



## Rosetta Consulting Ltd.

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### Terms of Business – Direct (06-01-2021)

These Terms are for the Provision of Investigative and Litigation Support services.

#### WHEREAS:

- (1) These terms of business set out the basis on which Rosetta Consulting Ltd., hereinafter known as Rosetta Consulting, 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) Rosetta Consulting shall carry out a conflict of interest assessment and ensure none exist to prevent Rosetta Consulting from accepting your instructions.

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#### IT IS AGREED as follows:

1. **Communication**  
Rosetta Consulting shall communicate with such of your officers, staff and other advisers as appears to Rosetta Consulting to be appropriate. If, however you have any specific security requirements relating to the communication of information to you or your company (as the case may be) then please advise Rosetta Consulting.
2. **Liability**  
The services Rosetta Consulting provide to you, which shall include any information or advice given to you, is based solely on the information you have given to Rosetta Consulting and does not constitute advice to any third party to whom you may communicate it.
3. **Rights of Third Parties**
- 3.1 Rosetta Consulting duties are owed only to the individual/company whose instructions Rosetta Consulting is acting upon and Rosetta Consulting disclaim any liability to any other persons regardless of whether the Client instructs Rosetta Consulting on behalf of another.
- 3.2 The terms on which Rosetta Consulting is acting on the Client's matter (contained herein or otherwise) are intended to be enforceable solely by the contracting parties herein.
- 3.3 Rosetta Consulting do not accept any liability for services or information provided by any third parties instructed by Rosetta Consulting on the Client's behalf in respect of the relevant services unless there is prior agreement in writing.
4. **Provision of Services**
- 4.1 With effect from the commencement date, Rosetta Consulting shall, throughout the course of the instructions, provide the services to the Client as agreed within the Client's original instruction.
- 4.2 Rosetta Consulting 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 Rosetta Consulting registered office is based.
- 4.3 Rosetta Consulting shall act in accordance with all reasonable instructions given to Rosetta Consulting by the Client provided that such instructions are lawful.
- 4.4 Rosetta Consulting 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.
- 4.5 Rosetta Consulting reserve the right to amend or supplement any terms herein contained generally or specific to any matter by providing notice in writing.
5. **Client's Obligations Pertaining to Services**
- 5.1 The Client shall use all reasonable endeavours to provide all pertinent information in their lawful instruction to Rosetta Consulting that are necessary for Rosetta Consulting to provide the services.
- 5.2 The Client may, from time to time, issue reasonable lawful instructions to Rosetta Consulting in relation to Rosetta Consulting provision of the services, only insofar as they meet the specifications of the service offered by Rosetta Consulting..
- 5.3 If any consents, licences or other permissions are needed from any third parties, 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 specifically agreed.

5.4 If the nature of the services requires that Rosetta Consulting have access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure Rosetta Consulting have access to the same at the times to be agreed between Rosetta Consulting and the Client as required.

#### 6. **Fees, Payments and Records**

6.1 The cost of the services shall be indicative of the type of work undertaken and it is normal procedure for Rosetta Consulting to provide an estimate or proposal in each instance. Rosetta Consulting payment terms are 28 days. If there are any changes in the Client's instructions or in the circumstances of the matter at anytime these shall be reflected in an amended proposal, which shall be provided to the Client at the earliest opportunity. In the event that Rosetta Consulting is unable to provide a proposal, Rosetta Consulting shall keep the Client informed of the work in progress on a periodic basis or upon the Client's request.

6.2 Where it is necessary to instruct a third party on behalf of the Client, including but not limited to external services, Rosetta Consulting will do so as the Client's agent and the Client shall be responsible for payment of the third parties fees.

6.3 Rosetta Consulting 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 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 Client.

6.4 An invoice, or receipted invoice, will be rendered at the conclusion of a matter. Rosetta Consulting reserve the right to render interim invoices during the course of the services provided. Any particular billing requirements of the Client should be given to Rosetta Consulting prior to the services commencing.

6.5 Bills are payable in accordance with Rosetta Consulting Payment Terms, which are outlined to you in accordance with clause 6.3 and Rosetta Consulting reserve the right to charge interest at 4% above the underlying base rate and other charges in relation to late payment and/or debt recovery.

#### 7. **Confidentiality**

7.1 Each party undertakes that, except as provided by sub-clause 10.2 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:

7.1.1 keep confidential all confidential Information;

7.1.2 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;

7.1.3 not use any confidential Information for any purpose other than as contemplated by and subject to the terms of this agreement;

7.1.4 not make any copies of, record in any way or part with possession of any confidential Information; and

7.1.5 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-clauses 7.1.1 to 7.1.4 above.

7.2 The provisions of this clause 7 shall continue in force in accordance with its terms indefinitely, notwithstanding the termination of this agreement for any reason.

#### 8. **Limitation of Liability**

8.1 This clause 8 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 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.

8.2 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.

8.3 Without prejudice to sub-clause 8.2, Rosetta Consulting 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.

#### 9. **Force Majeure**

9.1 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.

9.2 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.

#### 10. **Term, Termination & Sub-contracting**

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

10.2 Rosetta Consulting will treat as confidential all information concerning the Client's business affairs received as a result of instructions received and not disclose the information to any third party save to those persons whom Rosetta Consulting deem necessary and solely for the purpose of carrying out the Client'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.

10.3 Rosetta Consulting, 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 Rosetta Consulting discretion and that you acknowledge that you specifically agree to Rosetta Consulting doing so. Wherever possible, any sub-contractor will be a Member of the Association of British Investigators, and you can find details of their members on their website at [www.theABI.org.uk](http://www.theABI.org.uk). In some instances, Rosetta Consulting will use sub-contractors who are not members of the Association of British Investigators, but that meet Rosetta Consulting requirements and/or are specialists. If you do not give permission for Rosetta Consulting to instruct sub-contractors at Rosetta Consulting sole discretion, you must notify Rosetta Consulting in writing in the initial instruction or as soon as reasonably practical thereafter and in any event before Rosetta Consulting commence the services, and Rosetta Consulting will then seek your further permissions if necessary. In the event of such permission being withdrawn Rosetta Consulting reserve the right to review the terms under which Rosetta Consulting have accepted your instructions.

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

- 10.5 Rosetta Consulting 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 Client's identity and or compliance with the Money Laundering Regulations in the jurisdiction in which the services are to be provided.
- 10.6 Rosetta Consulting reserve the right to terminate the provision of Rosetta Consulting 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 Rosetta Consulting on any matter at any time by providing Rosetta Consulting 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 termination or the fixed fee agreed.
11. **Effects of Termination Upon the termination of this agreement for any reason:**
- 11.1 any sum owing by either party to the other under any of the provisions of this agreement shall become immediately due and payable;
- 11.2 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.
- 11.3 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 this agreement which existed at or before the date of termination;
- 11.4 subject as provided in this clause 12 and except in respect of any accrued rights neither party shall be under any further obligation to the other; and
- 11.5 each party shall (except to the extent referred to in clause 18) immediately cease to use, either directly or indirectly, any confidential information, and shall immediately return to the other party any documents in its possession or control which contain or record any confidential Information upon request of the other party.
12. **No Waiver**  
No failure or delay by either party in 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.
13. **Further Assurance**
- 13.1 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 and effect.
- 13.2 From time to time Rosetta Consulting may wish to issue publicity about Rosetta Consulting services which may include details of previous cases or case scenarios Rosetta Consulting shall make no specific references to the Clients matter which may reveal or otherwise lead to be revealed any information which shall be subject to clause 7 herein.
- 13.3 Rosetta Consulting reserve the right to act on behalf of other individuals/companies who operate in the same locality as the Client or any related subject area subject to Rosetta Consulting obligations of confidentiality and conflict of interest as contained herein.
- 13.4 In the execution of Rosetta Consulting instructions and investigative, risk management or surveillance activities or litigation support services Rosetta Consulting 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 Association of British Investigators, see [www.TheABI.org.uk](http://www.TheABI.org.uk).
- 13.5 Rosetta Consulting is affiliated to The Association of British Investigators and the members are subject to that professional body's Code of Ethics and Professional Standards, see [www.TheABI.org.uk](http://www.TheABI.org.uk).
- 13.6 In the event that the Client is not satisfied with the service provided, a written complaint should be made to Rosetta Consulting 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 the Client remains dissatisfied, the Client should then refer to the disciplinary procedures available against individual members through the Association of British Investigators, see [www.TheABI.org.uk](http://www.TheABI.org.uk).
14. **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.
15. **Law and Jurisdiction**  
These terms of business are governed by and shall be construed in accordance with the laws of the jurisdiction applicable to Rosetta Consulting principal office and you agree to submit to the exclusive jurisdiction of the Courts therein.
16. **Agreement to these Terms**  
The Client shall agree to be bound by these Terms, by instructing or continuing to instruct Rosetta Consulting and upon condition that Rosetta Consulting accept or indicate or imply acceptance by commencing the service.
17. **Training & Continuing Professional Development**  
Rosetta Consulting is affiliated to The Association of British Investigators and the members are subject to that professional body's programme of training and continuing professional development see [www.TheABI.org.uk](http://www.TheABI.org.uk)
18. **Compliance**
- 18.1 Rosetta Consulting Privacy Notice & Record of Processing Activities can be downloaded from their website and forms part of this agreement.
- 18.2 Rosetta Consulting 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.
- 18.3 During such retention period personal data processed by Rosetta Consulting on the Client's behalf will be kept securely and where transferred to the Client or a sub-contractor or third party instructed by the Client, 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.
- 18.4 Without prejudice to Rosetta Consulting Controller obligations, Rosetta Consulting will offer to the Client or data subject, without charge, assistance should a data subject formally serve upon the Client a Subject Access Request or other obligation under chapter III UK GDPR. Any Subject Access Request served on Rosetta Consulting directly will be referred to the Client immediately upon receipt, as necessary.
- 18.5 In the event of a data breach during the processing of personal data under the terms of this contract the Client shall be notified immediately, and Rosetta Consulting will provide assistance to the Client in order to comply with Article 28(f) of the UK GDPR.
- 18.6 In the event Rosetta Consulting is acting as Processor they shall upon request submit audits and inspection and provide the Client with requisite information to ensure compliance with its Article 28 obligations. Rosetta Consulting will inform the Client immediately if there is a danger of something infringing the UK GDPR.

- 18.7 Furthermore, in the event Rosetta Consulting acts as Processor, Rosetta Consulting confirms, and It is acknowledged, that all sub-contractors (sub-Processors) so instructed by Rosetta Consulting as provided in sub-clause 10.3 above, will be bound by the UK GDPR conditions as contained within these terms.
- 18.8 In accordance with clause 10.3 above, in the unlikely event that Rosetta Consulting cease trading, or you are unable to contact Rosetta Consulting, any sub-contractor instructed by Rosetta Consulting, Rosetta Consulting will, by default, become the Controller or Joint Controller with you.
- 18.9 For the avoidance of doubt instructions are accepted on the basis that Rosetta Consulting services are conducted under the direction of the Client but ordinarily Rosetta Consulting shall be deemed the Controller, when Rosetta Consulting determines the manner and the purpose of the processing.
- 18.10 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.
- 18.11 Rosetta Consulting shall meet the responsibilities to ensure 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.