

DIGITRACE INVESTIGATIONS LIMITED

SERVICE AGREEMENT

THIS AGREEMENT is made on [DATE]

BETWEEN:

DigiTrace Investigations Limited, a company registered in England and Wales under company number [COMPANY NUMBER] whose registered office is at [REGISTERED ADDRESS] ("DigiTrace"); and

[CLIENT NAME], of [CLIENT ADDRESS] ("Client")

(together referred to as the "Parties" and individually as a "Party")

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Commencement Date" means the date of this Agreement;

"Confidential Information" means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential, including but not limited to information relating to the business, affairs, clients, products, operations, processes, plans or intentions of either Party, together with all information derived from any such information;

"Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018 and any other applicable laws relating to the processing of personal data;

"Deliverables" means the reports, documents, and other materials to be provided by DigiTrace to the Client as specified in the Proposal;

"Fee" means the fee payable by the Client to DigiTrace for the Services, as set out in the Proposal;

"Investigation" means the digital investigation to be conducted by DigiTrace as specified in the Proposal;

"Proposal" means the written proposal provided by DigiTrace to the Client setting out the scope of the Services, the Fee, and other relevant information;

"Services" means the services to be provided by DigiTrace to the Client as specified in the Proposal, including the Investigation and the provision of the Deliverables;

"UK GDPR" means the UK General Data Protection Regulation as defined in the Data Protection Act 2018.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Agreement;
- (b) references to a person include an individual, company, partnership, or unincorporated association;
- (c) any reference to a statute or statutory provision includes any modification or re-enactment of it;
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement; and
- (e) "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.

2. APPOINTMENT AND TERM

2.1 The Client appoints DigiTrace to provide the Services in accordance with this Agreement.

2.2 DigiTrace shall provide the Services from the Commencement Date until completion of the Services or termination of this Agreement in accordance with its terms.

3. SERVICES

3.1 DigiTrace shall provide the Services:

- (a) in accordance with the Proposal;
- (b) with reasonable care and skill;
- (c) in compliance with all applicable laws and regulations; and
- (d) using personnel who are suitably skilled and experienced.

3.2 DigiTrace shall use reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 DigiTrace shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

4. CLIENT OBLIGATIONS

4.1 The Client shall:

- (a) provide DigiTrace with all information, documentation, and assistance reasonably required for the provision of the Services;
- (b) ensure that all information provided to DigiTrace is accurate, complete, and not misleading;
- (c) obtain and maintain all necessary licences, permissions, and consents which may be required for the Services;

- (d) comply with all applicable laws and regulations relating to the Services; and
- (e) use the Services and Deliverables only for lawful purposes and in accordance with this Agreement.

4.2 The Client represents and warrants that:

- (a) it has a legitimate, lawful reason for instructing DigiTrace to conduct the Investigation;
- (b) it will not use the Services or Deliverables for any unlawful purpose, including but not limited to harassment, stalking, intimidation, or any activity that may cause harm to others; and
- (c) it has the legal right and authority to request the Services.

4.3 If DigiTrace's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, DigiTrace shall:

- (a) not be liable for any costs, charges, or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Fee despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges, or losses DigiTrace sustains or incurs arising directly or indirectly from such prevention or delay.

5. FEES AND PAYMENT

5.1 In consideration of the provision of the Services, the Client shall pay the Fee to DigiTrace in accordance with this clause 5.

5.2 The Fee shall be payable as specified in the Proposal. Unless otherwise stated, DigiTrace shall invoice the Client as follows:

- (a) for hourly rate services, monthly in arrears based on the hours worked;
- (b) for fixed-fee packages, 50% upon signature of this Agreement and 50% upon delivery of the Deliverables; and
- (c) for retainer services, at the beginning of each agreed period.

5.3 The Client shall pay each invoice submitted by DigiTrace within 14 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by DigiTrace.

5.4 All amounts payable by the Client under this Agreement are exclusive of value added tax (VAT), which shall be added to the Fee at the applicable rate.

5.5 If the Client fails to make any payment due to DigiTrace under this Agreement by the due date for payment, then, without limiting DigiTrace's remedies under clause 9:

(a) the Client shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount; and

(b) DigiTrace may suspend all Services until payment has been made in full.

5.6 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All intellectual property rights in or arising out of or in connection with the Services and Deliverables shall be owned by DigiTrace.

6.2 DigiTrace grants to the Client a non-exclusive, non-transferable licence to use the Deliverables solely for the purpose for which they were commissioned, subject to payment in full of the Fee.

6.3 The Client shall not reproduce, distribute, or commercially exploit the Deliverables without the prior written consent of DigiTrace.

6.4 The Client shall not remove, suppress, or modify any copyright, trademark, or other proprietary notices on or in the Deliverables.

7. CONFIDENTIALITY

7.1 Each Party undertakes that it shall not disclose to any person any Confidential Information of the other Party except as permitted by clause 7.2.

7.2 Each Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information comply with this clause 7; and

(b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

7.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

7.4 The obligations in this clause 7 shall continue for a period of five years from the date of disclosure of the relevant Confidential Information.

8. DATA PROTECTION

8.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.

8.2 The Parties acknowledge that, for the purposes of the Data Protection Legislation, the Client is the controller and DigiTrace is the processor of any personal data processed as part of the Services.

8.3 The Client warrants that it has a lawful basis for requesting the processing of any personal data as part of the Services.

8.4 DigiTrace shall, in relation to any personal data processed in connection with the performance of its obligations under this Agreement:

- (a) process that personal data only on the documented instructions of the Client unless DigiTrace is required by law to otherwise process that personal data;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) not transfer any personal data outside of the United Kingdom unless the Client's prior written consent has been obtained and appropriate safeguards are in place;
- (e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Agreement unless required by law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude DigiTrace's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, DigiTrace shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data, or information;
- (f) loss of or damage to goodwill; or
- (g) any indirect or consequential loss.

9.3 Subject to clause 9.1, DigiTrace's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total Fee paid or payable by the Client to DigiTrace under this Agreement.

9.4 The Client acknowledges that:

- (a) DigiTrace does not guarantee any particular outcome from the Investigation;
- (b) DigiTrace's ability to obtain information may be limited by legal restrictions and the availability of information; and
- (c) DigiTrace is not responsible for the accuracy or completeness of information obtained from public sources or third parties.

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.2 Without affecting any other right or remedy available to it, DigiTrace may terminate this Agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this Agreement on the due date for payment;

(b) DigiTrace reasonably believes that the Client has requested Services for an unlawful or unethical purpose; or

(c) continuing to provide Services would cause DigiTrace to breach any law, regulation, or ethical standard.

10.3 On termination of this Agreement for any reason:

(a) the Client shall immediately pay to DigiTrace all of DigiTrace's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, DigiTrace may submit an invoice, which shall be payable immediately on receipt;

(b) the Client's right to use the Deliverables shall cease immediately;

(c) the following clauses shall continue in force: clause 1 (Definitions and Interpretation), clause 6 (Intellectual Property Rights), clause 7 (Confidentiality), clause 8 (Data Protection), clause 9 (Limitation of Liability), clause 10.3 (Consequences of Termination), clause 11 (General) and clause 12 (Governing Law and Jurisdiction).

11. GENERAL

11.1 Force majeure. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

(a) DigiTrace may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

(b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of DigiTrace.

11.3 Entire agreement.

(a) This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

11.4 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

11.5 Waiver. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

11.7 Notices.

(a) Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the address specified in the Proposal.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8 Third party rights. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by [NAME] for and on behalf of DigiTrace Investigations Limited:

..... Director

SIGNED by [NAME] for and on behalf of [CLIENT NAME]:

..... [POSITION]

SCHEDULE: PROPOSAL

[Insert details of the Services, Fee, and any other relevant information from the Proposal]