

EXPERTS GENERAL TERMS AND CONDITIONS

1: Interpretation and Application of Terms

1.1 The provision of “Experts Services” or “Experts” to a customer (“Subscriber”) by a member of the Control Risks group (“Control Risks”) is subject to these terms and conditions (the “Terms and Conditions”). “Group” shall, in relation to a company, be defined as any holding company, subsidiary and branches from time to time of that company, and any subsidiary and branches from time to time of a holding company of that company.

1.2 Unless otherwise specified, any term used in these Terms and Conditions shall have the same meaning as set out in the Order Form and the Subscription Agreement included therein. In the event of any conflict between the terms of these Terms and Conditions and the Subscription Agreement, these Terms and Conditions shall prevail.

1.3 These Terms and Conditions set out the entire agreement and understanding between Control Risks and the Subscriber and supersede all prior oral and written agreements, negotiations, understandings or arrangements between them relating to the subject matter of these Terms and Conditions and, unless otherwise agreed in writing, any extension hereof.

1.4 Control Risks may act on the Subscriber’s oral or written instructions. Control Risks shall be entitled to assume that the person giving instructions has the authority to do so.

1.5 Control Risks reserves the right to turn down any assignment for Expert Services requested by the Subscriber which, in Control Risks’ sole discretion, is outside the scope of the services or does not meet the Group’s internal policies and procedures, including where there is a conflict of interest. The Subscriber may be required to provide written confirmation of its instructions and scope of work prior to Control Risks commencing any assignment (the “Scope of Work”). By accepting the Scope of Work or using Experts Services, the Subscriber confirms that it has read and agrees to these Terms and Conditions. Each assignment shall be governed by these Terms and Conditions and together with any Scope of Work shall comprise a separate contract.

1.6 In the event of any inconsistency between these Terms and Conditions and the Scope of Work, they are to be read in the following order of precedence in relation to that inconsistency: (i) these Terms and Conditions; (ii) any document incorporated into these Terms and Conditions; (iii) the Scope of Work; and (iv) any document incorporated into the Scope of Work by reference. The document higher in the order of precedence will prevail to resolve the conflict.

2. Services

2.1 Control Risks shall provide Experts Services using reasonable care and skill.

2.2 The Subscriber acknowledges that Control Risks shall be entitled to rely on any information, documentation or other materials that may be provided by the Subscriber to Control Risks, and that relate to the Subscriber’s own business, as being accurate and complete in all material respects. Control Risks shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from the inaccuracy or incompleteness of any such materials.

2.3 The Subscriber acknowledges that Control Risks may from time to time engage the services of subcontractors to assist in carrying out particular aspects of Experts Services.

2.4 Unless otherwise expressly agreed in writing, Experts Services are provided solely for the Subscriber’s benefit. Control Risks accepts no responsibility to any other party.

2.5 The Subscriber acknowledges that Control Risks' work and findings do not guarantee any particular outcome in relation to any dispute or investigation and shall not in any way constitute recommendations or advice regarding the Subscriber's ultimate decision, which shall, in all respects, remain the Subscriber's own.

2.6 Subject to clause 7, neither party shall be liable for any accidental loss or damage howsoever caused to any Electronic Property, data, systems, documents or materials provided to it by the other party or to which the other party gives it access. For the purposes of this clause 2.6, "Electronic Property" means, all computer hardware, software or electronic data owned, controlled or leased by the Subscriber or for which the Subscriber is legally liable.

3. Fees

3.1 The fees in respect of the Experts Services shall be agreed between Control Risks and the Subscriber and settled by way of a deduction from the package of Experts hours set out in the relevant Order Form. The Experts hours must be used during the Initial Term or Renewal Term (whichever is applicable) for which they are purchased.

3.2 In addition, the Subscriber shall reimburse Control Risks all reasonably and properly incurred travel, accommodation, subsistence and other out-of-pocket expenses, relating to the provision of Experts Services, which shall be billed at cost and paid by the Subscriber within thirty (30) days of the date of Control Risks invoice.

4. Intellectual Property

4.1 The Control Risks IP shall belong to and remain the property of Control Risks, but the Subscriber shall be entitled to use the Control Risks IP that was created or provided in connection with Experts Services for legitimate business purposes by way of a non-exclusive worldwide non-transferable licence. For the purposes of this clause, "Control Risks IP" means all intellectual property rights of whatsoever nature (including, for the avoidance of doubt, the copyright in its reports, training materials and proprietary software) that are the property of, or are licensed to, Control Risks and includes any derivatives, improvements or enhancements thereto developed during the course of the provision of Experts Services.

4.2 The Subscriber IP shall belong to and remain the property of the Subscriber but Control Risks shall be entitled, during the term of this Agreement, to use the Client IP to the extent necessary for, and in connection with, the performance of the Experts Services. For the purposes of this clause, "Subscriber IP" means all intellectual property rights of whatsoever nature that are the property of, or are licensed to, the Subscriber and includes any derivatives, improvements, enhancements or extensions thereto developed during the course of the provision of the Experts Services. For the avoidance of doubt, Subscriber IP does not include the Platform and Content provided by Control Risks.

5. Data Protection

5.1 In this clause 5 and in the Appendix (Data Processing Agreement),

"Data Protection Laws" means the EU Data Protection Laws and the laws of other states and territories that create and regulate substantially similar concepts and legal principles as are contained in the EU Data Protection Laws in relation to the processing of personal data and sensitive personal data.

"EU Data Protection Laws" means the EU General Data Protection Regulation 2016/679 ("GDPR") and any legislation in force in EU member states from time to time which implements GDPR;

"data subject", "personal data", "consent", "controller", "processor" and "processing" mean those concepts, roles and activities as defined in EU Data Protection Laws (and "sensitive personal data" means those classes of personal data that are described in article 9 of GDPR) or, where relevant, equivalent concepts, roles and activities as described in other Data Protection Laws.

5.2 Each party warrants that any personal data and sensitive personal data that is provided to the other party, or which it requests the other party to process, for the purposes of the provision of Experts Services has been collected and is being disclosed in accordance with the provisions of any applicable data protection laws and that, where required by applicable data protection laws, consent to the processing by and / or transfer of such personal data to the other party, and by such other party to reputable third parties, has been obtained.

5.3 Each party warrants and undertakes that:

5.3.1 (i) in respect of personal data it has collected from or in relation to a data subject before the date of commencement of Experts Services it has provided to that data subject at the time of collection, and (ii) in respect of personal data it collects from or in relation to a data subject after the date of commencement of Experts Services it will provide to that data subject at the time of collection, in each case where required, a fair processing notice which satisfies the requirements of any applicable Data Protection Laws, in particular Articles 13 and 14 of GDPR; and

5.3.2 any fair processing notice provided in accordance with clause 5.3(a) did or shall contain sufficient information that, in accordance with Article 14(5)(a) GDPR or any similar provision in applicable Data Protection Laws, the other party shall be under no obligation to provide additional information to the data subject.

5.4 Each party undertakes that any personal data or sensitive personal data provided to it by the other party shall be processed in a manner consistent with such receiving party's obligations under applicable Data Protection Laws and that the receiving party shall treat such personal data and / or sensitive personal data in a manner consistent with the principles set out in such applicable Data Protection Laws.

5.5 In relation to forensic technology services (which comprise the use of Control Risks' proprietary e-Discovery technology or other hosted applications to facilitate hosting, processing, analysis and management of data) to the extent that the Subscriber is the controller of data and documents provided to, obtained or created by Control Risks in connection with the provision of such services, the same shall be held by Control Risks solely for the Subscriber's use and convenience, and subject to the Subscriber's instructions as to possession, control and disposition.

5.6 To the extent that Experts Services comprise the processing of personal data or sensitive personal data where Control Risks is the processor and the Subscriber is the controller and the personal data or sensitive personal data is subject to GDPR, the provisions of the Appendix (Data Processing Agreement) to these Terms and Conditions shall apply.

6. Limitation of Liability

6.1 Nothing in these Terms and Conditions shall limit or exclude the liability of either party for any liability which cannot be excluded or limited by law

6.2 Subject to clause 6.1, Control Risks' entire liability for all amounts payable under these Terms and Conditions including all losses suffered by the Subscriber arising out of or in connection with the provision of Experts Services and/or the Terms and Conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), shall be limited as follows:

6.2.1 Control Risks shall not be liable for any of the following losses suffered by the Subscriber: loss of profit; loss of revenue; loss of anticipated savings; loss of business opportunity; loss of goodwill; loss of and/or corruption of data; and/or any indirect or consequential losses; and

6.2.2 Control Risks' maximum aggregate liability for any other loss suffered by the Subscriber under a contract shall be limited to 125% of the amount of Control Risks' fees received for the provision of Experts Services under that contract (as referred to in clause 1.5).

7. Confidentiality

7.1 As used herein, Confidential Information shall mean, with respect to either party, any proprietary or confidential information or data concerning the business, technology, products or affairs of such party, furnished or made available by it (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with these Terms and Conditions but does not include reports, and their subject matter, prepared by Control Risks (“Reports”).

7.2 Each party will prevent unauthorised use or disclosure of Reports. Reports are for the benefit of the Subscriber only (including its directors, officers and employees) and may not be disclosed to any third parties without the prior written consent of Control Risks (such consent not to be unreasonably withheld). Disclosure to third parties shall at all times be subject to the reasonable instructions of Control Risks and shall require such third parties to sign a non-disclosure agreement with Control Risks. It is a condition of the Agreement that the Subscriber shall not use any Report other than for legitimate business purposes and agrees to indemnify Control Risks and each member of the Control Risks Group against any third party claims that may arise from, or losses or liabilities that Control Risks or any member of the Control Risks Group may sustain as a result of, the Subscriber’s misuse of, or disclosure of, such Reports (including reasonable legal and preparation costs).

7.3 A Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any third party without the prior written consent of the Disclosing Party, except in connection with its performance under these Terms and Conditions or pursuant to clause 7.5 and shall protect the Disclosing Party’s Confidential Information against unauthorised use or disclosure.

7.4 The parties agree that Confidential Information does not include information which: (i) was available to the Receiving Party on a non-confidential basis at the time of or prior to the receipt of the information by it; (ii) is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party; or (iii) can reasonably be proved to have been, developed independently by the Receiving Party.

7.5 In the event the Receiving Party receives an order to disclose any Confidential Information by a court of competent jurisdiction, a recognised stock exchange, governmental department or agency or other regulatory body to which it is subject, it shall promptly notify the Disclosing Party in writing and use reasonable good faith efforts to: (a) disclose only the specific Confidential Information legally required to be disclosed; and (b) assist the Disclosing Party (at the Disclosing Party’s request) in obtaining a protective order or other appropriate assurances that the confidential nature of the Confidential Information shall be protected and preserved. Any costs incurred by Control Risks in resisting or complying with the disclosure efforts described in this clause 7.5 (including reasonable legal costs) shall be borne by the Subscriber.

8. Governing law and jurisdiction

8.1 The Terms and Conditions shall be governed by and construed and any disputes shall be solved in accordance with Article 12.5 of the Subscription Agreement.

9. APPENDIX: DATA PROCESSING AGREEMENT

The provisions of this Appendix (the “[Data Processing Agreement](#)”) form part of the Terms and Conditions to the extent that clause 5.6 of the Terms and Conditions applies.

9.0 Control Risks shall:

9.1 process the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by European Union or the national law of an EU member state to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

9.2 ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

9.3 implement appropriate organisational and technical measures as required pursuant to Article 32 (security of processing) of GDPR;

9.4 respect the conditions for engaging another processor referred to in paragraphs 2 and 4 of Article 28 (processor) of GDPR;

9.5 taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of GDPR;

9.6 assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of the processing and the information available to the processor;

9.7 at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless European Union law or the national law of an EU member state to which the processor is subject requires storage of the personal data;

9.8 make available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 (processor) of GDPR and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (in each case at the controller’s cost).

Control Risks acknowledges that nothing in the Data Processing Agreement relieves it of its own direct responsibilities and liabilities under GDPR.