

# GUARDIAN ADVANCED

## SERVICE PLAN

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SEQUORA



This Service Plan explains what you (the "Client"), can expect when placing an order with us (the "Service Provider"). It forms part of the Client's agreement with the Service Provider, together with the Sequora Guardian Master Services Agreement (the "MSA").

The Client is purchasing the Guardian Advanced Plan (the "Plan"), with the specific inclusions, exclusions and limits stated herein. Anything not expressly included is excluded unless agreed separately in writing.

The Client is responsible for checking that the Plan meets their requirements before placing an order.

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# GUARDIAN ADVANCED

## Overview

Guardian Advanced provides everything in the Essential Plan plus additional contract governance visibility, operational compliance support, secure contract administration, and negotiation coordination services intended to support organisations managing increasing contractual complexity and operational oversight requirements.

The package is designed for organisations requiring practical contract assessment, negotiation, enhanced operational visibility and structured governance support without fully embedded lifecycle management or enterprise-level compliance programmes.

Services are delivered in accordance with the scope and assumptions defined within this document unless otherwise agreed in writing.

## Scope

The Plan includes only the services, deliverables, features, usage limits and support expressly stated in this Service Plan. The scope is fixed solely by the wording contained in the applicable Service Plan accepted as part of the Client's Order and any subsequent written variation agreed by the Service Provider. Services that are ancillary, consequential, connected to, arising from, or reasonably associated with an included service are not included unless expressly stated in this Service Plan.

The Plan does not include anything based on the Client's assumptions, expectations or interpretation. It is not expanded by the Plan name, marketing wording, previous services the Service Provider has provided, services available under another service plan, or services that may be connected to the Client's request but are not expressly included. Illustrations, examples, demonstrations, case studies, website content, marketing materials, presentations, proposals, sales discussions and explanatory materials are provided for general information only and do not form part of the Plan scope unless expressly incorporated into the Order.

The Service Provider will provide the included services with reasonable skill and care, but the Service Provider does not guarantee any particular legal, commercial, financial or operational outcome unless expressly agreed in writing. The Client remains solely responsible for all decisions taken in reliance on the services and for implementing any insights.



Any limits stated in the Service Plan apply strictly, including any limits on the quantity of service uses, review time, meetings, revisions, projects, support volume or service period. References in this Service Plan to a service use, review, request, item of work, project, meeting or similar activity shall be interpreted in accordance with the Service Engagement provisions of the MSA.

Each use of a service under the Plan is counted when the Service Provider begins or carries out work based on the information provided by the Client. If the Client provides incomplete, inaccurate, unclear or late information, and this affects the quality, usefulness, accuracy or suitability of the work produced, this will not entitle the Client to have that service use reinstated, refunded or credited back to their available Plan limit. Where there is uncertainty as to whether a request falls within the Plan scope, the Service Provider shall determine the matter acting reasonably and in good faith.

## **No Implied Services**

No service or deliverable will be treated as included unless it is expressly stated in writing. General descriptions, examples, headings and summary wording are for explanation only and do not extend the Plan scope.

For example, “contract review” does not automatically include negotiation, full redrafting, or contacting the other party. “Policy drafting” does not automatically include implementation, training, consultation or future updates.

## **Changes and Additional Work**

If the Client’s requirements change after order, the original Plan scope still applies unless the Parties agree a change in writing. A change in business requirements or objectives may require a Plan upgrade. Where additional work is required because the Client did not provide complete and accurate information at the relevant time, the Service Provider may treat that work as a further service use, an out-of-scope request, or additional chargeable work.

## **Copyright**

All rights reserved. No part of this document may be reproduced, stored, or transmitted in any form without the prior written permission of author or its licensors, as applicable.

## Confidentiality

This document includes commercially sensitive information that may not be disclosed in whole or in part, other than to the party or parties for whom it is intended, without the express written permission of an authorised representative of the author.

## Service Description

### 1. Contract Drafting and Review

Support relating to the preparation, review, amendment, and operational handling of standard commercial agreements.

#### Included Services

- Risk Review + Redlines
- Standard Contract Draft, which means a contract based substantially on a template without material custom drafting requirements

#### Not Included

- Bespoke Contract Draft

### 2. Contract Execution Support

Support relating to contract negotiation coordination, execution management, and contract finalisation activities.

#### Included Services

- Negotiation Redlines, which include amendment and drafting options but with limited direct participation in negotiations
- E-Sign + File Signed Copy
- Lead Negotiation to Signature

### 3. Contract Lifecycle Visibility

Support relating to operational contract governance visibility and renewal awareness activities.

#### Included Services

- Renewal Date Reminders

- Obligation Summary

#### **Not Included**

- Obligation Tracking + Reminders
- Structured Renewal Review
- Portfolio Obligation Plan
- Supplier Performance
- Full Lifecycle Management

### **4. Contract Storage and Resolution Support**

Support relating to secure storage, audit visibility, and operational contract clarification.

#### **Included Services**

- Contract Position Explained
- Secure Contract Storage
- Version History + Audit Trail
- Evidence Review + Next Steps

#### **Not Included**

- Advanced Secure Contract Storage + Reporting
- Residual Risk Review
- Full Dispute Support

### **5. Confidentiality and Data Protection Support**

Operational support relating to confidentiality arrangements, governance controls, and contractual data protection considerations.

#### **Included Services**

- NDA Quick Review
- NDA Draft from Template
- Barrier Options Assessment
- Draft Policy + Procedure

- GDPR Checks in Contracts, which are limited to reviewing contractual provisions and do not include wider organisational compliance assessments

### **Not Included**

- Tailored NDA Terms
- GDPR Onboarding Support
- Full GDPR Service
- Regulatory Monitoring + Evidence

## **6. Risk and Compliance Visibility**

Support relating to baseline compliance governance and operational risk visibility.

### **Included Services**

- Initial Risk Screen
- Review of Compliance Controls
- Compliance Controls Documentation

### **Available as an Add-On**

- Assess Third-party Compliance and Set Up Monitoring

### **Not Included**

- Compliance Controls Implementation
- Assurance Review
- Regulatory Change Alerts
- Horizon-Scan Briefings
- Ongoing Due Diligence

## **7. Commercial Risk Protection**

Support relating to portfolio visibility and contractual flow-down awareness.

### **Included Services**

- Review Your Portfolio

- Flow-Down Obligation Map

#### **Not Included**

- Targeted Template Review
- Commercial Risk Mapping
- Portfolio Commercial Uplift

### **8. Audit Ready Governance Support**

Support relating to governance visibility and audit preparedness.

#### **Included Services**

- Version History + Audit Trail
- Surviving Obligations Log

#### **Available as an Add-On**

- Deliver Structured Portfolio Cleanup and Governance

#### **Not Included**

- Build Structured Audit Evidence Packs

### **9. Transaction and Portfolio Readiness Support**

Transaction support and investment readiness services are not included as standard within Guardian Advanced but may be separately scoped where required.

#### **Available as an Add-On**

- Run a Sale/Transaction Readiness Review
- Provide a Diagnostic Risk Map of Key Commercial Terms
- Identify Contractual “Landmines” Independently
- Identify What Could Lower Valuation
- Remediate High-risk Clauses Across the Portfolio
- Provide Portfolio Cleanup and an Independent View
- Check and Remediate Supplier/Customer Alignment

## SERVICE DELIVERY

Unless otherwise agreed in writing:

- Services are delivered remotely.
- Requests should be submitted electronically.
- The client shall provide all required documentation, information, approvals, and instructions necessary for service delivery.
- The Service Provider provides operational contract support services and does not act as external legal counsel unless separately engaged to do so.
- Turnaround times may vary depending on document complexity, transaction requirements, and responsiveness of relevant stakeholders.
- Services outside the agreed scope may require separate quotation, approval, or change control.
- Bespoke drafting outside standard templates may require additional scoping.

## OUT OF SCOPE

The following services are not included within Guardian Advanced unless separately agreed in writing:

- Bespoke legal advice
- Litigation support
- Regulatory representation
- Full contract lifecycle management
- Embedded compliance operations
- Structured audit evidence preparation
- Investment due diligence
- Commercial risk remediation programmes
- Supplier governance programmes
- Ongoing due diligence monitoring

- Full GDPR managed services

Additional services may be available under Guardian Premium or Guardian Ultimate packages.

## **OPTIONAL ADD-ON SERVICES**

The following services may be separately scoped where required:

- Contract led client obligation management
- Third-party compliance monitoring
- Governance remediation support
- Structured portfolio cleanup
- Investment readiness support
- Supplier/customer alignment remediation
- Transaction readiness reviews
- Commercial risk diagnostics