



STANDARD TERMS FOR ALL CLIENTS CONTRACTED BY CSM SPORT AND ENTERTAINMENT LLP AND ITS GROUP COMPANIES

The supply of all services (which shall include all materials and deliverables) by CSM Sport and Entertainment LLP and its group companies (“**CSM**”) is subject to these Standard Terms.

CSM operates as a group of individual businesses transacting separate lines of business. The rights and obligations of CSM as a party to the agreement, and its liability to the Client do not extend beyond the specified agency, except to the extent any other group business is explicitly and separately identified in the agreement as having rights and obligations in relation to the Client.

All services must be specified in writing in a Letter of Engagement (“**LOE**”) which contains an authorised contract number.

Both the Client and CSM will be required to sign the LOE and in so doing, the Client automatically accepts these Standard Terms (together comprising the “**Agreement**”).

1 INTELLECTUAL PROPERTY RIGHTS, TITLE AND RISK

For the purposes of this clause 1, “**Intellectual Property**” means any and all rights in and to all inventions, patents, utility models, know-how, designs (both registered or unregistered), database rights, rights in software, copyright and related rights and trade marks (both registered and unregistered), business and domain names, together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

- 1.1 Subject to 1.3, the Intellectual Property together with all image and moral rights in all materials and deliverables as specified in the LOE, including artwork, photography, footage (in all forms of media), copy and other work produced as a result of the Agreement shall be the property of CSM. CSM shall grant the Client a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property in the materials and deliverables for the purposes of receiving the benefit of the Services in accordance with this Agreement.
- 1.2 On payment in full by the Client of all Charges due to CSM (defined in 2.1 below), any Intellectual Property owned by CSM relating to the specific items provided for the Client as part of the Services may be assigned to the Client, at CSM’s discretion, subject to payment by the Client of any assignment costs.
- 1.3 All Intellectual Property which pre-dates the Agreement or was developed by CSM (or any third party for the benefit of CSM) independently of the Services provided under the Agreement shall be retained by CSM.
- 1.4 Where physical goods are being supplied, risk shall pass to the Client on delivery of such goods to the Client.

2 FINANCIAL

- 2.1 All fees, costs and expenses (the “**Charges**”) will be set out in the LOE and are subject to the addition of Value Added Tax at the current rate.
- 2.2 All invoices issued by CSM are payable within thirty (30) days of presentation.
- 2.3 The Charges are exclusive of all disbursements and other incidental expenses incurred by CSM on behalf of the Client. Such disbursements and incidental expenses shall be agreed in advance with the Client, stated on the invoice issued by CSM and shall be payable by the Client in accordance with clause 2.2 above.
- 2.4 CSM reserves the right to add a handling charge of fifteen percent (15%) + VAT of the amount of disbursements invoiced with the prior written agreement of the Client.
- 2.5 CSM reserves the right to negotiate a revised fee and expense structure in the event that the requirements of the Client change and such changes are accepted by CSM.
- 2.6 No payments will be made to third parties on behalf of the Client without receipt by CSM in cleared funds of the required amount fourteen (14) days in advance of the date payment is due to the third party. CSM shall be entitled to charge the Client all costs relating to any arrangement which is entered into by CSM on behalf of a client.
- 2.7 CSM acts as the Client’s agent when incurring expenditure in relation to the provision of Services and the Client is responsible for the correct tax treatment of all such disbursements and incidental expenses.
- 2.8 CSM reserves the right to charge interest at a daily rate of three percent (3%) above the base rate for each day that any invoice remains unpaid twenty eight (28) days after payment has fallen due, but no interest will be charged without prior written notice being given to the Client.
- 2.9 In the case of default on payment of any Charges due to CSM, CSM reserves the right to withdraw the Services it is contracted to provide.



2.10 Unless agreed otherwise, all payments shall be made in British Pound Sterling by transfer to such bank account as CSM may from time to time notify in writing to the Client. All bank charges resulting in GBP being converted to another currency shall be met by the Client.

3 AMENDMENTS AND CANCELLATIONS

3.1 CSM will take all reasonable steps to comply with any requests from the Client to amend or halt any plans or to cancel any work in the process of preparation insofar as this is possible within the scope of CSM's contractual obligations to its suppliers.

3.2 Any amendment or cancellation will be implemented by CSM only on the understanding that the Client will be responsible for any Charges incurred as a result of the cancellation or amendment and which cannot be recovered by CSM (including Charges arising in relation to third party commitments which have been entered into in connection with the Services), but the Client will have no such responsibility where the request for change arises out of CSM's default. CSM will not have any liability for delays as a result of the Client's request for any amendment to or cancellation of, the Services or any part thereof.

3.3 Any amendment to the Agreement may be made only with the mutual consent of the parties as set out in writing, signed by an authorised representative.

3.4 If additional services are requested by the Client and are agreed by CSM, any change will be set out in writing and CSM will inform the Client of any resulting changes to the Charges and any relevant deadlines. Nothing in this clause shall oblige CSM to accept any such change requests and CSM's refusal to accept a change shall not constitute a breach of this Agreement.

3.5 In the event of any changes in legislation that necessitate a change to these Standard Terms, CSM retains the right to amend these Standard Terms and will keep the Client informed in writing of any and all such amendments.

4 TERMINATION

4.1 On termination of CSM's appointment otherwise than by reason of CSM's default in relation to the Services, CSM will be entitled to be paid in respect of all Services rendered and Charges committed and/or incurred up to the effective date of termination.

4.2 Either party may terminate the Agreement upon giving thirty (30) days' written notice if the other party is in material breach of any term or condition of the Agreement and has failed (in the case of a breach capable of being remedied) to remedy the breach within fourteen (14) days of a written request to do so. Non-payment of the Charges shall be considered a material breach.

4.3 In addition to any other rights or remedies, either party may terminate the Agreement on written notice if the other party:

4.3.1 being a body corporate: (i) is unable to pay its debts as they fall due; (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets; (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other party in any jurisdiction; or

4.3.2 breaches clause 8.

4.4 For the purposes of clause 4.2 a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

4.5 The termination of the Services for any reason shall not affect those provisions having effect after termination.

4.6 If in CSM's reasonable opinion, the Client, or any controlled or controlling person of the Client, acts or omits to act in a way which would bring CSM into disrepute or would adversely impact CSM's good name, reputation or public image, including causing or permitting anything which is offensive, immoral or illegal, CSM shall have the right to terminate this Agreement.

5 INDEMNITIES

5.1 The Client will indemnify CSM and its officers and employees against any loss, damage or other liability suffered as a result of any claim or proceedings arising in connection with information, representation, reports, data or material supplied prepared or approved by the Client such material to include press releases, articles, copy, scripts, artwork and detailed plans or programmes unless arising as a result of any fault, negligence or unauthorised act on the part of CSM, its employees or agents.

5.2 The Client will indemnify and keep indemnified CSM and its officers and employees against any loss, damage or other liability in respect of any acts or omissions of any employee of the Client whether such loss, damage or liability arises before, on or after the date on which the Services commence, save as where such loss, damage or liability arises as a direct result of the negligence of CSM.

5.3 If CSM provides the Services for the ultimate benefit of a third party other than the Client, the Client shall indemnify CSM and its officers and employees against any loss, damage or other liability incurred or suffered by CSM in respect of such third party.



6 LIABILITIES

- 6.1 Nothing in this Agreement shall limit the liability of either party for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.
- 6.2 Subject to clause 6.1, the provisions of this clause 6 set out the limitations on the liability of CSM to the Client with respect to:
- 6.2.1 any breach of its contractual obligations arising under the Agreement (including under any indemnity);
 - 6.2.2 any representation, statement, act or omission given, made or carried out or in connection with the Agreement (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 6.3 Except as expressly set forth in the Agreement, all conditions, warranties and representations expressed or implied by statute, common law or otherwise with respect to the Services are excluded to the fullest extent permitted by law and in no event shall CSM be liable for any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not CSM is advised of the possibility of loss, liability, damage or expense):
- 6.3.1 loss of revenue;
 - 6.3.2 loss of actual or anticipated profits (including for loss of profits on contracts);
 - 6.3.3 loss of the use of money;
 - 6.3.4 loss of anticipated savings;
 - 6.3.5 loss of business;
 - 6.3.6 loss of operating time or loss of use;
 - 6.3.7 loss of opportunity;
 - 6.3.8 loss of goodwill;
 - 6.3.9 loss of reputation;
 - 6.3.10 loss of, damage to or corruption of data; or
 - 6.3.11 any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 6.3.1 - 6.3.10).
 - 6.3.12 direct financial and other loss not excluded by this clause is accepted by CSM to the limits set out in clause 6.4.
- 6.4 Except as stated in clause 6.1, the aggregate liability of CSM to the Client with respect to all claims under or in connection with the Agreement shall be limited to damages not exceeding the total Charges payable to CSM under the Agreement in the twelve (12) months immediately prior to the date of any claim or series of connected claims.
- 6.5 The Client acknowledges that it is responsible for any guests of the Client ("**Guests**") and CSM shall not assume any liability for any loss, injury (including death) or damage: (i) caused by the Guests; or (ii) to the Guests or their property unless the same arises as a result of CSM's negligence.
- 6.6 No claim may be brought against CSM's employees personally.

7 INSURANCE

- 7.1 CSM will take out and maintain insurance to cover its legal liabilities under the Agreement to a level appropriate to the Services it is providing. The Client shall be entitled to request a copy of the insurance certificates.
- 7.3 CSM shall not be required to name the Client as additional insured's under the policy nor to waive any rights of subrogation in the Client's favour.
- 7.4 CSM shall be added by the Client as an additional insured party to any Cancellation Insurance Policies relating to the Services procured by or on behalf of the Client.
- 7.5 CSM may, in its absolute discretion, refuse to enter into any agreement with a third party supplier, in the performance of its Services, where CSM is unable to: (i) limit its liability to amounts which do not exceed the available amount of its insurance cover; and (ii)



exclude its liability for indirect or consequential losses, despite CSM using reasonable endeavours to negotiate the same. If CSM is unable to use an alternative supplier, the Client shall, in respect of the agreement with the third party supplier: (i) indemnify CSM for all liabilities which arise above and beyond CSM's available level of insurance; or (ii) enter into the agreement with the third party supplier directly.

8 COMPLIANCE WITH ANTI-CORRUPTION, SANCTIONS AND ANTI-SLAVERY REQUIREMENTS

- 8.1 Each party shall comply, and shall procure that its associates comply with:
- 8.1.1 the UK Bribery 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
 - 8.1.2 any trade, export controls, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced in the state(s) in which the party is registered, established or in which it otherwise conducts activities;
 - 8.1.3 the Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking,
- ("Relevant Requirements").**
- 8.2 Each party shall have in place adequate procedures designed to prevent its associates from engaging in any activity, practice or conduct which would infringe any of the Relevant Requirements. Each party shall provide such supporting evidence of such procedures as the other party may reasonably request.
- 8.3 Each party (the **"Indemnifying Party"**) shall indemnify the other party (the **"Indemnified Party"**) against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, the Indemnified Party as a result of any breach of this clause 8 by the Indemnifying Party or any breach of provisions equivalent to this clause in any subcontract by any subcontractor.
- 8.4 For the purposes of this clause 8, a person associated with a party includes any directors, employees, agents, representatives, contractors or permitted subcontractor of that party.

9 DATA PROTECTION

- 9.1 Each party warrants that it has made all relevant notifications in accordance with its obligations under applicable data protection legislation required in the performance of its obligations and exercise of its rights under this Agreement.
- 9.2 Subject to each party's compliance with all applicable laws relating to data protection and privacy, each party may provide the other with personal data in the performance of its obligations under this Agreement.
- 9.3 Each party undertakes that it will: (i) where applicable, comply with its obligations as set out in the Data Processing Appendix (below); and (ii) process any personal data received from the other party in accordance with all applicable laws relating to data protection and privacy and the terms of this Agreement;
- 9.4 Each party warrants and undertakes that it has in place and will maintain appropriate operational and technological processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of personal data.

10 STAFFING

- 10.1 CSM will ensure suitable level of staffing to provide the Services.
- 10.2 CSM representatives will make themselves available to the Client at mutually acceptable times and locations to keep the Client fully informed of the progress of the services being provided.
- 10.3 If the Client's project requires staff to be DBS checked or equivalent, the Client will be responsible for the additional cost of DBS checks (or such other checks as are considered appropriate by CSM) for any staff member (whether from CSM or the Client) who does not already hold a valid, updated DBS certificate or equivalent.
- 10.4 The Client shall not solicit or employ or cause to be employed, whether directly or indirectly, any of CSM's staff during provision of the Services or for a period of one (1) year after the end of the Agreement, without the written consent of CSM. Notwithstanding the foregoing, the Client shall not be precluded from conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on websites for general circulation.



11 THIRD PARTIES

These terms and conditions set out the rights and obligations as agreed between CSM and the Client only. All work done and advice provided is for the Client's use and benefit only and CSM's duty of care is to the Client and not to any third parties. Nothing in the Agreement will confer on any third party any benefit or right to enforce any of these Standard Terms or to rely on any work done or advice provided by CSM. A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce the Agreement, with the exception that CSM's Group Companies (as defined in s.474 of the Companies Act 2006) may enforce any of these Standard Terms.

12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any Confidential Information (as defined in clause 12.4) except as permitted by Clause 12.2.

12.2 Each party may disclose the other party's Confidential Information:

12.2.1 to its employees, officers, representatives or advisers or those that have a need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with 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 12; and

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

12.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12.4 For the purposes of this Agreement, "**Confidential Information**" means all information disclosed by or on behalf of a party or otherwise acquired by a party which is clearly marked as confidential or notified in writing to the receiving party as being confidential or by its nature is reasonably deemed to be confidential including, but not limited to, all business, financial, commercial, technical, operational, organisational, legal, management and marketing information marked as confidential or notified in writing to the receiving party as confidential;

12.5 The Client acknowledges that CSM may: (i) use the Client's name and/or logo for the sole purpose of identifying the Client as a client of CSM, including on CSM's website; and (ii) produce one or more case studies summarizing the way in which the Services provided by CSM have been implemented, for internal use and in presentations to other clients or potential clients. Where any such case studies: (a) include information beyond what is available in the public domain; or (b) will be used by CSM for promotional and publicity purposes, the content of the case study will be subject to the Client's review and approval.

13 CLIENT WARRANTIES

13.1 The Client warrants that:

13.1.1 in carrying on its business, it abides by all relevant and applicable laws and regulations, including but not limited to the Relevant Requirements, and neither the Client, nor any controlled or controlling person nor official of the Client, is subject to any such sanctions, or will receive any significant benefit in money or otherwise from the work being done by CSM;

13.1.2 it is not nor any beneficial owners, director or any other person who has powers of representation, decision or control over the Client is not identified on any restricted party list issued by a national government or international organisation as subject to any sanction or embargo, including without limitation, any such list maintained by the Security Council of the United Nations, the European Union, the United Kingdom, the United States of America and/or by the authorities of the state(s) in which the Client is registered, established or in which it otherwise conducts activities

13.1.3 it has disclosed to CSM any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or CSM's good name, reputation, or public image; and

13.1.4 it has in place systems for preventing, auditing and investigating fraudulent, corrupt or illegal activities, security breaches or similar situations and is not aware of any such situation currently existing.

13.2 Breach of any of the warranties in this clause shall entitle CSM to terminate the Agreement by written notice with immediate effect.

14 GENERAL

14.1 **Costs.** Each party shall bear its own costs in connection with the negotiation and completion of the Agreement.

14.2 **Assignment and Subcontracting.** The Client shall not without the prior written consent of CSM (such consent not to be unreasonably withheld or delayed) assign, transfer (in whole or in part), sub-licence or charge or deal in any manner with the



Agreement or the benefit or burden of or the rights thereunder. CSM may sub-contract to another person the performance of any of the Services.

- 14.3 **Independence.** Nothing in the Agreement shall create, or be deemed to create a partnership or the relationship of employer and employee between the parties and neither party shall have authority to bind the other in any way, except as set out in these Standard Terms.
- 14.4 **Severance.** If any provision of these Standard Terms is held by any court or other competent authority to be void or unenforceable in whole or in part, it shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 14.5 **Freedom of Information Requests.** Where the Client is subject to the Freedom of Information Act (“FOIA”), and receives a request pursuant to the FOIA to disclose information relating to or received from CSM (including the terms of the Agreement), the Client will consult with CSM, and will use reasonable endeavours to identify and redact all commercially sensitive and other material exempt from disclosure, before releasing any such information.
- 14.6 **Notices.** All notices between the parties with respect to the Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) forty eight (48) hours after sending if sent by first class post or recorded delivery; or (iii) on sending if sent by email (provided that a copy is also sent by post in accordance with (ii) above), provided that in each case: (a) the notice is sent to the address of the addressee in the Agreement (or such other address as the addressee may from time to time have notified for the purpose of this clause); and (b) in relation to notices served on CSM, a copy of such notice is also sent by email to: csm.legal@csm.com.
- 14.7 **Good Faith.** Neither party will do or omit to do anything which would bring or might be expected to bring the other party into disrepute.
- 14.8 **Interpretation.** Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 14.9 **No Reliance.** Neither party shall rely on, any representation, warranty, promise, assurance, undertaking or other provision (whether in writing or not) except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of the Agreement shall be for breach of contract under its terms. Nothing in the Agreement shall exclude liability for fraud or fraudulent misrepresentation.
- 14.10 Force Majeure**
- 14.10.1 If either party is prevented or delayed by Force Majeure from the performance of any of its obligations under this Agreement (the “**Defaulting Party**”), then the Defaulting Party shall not be liable to the other party for delay or non-performance of its obligations under the Agreement so affected and such delay or non-performance shall not constitute a breach of the Agreement. “**Force Majeure**” shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including any strike, lockout or other industrial action, any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance (including any day of national mourning), any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.
- 14.10.2 In the event the Client is prevented from performing its obligations for reasons of Force Majeure, CSM shall have the right to receive: (i) all Charges for work completed to date and all costs for all work that has been completed, committed or cannot be cancelled; and (ii) ten percent (10%) of the remaining Charges by way of compensation.
- 14.11 **Entire Agreement.** The Standard Terms and the Agreement constitute the entire agreement between the Client and CSM in relation to the provision of goods/supply of Services, including, without limitation, any terms or conditions which the Client purports to apply under (or which accompany or are referred to in) any purchase order, confirmation of order, specification or other document.
- 14.12 **Legal Advice.** The Client agrees that CSM shall not provide any legal and/or financial advice in relation to CSM’s provision of the Services, or otherwise, and the Client may not rely on CSM for the provision of such advice.
- 14.13 **Governing Law.** The Agreement and any dispute or claim arising out of or in connection with the Agreement (including any non-contractual claim or dispute) shall be governed by and construed in accordance with the laws of England and Wales.
- 14.14 Dispute Resolution**
- 14.14.1 Save that nothing in this clause shall prevent a party from seeking relief pursuant to section 44 of the Arbitration Act 1996, the parties shall attempt to resolve any question, dispute or difference as to any matter or thing of whatever nature arising under or in connection with the Agreement (a “**Dispute**”) through negotiations between senior executives of the parties who shall have authority to settle the same. Either party shall commence the negotiations by serving the other party with a written ‘request to negotiate’. In conducting the negotiations, the parties shall meet at least once and shall use their bona fide reasonable efforts to resolve the Dispute.



- 14.14.2 In calculating the limitation period for any claim that is ultimately pursued through arbitration, the period between the date of service of the 'request to negotiate' and the date on which the parties are free to resort to arbitration shall be excluded.
- 14.14.3 If the Dispute is not resolved by negotiation within thirty (30) days of receipt of a written 'request to negotiate', the Dispute shall be finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA") and such rules are deemed to be incorporated by reference into this clause. It is agreed that:
- (a) The tribunal shall consist of one arbitrator.
 - (b) In default of the parties' agreement as to the arbitrator, the appointing authority shall be the LCIA.
 - (c) The seat of the arbitration shall be in London.
 - (d) The language of the arbitration shall be English.
 - (e) The law of the arbitration and this arbitration agreement shall be the laws of England and Wales



DATA PROCESSING APPENDIX

- 1.1 References in this Appendix to “data controller”, data processor”, “processing”, “data protection officer” and “personal data” shall have the same meaning as defined in Data Protection Legislation.
- 1.2 During the term of the Agreement, the parties acknowledge and agree that CSM may access, receive, generate, store and/or otherwise process personal data relating to the Client’s staff, clients, prospects and agents in order to provide the services to the Client, and/or otherwise fulfil its obligations, under and in accordance with this Agreement. The type of personal data that CSM may be required to process under this Agreement includes names, email addresses and/or any other personal information as may be agreed between the parties collected by or on behalf of the Client and in relation to the provision of the Services.
- 1.3 The parties agree that in respect of any personal data provided by the Client to the CSM in connection with receiving the benefit of the services that Client shall be the “**data controller**” (as defined in Data Protection Legislation) and CSM or Sub processor shall be the “**data processor**” (as defined in Data Protection Legislation).
- 1.4 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. The CSM shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:
- (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with Client’s lawful written instructions from time to time and CSM shall not process, nor permit the processing, of the data for any other purpose. If the CSM is unsure as to the parameters of the instructions issued by the Client and/or believes that Client’s instructions may conflict with the requirements of Data Protection Legislation or other Applicable Laws, CSM may notify the Client for clarification;
 - (b) ensure the reliability of all its personnel who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;
 - (c) subject to agreement on costs provide Client with reasonable co-operation and assistance in relation to Client’s obligations and rights under Data Protection Legislation including providing Client and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate security breaches, carry out privacy impact assessments or otherwise to demonstrate compliance by the parties with Data Protection Legislation and assisting Client by using appropriate technical and organisational measures in responding to, and complying with, data subject requests.
 - (d) having regard to the state of technological development and the cost of implementing any measures, take such 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.
 - (e) at Client’s expense, without undue delay notify Client, and provide such co-operation, assistance and information as Client may reasonably require if the CSM:
 - (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party’s compliance with Data Protection Legislation; and/or
 - (ii) becomes aware of any Security Breach;
 - (f) keep a written record of any processing of the data carried out in the course of the Services (“**Records**”);
 - (g) permit no more than once per year the Client, its third-party representatives (who is not a competitor of CSM) or a Regulator, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this paragraph by the CSM, access to inspect, and take copies of, the Records for the purpose of auditing CSM’s compliance with its obligations under this Appendix.



- (h) may engage a sub processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "**Sub processor**"), provided that it:
 - (i) notifies Client of any new or replacement Sub processors. If Client objects to the appointment of a new or replacement Sub processor, it shall notify CSM within five (5) business days. Client shall be deemed to have accepted the Sub processor if CSM does not receive an objection with five (5) business days.
 - (ii) enters into a written contract with the Sub processor that:
 - (1) provides protections or guarantees that Sub processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
 - (2) terminates automatically on termination or expiry of this Agreement for any reason; and
 - (iii) remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of the CSM (except to the extent caused or exacerbated by the Client).
- (i) return or destroy (as directed in writing by the Client) all personal data it has in its possession and delete existing copies unless applicable law requires storage of the personal data.
- (j) to the extent that CSM is required to transfer personal data pursuant to this Agreement to a territory outside of the European Economic Area ("**EEA**") that does not have a finding of adequacy by the European Commission, the parties shall execute or procure the execution of the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC ("**Model Clauses**") unless the parties agree another more appropriate lawful data transfer mechanism exists. The parties agree that if the Model Clauses (or agreed alternative mechanism) cease to exist or are no longer considered by both parties to be a lawful method of transferring personal data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and CSM may cease or procure that the relevant third party cease the processing of personal data until such time as the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner.

1.5 Client agrees to comply with its obligations under applicable Data Protection Legislation and shall in particular ensure that, as a condition of this Agreement, the transfer of personal data from the Client to CSM shall not cause CSM to be in breach of Data Protection Legislation or breach the rights of any data subject. Client shall indemnify the CSM on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by CSM arising out of Client's breach of this paragraph 1.5 ("**Claims**"). Each party acknowledges that Claims include any claim or action brought by a data subject arising from the Client's breach of its obligations in this paragraph.

1.6 For the purpose of this Appendix:

"Data Protection Legislation" means Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the EC Regulation 2016/679 (the GDPR), 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 European Commission and applicable national Regulators including the UK Information Commissioner.

"Regulator" means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

"Security Breach" means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under to this Agreement or breach of CSM's security obligations under this Agreement (including paragraph 1.4(d) of this Schedule).