

STUDIO LAMBERT AND ASSOCIATED COMPANIES

PURCHASE ORDER TERMS AND CONDITIONS

This document sets out the terms and conditions applicable to Purchase Orders (“**Terms and Conditions**”). The details set out in the Purchase Order should be read in conjunction with the Terms and Conditions. Together, the Purchase Order and the Terms and Conditions form the contract between the Supplier and the Company.

1. Interpretation and Definitions

1.1 The following definitions apply in these terms and conditions:

Company: The company set out under Purchaser Details on the Purchase Order;

Confidential Information: all information concerning the Programme (including any activities, outcomes, location, contributors, crew and/or any other party involved with the Programme) and/or the business and/or affairs of Company or any commissioning network, broadcaster, financing party and/or distributor, that is obtained or received as a result of the performance of this Contract (including, without limitation, the terms of this Contract) and any discussions or correspondence between the parties;

Contract: the Purchase Order and these Terms and Conditions;

Covid-19: the virus known as “Wuhan novel coronavirus (2019-nCov)” or similar including any variants or mutations thereof;

Data Protection Legislation: the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the General Data Protection Regulations (being EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the movement of such data), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the UK and/or European Commission and applicable national regulators including the UK Information Commissioner;

Fee: the Goods Total Amount set out in the Purchase Order;

Goods: any Goods agreed in the Purchase Order to be bought or hired by Company from the Supplier (including any part or parts of them);

Guidelines: any rules, guidance, protocols, policies and/or procedures regarding health and/or safety (including without limitation the management of Covid-19) which will be provided to Supplier on request as may be updated, amended or replaced from time to time;

Insurance Coverage Limit: £5m in respect of any one claim and £10m in aggregate (or such other amounts as agreed in writing with Company);

Intellectual Property Rights: includes patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, formats, data, database rights, design rights, rights affording equivalent protection to copyright, trade marks, service marks, business names, trade names, logos, domain names and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, revivals,

reversions or extensions of such rights and all registrations or applications to register any of the aforesaid items, and all similar or equivalent rights or forms of protection in any part of the world;

Programme: the programme, development or other project in relation to which the Supplier is providing Services and/or Goods;

Producer Materials: any materials, information, data, documents and/or equipment provided by Company to the Supplier in connection with the Services;

Purchase Order: The purchase order sent to you by Company;

Services: any services to be provided by the Supplier to Company pursuant to the Purchase Order, and including the products of the Services;

Supplier: as set out in Supplier Details on the Purchase Order;

Verifiable Costs: the Supplier's verifiable costs incurred or irrevocably committed for work performed, and/or for the use of any equipment hired by Company from the Supplier.

1.2 Headings do not affect the interpretation of these conditions.

2. **Provision of Goods or Services**

2.1. The Supplier will provide the Goods and/or Services on the date(s) set out in the Purchase Order (or as otherwise notified to the Supplier by Company) in accordance with this Contract and shall devote such time, attention and abilities to the provision of the Goods and/or Services as may be necessary for the satisfactory completion thereof.

2.2. Timely provision and delivery of the Goods and/or Services is of the essence of this Contract. If Supplier is unable to provide the Goods and/or Services for any reason, or if Supplier is aware of any likely delay in the provision of the Goods and/or Services, it will immediately notify Company giving reasons and durations of any failure or delay.

2.3. Company shall have the right, at any time, to notify the Supplier that it requires the Supplier to replace any personnel and/or subcontractor for any reason (including without limitation where such person tests positive for Covid-19 test; fails to comply with the Covid-19 Guidelines or otherwise). The Supplier shall promptly, at the Supplier's expense, provide replacement personnel and/or subcontractors (as approved by Company in advance) but in any event no later than 48 hours from the date of such notice from Company. In the event the Supplier fails to provide suitable replacement personnel and/or subcontractors in accordance with this Clause, it shall be deemed a breach of this Contract; Company shall have the right to terminate this Contract to Supplier and the provisions of Clause 9 shall apply.

2.4. The Supplier will not be paid for any period during which the Supplier, its personnel and/or any subcontractor do not provide the Services to Company, including but not limited to illness or injury, self-isolation due to a positive Covid-19 test and/or any period during which the Services are suspended or otherwise.

2.5. If Company seeks to vary the Goods and/or Services, the Supplier will use best endeavours to accommodate such variation. Supplier will comply with all reasonable requests and directions of Company and any other third party nominated by Company.

- 2.6. The Supplier agrees to notify the Company contact named on the Purchase Order of any material change to the Services and no further costs will be payable without Company's prior written approval.

3. **Subcontractors**

- 3.1. The Supplier may (with the prior written consent of Company) engage such sub-contractors as are necessary for the supply of the Goods and/or Services provided that the Supplier shall have full responsibility for the due and proper work of such sub-contractors and shall remain liable for the acts or omissions of any sub-contractors. The Supplier shall ensure that any sub-contractor complies with the applicable provisions of this Contract.

4. **Delivery, Risk and Ownership**

- 4.1. The Supplier shall ensure that the Goods and the products of the Services shall be kept in a secure manner at the Supplier's own risk and expense until delivery.
- 4.2. The Goods shall be delivered to the location specified in the Purchase Order (or as agreed in writing with Company) at the Supplier's own cost and risk and the Supplier shall ensure that the Goods are accompanied by a delivery note which shows the description of content. The Goods will remain at the Supplier's risk until delivery is complete (including off-loading and stacking). If Company is buying the Goods, ownership shall vest in Company on the earlier of delivery and payment.
- 4.3. Company shall not be deemed to have accepted Goods until it has had 14 days to inspect or test them following delivery.
- 4.4. If Company rejects the Goods or any part thereof for any reason, return delivery to the Supplier shall be at the Supplier's expense and the Supplier shall promptly repay to Company any sums paid for the rejected Goods.

5. **Rights**

- 5.1. The Supplier assigns (and warrants that it has all rights necessary to so assign including, without limitation from any personnel or subcontractors), to Company absolutely and with full title guarantee all Intellectual Property Rights created in the provision of the Goods and/or Services for the full period of such rights (including all rights to renewals, revivals, reversions and extensions thereof) and agrees to execute all documents, make all applications, give all assistance and do all acts and things as may be necessary to vest the Intellectual Property Rights unconditionally and with full title guarantee in the name of Company.
- 5.2. The Supplier recognises that Company has the unlimited unconditional right to edit, copy, alter, add to, take from, adapt and/or translate the Goods and Services.
- 5.3. The Supplier grants to Company any and all consents, under the Copyright Designs and Patents Act 1988 (and any modification thereof) as it may require, to exploit the products of the Services under this Contract. The Supplier, to the extent permissible by law, waives irrevocably and warrants that any individual engaged by the Supplier or any sub-contractor to perform the Services has waived any provision of law known as moral rights.

6. **Fee and Payment**

- 6.1. Subject to: (i) satisfactory performance and completion of all the Services and/or delivery to and acceptance by Company of the Goods; (ii) Clause 6.8 below; and (iv) receipt of an appropriate

invoice in respect of each instalment; and provided the Supplier is not in breach of the Contract, Company shall pay the Fee to the Supplier within 45 days in respect of each instalment in accordance with the Purchase Order or if no payment terms are specified on the Purchase Order, as agreed in writing with Company.

- 6.2. The Fee is exclusive of VAT (unless otherwise stated on the Purchase Order).
- 6.3. If the Supplier is a paid on a daily basis, Company shall be entitled to pro-rata the Fee to the half day if applicable. No overtime will be payable unless Company approves the same.
- 6.4. Unless explicitly stated otherwise in the Purchase Order, the Fee is inclusive of any and all costs or expenses (including, without limitation, any materials or labour) that may be incurred by the Supplier in the delivery of the Goods and/or performance of the Services.
- 6.5. Company reserves the right to set off any amount payable to the Supplier against any amounts payable to Company by the Supplier, and to withhold any payments to the extent that Goods or Services have not been supplied to Company's reasonable satisfaction.
- 6.6. Payment is without prejudice to claims or rights which Company may have against the Supplier and shall not constitute acceptance of the Goods or Services.
- 6.7. If Company disputes any sums set out in an invoice, then it will notify the Supplier in writing and will pay any amounts set out in that invoice to the extent they are not disputed. Company and the Supplier shall use reasonable endeavours to meet within seven (7) days of receipt of a written notice from Company under this clause to attempt to resolve the dispute.
- 6.8. Any moneys paid to the Supplier in accordance with this Contract shall be subject to the laws and regulations in or applicable to any part of the world in which the provision of the Goods and/or Services are rendered thereunder, including (without limiting the generality of the foregoing) those laws and regulations relating to the imposition of governmental, state or local taxes which may be assessed on such moneys. An amount equal to the amount of tax (if any) so assessed and paid over by Company to the tax authority concerned may be deducted from the moneys becoming due and payable under this Contract or recouped from the Supplier directly.

7. **Warranties**

- 7.1. The Supplier warrants and undertakes that:
 - a) it has the full right, power, and authority to enter into this Contract and grant to Company the rights granted under this Contract;
 - b) it will provide and deliver Goods and/or Services that are fit for purpose, of satisfactory quality for which they are supplied and, where relevant, will be of appropriate design, quality, strength, material and workmanship, without fault, comply with all safety standards, tested prior to delivery and be free from any charge, lien or encumbrance;
 - c) it follows industry best practice and is familiar with and will comply with (i) all applicable laws, legislation, statutes, regulations, codes, guidelines and/or otherwise; and/or (ii) Company's protocols, procedures, guidelines and/or policies; including but not limited to health and safety, anti-bullying and anti-harassment, tax, sustainability, environmental/zero carbon emissions, labour/employment and/or otherwise;

- d) the delivery of the Goods and/or the performance of the Services shall not: (i) infringe any rights (including any Intellectual Property Rights, privacy or moral rights) of any person or party; (ii) be in breach of any laws, codes of practice, statute or regulation; or (iii) be obscene, libellous, defamatory or constitute a contempt of court or breach of any duty of confidence; or in any way bring Company, the Programme and/or any commissioning network or broadcaster, financier or distributor into disrepute;
- e) it shall obtain, and disclose to Company on request, all necessary consents, licenses, permissions, clearances of third party rights in order to supply the Goods and/or Services (including, without limitation, in relation to Intellectual Property Rights) for Company and its licensees or assigns' use, and provide evidence of any such consents, licenses, permissions, clearances, as Company deems fit which may include but not limited to use for and in connection with the Programme and/or publicity, marketing and promotion of the Programme;
- f) it shall act in good faith at all times and use all due care, skill and diligence in accordance with best industry practices and standards and any guidelines issued by relevant broadcasters/networks, in performing the Contract and shall perform the Contract in a timely and professional manner;
- g) it shall co-operate in any investigation initiated by OFCOM or other regulatory or statutory body, as requested by Company;
- h) it shall take all due care of the Producer Materials and shall return the Producer Materials to Company upon completion of the Services or as otherwise requested;
- i) it has and will provide all necessary skills, experience, personnel, equipment and facilities to perform its obligations pursuant to the Contract and shall use appropriately experienced, qualified, competent and trained personnel where applicable who have the right to work in the UK or such locations/places as notified to Supplier by Company for the provision of the Services;
- j) it is free to enter into and perform this Contract and to grant and assign all rights granted and assigned under this Contract and it has no other commitment that will conflict with it performing the Contract;
- k) it is the lawful owner or licensee of any software or other materials used by the Supplier in the performance of the Services; and
- l) it will not pledge Company's credit nor order goods nor incur liability on Company's behalf without Company's prior written approval.

8. Liability and Insurance

- 8.1. The Supplier shall take out and maintain insurance in respect of all risks it is prudent for the Supplier to insure against including without limitation Covid-19 or similar risks, public liability insurance, employer's liability insurance, professional indemnity insurance and, where applicable, product liability insurance, each policy to be held with a reputable insurance company and with a claim limit of no less than the Insurance Coverage Limit and the Supplier shall provide the relevant certificates upon Company's request.

- 8.2. Under no circumstances shall either party be liable to the other party for any loss of earnings, loss of anticipated profits or savings, loss of publicity, loss of any contract, loss of business or goodwill, or any other special, consequential or indirect loss. The Supplier agrees that, in the event of any claim or action by Supplier under this Contract, Company's maximum liability shall not exceed the Fee.
- 8.3. The Supplier acknowledges and accepts that Company does not guarantee that Company will use the Goods and/or Services, or include the same in any version of the Programme or to complete production of the Programme, and if the same are included in any version of the Programme, that Company shall be under no obligation to exhibit, exploit or advertise the Programme.
- 8.4. The Supplier acknowledges and agrees that Studio Company's use (if any) of the Goods, and/or Services in the Programme does not suggest any endorsement thereof nor can be used by the Supplier as a badge of endorsement for the Supplier's Goods, Services and/or company.
- 8.5. The Supplier acknowledges and agrees that, in compliance with the confidentiality obligation in Clause 10 below the Supplier is not permitted to (or to authorise a third party to) refer to the use of the Goods and/or Services in connection with the Programme, Company and/or any commissioning network/broadcaster, financier and/or distributor, including without limitation in any advertising, promotion, advertorial or article by any means or media (including but not limited to websites, interviews or comments within newspapers or periodicals, and via social media such as Twitter & Facebook).

9. **Suspension, Termination and Indemnity**

- 9.1. If production of the Programme is suspended due to any reason beyond the Company's reasonable control or an event of "**Force Majeure**" occurs (meaning an event that is outside the reasonable control of either party (whether known or unknown as of the date of this Contract) that affects either party performing its obligations under this Contract, including without limitation any pandemic, epidemic, Government or judicial order, law, natural disaster or act of God, war, riot or civil commotion) then the Company may suspend or alter the provision of the Services by giving the Supplier written notice and the definition of the Services shall be deemed amended accordingly. As soon as reasonably possible the Company shall confirm the new dates for the resumption of the Services ("**New Dates**") and Supplier shall resume the Services on the New Dates. During any such period of suspension: a) any equipment hired by the Company pursuant to the Contract shall be returned to the Supplier (the terms of such return delivery shall be agreed in good faith between the parties); and b) no payment obligations shall accrue or become due.
- 9.2. Company shall have the right at any time and for any reason to terminate the Contact, in whole or in part, by giving the Supplier written notice (irrespective of any prior suspension). On such termination, and provided the Supplier is not in breach of this Contract, the Company shall pay only the Supplier's Verifiable Costs, up to the date of the Company's written notice of termination (or earlier suspension), subject to Clause 9.3 below, and Company shall be under no further liability to the Supplier.
- 9.3. The Supplier agrees to take all reasonable steps and give all reasonable assistance to mitigate such Verifiable Costs in the event of termination or suspension under Clauses 9.1 or 9.2 above, and the Supplier acknowledges and agrees that the Supplier shall be responsible for any costs in respect of any notice required to be given to any personnel, subcontractor or otherwise in the event of termination or suspension under Clauses 9.1 or 9.2 above.

- 9.4. If the Company has made payments in excess of such Verifiable Costs and termination or suspension has occurred under Clauses 9.1 or 9.2 above, the Supplier shall refund any such excess to the Company within 7 days of termination.
- 9.5. On termination of the Contract for any reason, the Supplier shall immediately (a) deliver to the Company all Producer Materials and if the Supplier fails to do so, the Company shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to it; (b) deliver up, at its own cost, all items or materials supplied to the Company as part of the Services (whether or not complete); and/or (c) vacate any location under Company's control. On termination of the Contract for any reason, Company shall be entitled to all rights, consents and benefits granted to it prior to the date of termination and shall return to the Supplier any equipment hired by Company pursuant to the Contract (the terms of such return delivery shall be agreed in good faith between the parties). Termination of the Contract for any reason shall be without prejudice to the rights and duties of the parties accrued prior to termination.
- 9.6. The Supplier shall indemnify and keep indemnified fully and effectively the Company (and its personnel, agents and representatives) against all claims, actions, costs, proceedings, demands, losses, damages, penalties, expenses and/or liabilities whatsoever suffered or incurred by and compensation agreed to be paid by the Company arising directly or indirectly from and/or as a result of (i) the Supplier's and/or any of the Supplier's personnel's and/or subcontractors' acts, omissions, negligence, wilful default, misrepresentation or breach of the obligations, representations and/or warranties in this Contract, (ii) any third party claim arising out of negligence or breach of Contract by the Supplier and/or any of the Supplier's personnel and/or subcontractors; and (iii) any alleged or actual infringement of any third parties' Intellectual Property Rights or other rights arising out of the use or supply of the Goods and/or Services. This provision shall survive termination or expiry of the Contract.

10. **Confidentiality**

- 10.1. The Supplier undertakes, and shall procure that its personnel and subcontractors undertake, not to use Company's Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Contract ("**Permitted Purpose**").
- 10.2. The Supplier shall treat as confidential Company's Confidential Information and not disclose it to any person except to its own personnel, professional advisers or subcontractors who need it for the Permitted Purpose (provided always that such personnel, professional advisers and subcontractors are under a duty of confidentiality equivalent to the Supplier's under this Contract).
- 10.3. For the avoidance of doubt, the Supplier may not refer to Company, the Programme, any commissioning network/broadcaster, financier and/or distributor, the Services/Goods provided under this Contract and/or this Contract in any publicity or advertising material without first obtaining Company's written consent.
- 10.4. This clause shall remain in full force and effect in the event of termination or expiry of this Contract for any reason at any time.

11. **Health & Safety**

- 11.1. The Supplier shall, and procures its personnel and/or subcontractors shall, take all reasonable steps to ensure the health and safety of Company's employees, contractors and other third parties working with Company while they are working with the Supplier (including, without limitation, taking steps to manage/minimise the transmission of Covid-19).

- 11.2. The Supplier shall comply with all provisions, rules and regulations regarding site access, security and health and safety.
- 11.3. The Supplier agrees to comply with the Guidelines (including without limitation those relating to Covid-19) in full and shall provide Company with the Supplier's relevant protocols on request. The Supplier agrees to notify Company as soon as reasonably practicable if any person providing the Services and/or Goods shows symptoms of, has or tests positive for and/or otherwise been in close or prolonged contact with a person who has Covid-19.
- 11.4. The Supplier shall upon the request of Company grant Company such access to the Supplier's premises or such other premises as Company may reasonably require for inspection of any Goods, facilities, and or equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.
- 11.5. The Supplier shall, on request, provide Company with a written statement of the Supplier's own safety requirements and a copy of any risk assessment carried out.

12. **Data Protection**

- 12.1. Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation.
- 12.2. The Supplier shall, and without prejudice to its other rights or obligations, in respect of its processing of personal data provided to the Supplier by Company or accessed by the Supplier as a result of providing the Services under this Contract (including Company's employees, contractors, crew and/or contributors) comply with the provisions set out in Schedule 1.
- 12.3. The Supplier agrees that it shall be the data controller in respect of its employees and/or sub-contractors in the provisions of the Services and will share the personal data with Company as data controllers in common.
- 12.4. The Supplier agrees to indemnify Company against all costs, claims, damages or expenses incurred by Company due to any failure by the Supplier or its employees or agents to comply with any of its data protection obligations.
- 12.5. The Supplier acknowledges that as necessary Company shall be entitled to process personal data of the Supplier and its personnel in connection with this Contract for Company's legitimate business interests and in accordance with Company's privacy notice on Company's website <https://studiolambert.com/privacy>. The Supplier shall ensure that its applicable personnel are provided with, read and understand such privacy notice.

13. **Miscellaneous**

- 13.1. A waiver of any rights under the Contract is only effective if it is in writing and it shall apply only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 13.3. Company shall not be under any liability either directly or indirectly in respect of any loss of earnings, loss of publicity, loss of profit, loss of any contract, loss of business or goodwill, any indirect, special and/or consequential losses and/or damages or any other financial loss resulting from this or in connection with this Contract or otherwise.

- 13.4. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall be deemed to be severable and the remaining provisions of the Contract and the remainder of such provision shall remain in full force and effect.
- 13.5. The Supplier shall not without the prior written consent of Company assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.6. Company may without consent at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract to any third party.
- 13.7. Nothing in the Contract is intended to or shall operate to constitute or create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way (including the making of any representation or warranty, the assumption of any obligation or liability, and/or the exercise of any right or power).
- 13.8. The Supplier shall comply with the Bribery Act 2010 and all applicable anti-bribery and corruption laws and legislation anywhere in the world and shall provide such supporting evidence of compliance as Company may reasonably request. Company shall have the right to terminate this Contract immediately and without notice in the event of a breach of this clause.
- 13.9. The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.10. Notice shall be in writing, sent for the attention of the person, and to the address or email address given in the Contract (or such other contact details as notified to the other party) and shall be delivered personally, sent by email or sent by pre-paid, first class post or recorded delivery. The parties agree that in the event of a letter of claim (if applicable), notice shall not be given by email. A notice is deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of email at the time the email is delivered (provided the sender is not in receipt of a notification of failure of delivery and has complied with any instructions received in an automatic "out of office" or similar bounce back); or (iii) in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting; and if deemed receipt under this clause is not within business hours (9.00 am to 5.30pm Monday to Friday, excluding public holidays in the country of receiver)), then receipt shall be deemed at 9.00am on the first business day following delivery.
- 13.11. The Contract shall constitute the entire agreement and understanding between the parties relating to the subject matter of the Contract. The Supplier acknowledges that it has not relied on any statement, representation, warranty or undertaking other than as expressly set out in the Contract.
- 13.12. The Supplier acknowledges that remedies at law may be inadequate to protect Company against any breach of this Contract and without prejudice to any other rights and remedies available to Company, Company may be granted injunctive relief without proof of actual damages. The Supplier shall not be entitled, and waives its right, to injunctive or equitable relief in relation to the Contract and shall not seek to terminate the rights and consents granted hereunder and/or to injunct, enjoin or restrain the development, production, distribution, exhibition and/or other exploitation of the Programme and/or any allied and ancillary rights thereto (including any advertising and publicity relating to the same).
- 13.13. This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

1. The Supplier shall comply with the following provisions in respect of the processing of personal data in the supply of the Services:
 - 1.1 process the data only to the extent, and in such a manner, as is necessary to provide the Services and in accordance with Company's written instructions from time to time and the Supplier shall not process or permit the processing of the data for any other purpose. If the Supplier is ever unsure as to the parameters of the instructions issued by Company and/or believes that Company's instructions may conflict with the requirements of Data Protection Legislation, the Supplier shall immediately notify Company for clarification and where requested provide reasonable details in support of any assertion that Company's instructions may be unlawful;
 - 1.2 shall ensure that any person authorised to process data in connection with this Contract is subject to a duty of confidentiality;
 - 1.3 having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of personal data;
 - 1.4 assist Company by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
 - 1.5 provide Company with full co-operation and assistance in relation to Company's obligations and rights under Data Protection Legislation including providing Company with all information and assistance necessary to investigate security breaches carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Legislation;
 - 1.6 notify Company in writing without undue delay and in any event with 24 hours of becoming aware becomes aware of any accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data under this Contract or in breach of the Supplier's security obligations under this Contract;
 - 1.7 not engage any third party to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "**Sub processor**") without the prior written consent of Company acting in its sole discretion. Where such consent is given, it is conditional on the Supplier entering into a written contract with the Sub processor that:
 - 1.7.1 is on terms that the same as those set out in this paragraph;
 - 1.7.2 provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation;

- 1.7.3 terminates automatically on the earlier of termination or expiry of this Contract for any reason; and
 - 1.7.4 remaining liable for all acts or omissions of the Sub processors as if they were acts or omissions of the Supplier;
- 1.8 return or destroy/delete (as directed in writing by Company) all data and copies thereof in any format that it has in its possession (unless applicable law requires storage of the personal data) after termination or expiry of this Contract for any reason (or earlier at Company's request).
2. The Supplier shall keep at its normal place of business a written record of data processing carried out in the course of the Services and in respect of the measures taken by the Supplier under paragraph 1 of this Schedule, ("**Records**").
3. The Supplier shall permit Company, its third-party representatives or a regulator or its third party representatives, on reasonable notice during normal business hours, access to inspect, and take copies of, the Records and any other information held at the Supplier's and/or Sub processors' premises or on the Supplier's and/or Sub processors' systems relating to this Contract, for the purpose of auditing the Supplier's compliance with its obligations under this Schedule.