms that it has Professional Indemnity Insurance in place sufficient to cover this amount.

- 7.3 In no event shall PLT or any of its directors, consultants and employees be liable for any punitive or consequential damages or losses of any kind arising in connection with the Services, whether based on contract, tort, statute or otherwise, except to the extent that the limitation of liability contained herein is not permitted by applicable law.
- 7.4 If the Client sustains a loss for which PLT and a third party are jointly and severally liable, the Client agrees that the loss the Client can recover from PLT shall be limited so as to be in proportion to PLT's relative contribution to the fault that caused the loss.
- 7.5 PLT has legal responsibility for all work its directors, consultants and employees carry out on its behalf. No individual director, consultant or employee of PLT contracts with the Client personally or assumes legal responsibility to the Client personally in respect of work properly performed on behalf of PLT. All communications sent to you during the course of PLT's work (whether signed by a director, consultant or employee) are to be treated as sent on behalf of PLT. The Client agrees that it will not make any claim (whether in contract, tort, under statute, or otherwise) against any individual director, consultant or employee of PLT personally. Directors, consultants and employees of PLT shall be entitled to rely on the provisions contained in the Agreement to the extent that they limit their personal liability.

## 8. Confidentiality

- 8.1 PLT shall not without the Client's written consent disclose to any person other than the Client or use otherwise than for the purpose of carrying out the Services:
- 8.1.1 the nature of the Services or the results obtained; or
- 8.1.2 any secret or Confidential Information before or after the date of the Agreement concerning the Services or relating to any products or operations of the Client providing that the information:
- (i) is acquired from the Client or is specific to the Client's business; and
  - (ii) has not been developed or generated independently by PLT; or
  - (iii) has not been in PLT's possession prior to acquisition from the Client; or
  - (iv) is not in the public domain at the time of disclosure to PLT, or at any time after its disclosure to PLT, through no breach of the Agreement by PLT; or
  - (v) is not required to be disclosed pursuant to any court order or statutory or other legal requirement.
- 8.2 Any Confidential Information disclosed by the Client under this Agreement will remain the owner's sole property, and PLT shall employ reasonable measures to prevent the unauthorised use of the Client Information, which measures shall not be less than those measures employed by PLT in protecting its own confidential information.
- 8.3 PLT will not disclose Confidential Information except to its employees or consultants reasonably requiring such information (and who have secrecy obligations to PLT) and not to any other party except as required by law.
- 8.4 PLT is part of the Good Governance Group and the Client hereby agrees to the transfer of information to the Good Governance Group worldwide, as needed, for the sole purpose of performing the engagement.

## 9. Data protection

- 9.1 Personal data the Client provides to PLT will be held and processed in accordance with its obligations under the Data Protection Act 1998 (DPA) and/or under any other applicable data protection laws. PLT shall assume that the Client has complied with its own obligations under the DPA and/or any other applicable data protection laws in providing such personal data to PLT in the first place. By entering into these Terms and Conditions, the Client confirms, both for the Client itself and for any individuals whose

personal data the Client discloses to PLT, that PLT may hold and process the data for the following purposes: (1) to provide the Client with such services as the Client requests from PLT from time to time; (2) to administer the Client's relationship with PLT and PLT's internal records; (3) to comply with PLT's legal, regulatory and professional obligations; (4) to trace and collect payment of any debt owed to PLT; (5) to ensure the safety and security of PLT's staff and premises including through the use of CCTV; and (6) to provide the Client with information about PLT, the Good Governance Group and its services. If at any time the Client would prefer not to receive information about PLT or its services, please inform PLT in writing.

- 9.2 The above activities may include transferring information to countries where the statutory protection in connection with data and/or privacy is less robust than that in the United Kingdom, or indeed non-existent. Notwithstanding this, PLT undertakes to treat the Client's personal data with care and confidentiality and to observe the same high standards in every country in which it is held. If the Client does not want information to be used in this way, please inform PLT in writing.

## 10. Intellectual Property Rights

- 10.1 Subject to any third party rights other than by virtue of the Agreement, to the extent that the provision of the Services results in the creation of any Foreground IPR such Foreground IPR shall vest in PLT. PLT grants the Client a non-exclusive, non-transferable licence to use such Foreground IPR as PLT creates it for the Client, for the sole purpose of the matter to which it relates and for no other purpose. If the Client does not pay PLT in full, PLT may give the Client notice revoking this licence and only re-grant it when PLT has been paid in full. PLT may, for its subsequent use, retain a copy of any advice or opinion PLT obtains on the Client's behalf. In that event PLT shall take reasonable steps to conceal any information that might enable the Client to be identified.
- 10.2 Ownership or title to any Background IPR shall not be affected by these Terms and Conditions or by the Agreement.

## 11. Force Majeure

PLT 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 including the procurement of specialist materials. If PLT is prevented by such circumstances from wholly or substantially performing its obligations under this Agreement for a continuous period of seven (7) days, either party shall be entitled to terminate the Agreement immediately by giving the other notice in writing. Neither party shall be liable to the other because of such termination but the Client shall remain liable to pay the Price that PLT has incurred prior to termination.

## 12. Termination

- 12.1 Where PLT reasonably assesses that it is unable to fulfil the objective desired by the Client then the Agreement may be terminated forthwith by PLT with no notice requirement.
- 12.2 Either party may terminate the Agreement forthwith by written notice given to the other where: that other party commits a breach of the Agreement which the party serving the notice reasonably considers is not capable of remedy; or that other party has continued in any breach of the Agreement for more than 30 days after being warned in writing of such breach.
- 12.3 PLT may terminate the Agreement forthwith by written notice given to the Client if:
- 12.3.1 the Client is a company, and the company passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Client makes a composition or an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is

appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order; or

- 12.3.2 the Client being an individual at any time becomes bankrupt, or has a receiving order made against him or her or makes any composition or arrangement with or for the benefit of his or her creditors, or purports to do so; or
- 12.3.3 the Client is a partnership and any partner thereof at any time becomes bankrupt, or has a receiving order made against him or her, or any partner or the partnership makes any composition or arrangement with or for the benefit of their creditors, or purports to do so.
- 12.4 If the Client does not make payments in accordance with clauses 3 and 4 above, PLT reserves the right to cease the Services and, if it thinks fit, to terminate the Agreement forthwith by written notice given to the Client.

### **13. Effect of Termination**

- 13.1 Termination of the Agreement shall not affect any obligation or liability of any party which has accrued at the date of termination.
- 13.2 Except for clauses 3, 4, 6, 7, 8, 9, 10, 11, 12 and except in respect of any other accrued rights, neither party shall be under any further obligation to the other.
- 13.3 Upon termination of the Agreement, PLT may set off against any debt owed by the Client to PLT, or the amount of loss and/or damage PLT has reasonably assessed as resulting from the termination of the Agreement, any sums otherwise due to the Client.

### **14. Assignment and Sub-Contracting**

- 14.1 The Client shall not assign or sub-contract the Agreement or any part of it without the prior consent of PLT in writing, such consent is not to be unreasonably withheld.
- 14.2 PLT may, at any time on reasonable notice in writing to the Client, transfer or assign all or any rights and/or obligations under the Agreement.
- 14.3 PLT shall be free to sub-contract or otherwise deal with the whole or any part of the Services.

### **15. Waiver, Variation and Representations**

- 15.1 No delay by PLT in enforcing or expressing any right, either arising out of the Agreement or any right in respect of any breach of the Agreement by the Client, shall constitute a waiver of such right.
- 15.2 No waiver by PLT of any breach of the Client's obligations shall constitute a waiver of any other prior or subsequent breach.
- 15.3 Any variation of any provision of the Agreement in respect of a specific matter must be effected in writing and issued by PLT and will only apply to that particular matter. No purported variation by any other means shall bind PLT.
- 15.4 No statement in any publication issued by PLT constitutes a term of the Agreement, or a representation in reliance upon which the Agreement has been entered into.

## 16. Legal Relationship

- 16.1 PLT remains an independent contractor and is not the Client's employee, servant or agent and has no authority in terms of, or arising from, the provisions hereof to bind the Client or to incur any liabilities or obligations on the Client's behalf or in the Client's name.
- 16.2 No partnership or agency of whatever nature is created between the parties under this Agreement; and nothing in this Agreement shall be construed as requiring or proposing that PLT will be providing financial services to you.
- 16.3 Any reference made to a PLT marketing programme and/or campaign from time to time that includes words such as but not limited to "**Partner**" or "**Affiliate**" are subject to the overriding principles of clauses 16.1 and 16.2.

## 17. Severability

If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 18. Notices

Any notices to be given under the Agreement shall be in writing and sent to the relevant address or addresses set out in the Agreement by hand, electronic mail transmission, facsimile or prepaid post. Such notices shall be deemed to be received at once if sent by facsimile or electronic mail transmission and, if sent by prepaid first class post within the United Kingdom, shall be deemed to be served on the second business day after posting. If a notice is sent to or from abroad by prepaid mail it shall be deemed to be served on the fifth business day after posting.

## 19. Dispute Resolution

- 19.1 PLT and the Client shall, in good faith, attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.
- 19.2 If any such dispute cannot be resolved in accordance with condition 17.1, the dispute may, by agreement between PLT and the Client, be referred to mediation in accordance with condition.
- 19.3 The procedure for any such mediation shall be as follows:
  - 19.3.1 A neutral person (the "**Mediator**") shall be chosen by agreement between PLT and the Client, alternatively, either party may, within fourteen days from the date of the proposal to appoint a Mediator, or within fourteen days of notice to either party that the chosen Mediator is unable or unwilling to act, apply to the Centre for Dispute Resolution ("**CEDR**") to appoint a Mediator;
  - 19.3.2 PLT and the Client shall, within fourteen days of the appointment of the Mediator, meet with him or her to agree a timetable for the exchange of all relevant and necessary information and the procedure to be adopted for the mediation. If appropriate, PLT and the Client may, at any stage, seek from the CEDR guidance on a suitable procedure;
  - 19.3.3 Unless otherwise agreed, all negotiations and proceedings in the mediation connected with the dispute shall be conducted in strict confidence and shall be without prejudice to the rights of the parties in any future proceedings.

- 19.3.4 If PLT and the Client reach agreement on the resolution of the dispute, that agreement shall be reduced to writing and shall be binding upon PLT and the Client.
- 19.3.5 Failing agreement, either PLT or the Client may invite the Mediator to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the dispute without the prior written consent of PLT and the Client.
- 19.4 For a period of sixty days from the date of the appointment of the Mediator, or such other period as PLT and the Client may agree, neither of the parties to the dispute may commence any proceedings in relation to the matters referred to the Mediator.

## 20. **Jurisdiction and Governing Law**

The Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.