

## Event Goods Delivered Ltd

### Supplier Terms and Conditions

These terms and conditions apply to the purchase of goods and / or services by Event Goods Delivered Ltd ("**EGD**") where (i) the purchase is detailed in a Scope of Work, signed by EGD and the supplier (the "**Supplier**") and which references these terms and conditions; or (ii) there is no written contract in place between EGD and the Supplier. The Supplier shall be deemed to have agreed to be bound by these terms and conditions by signing the Scope of Work, delivering the goods and / or performing the services (as applicable). These terms and conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

References to the "**Agreement**" in these terms and conditions are to the agreement between EGD and the Supplier for the provision of goods and / or services, as governed by these terms and conditions. The Agreement shall commence on the date stated on the Scope of Work (if applicable) or the date the Supplier commences performance of the agreed services ("**Services**") or dispatches the agreed goods ("**Goods**").

#### 1. Supply of Services

- 1.1. The Supplier shall supply the Services to EGD in accordance with the terms of the Agreement.
- 1.2. The Supplier shall meet any performance dates for the Services specified in the Scope of Work (if applicable) or otherwise agreed between the parties and time is of the essence in relation to any of those performance dates.
- 1.3. In providing the Services, the Supplier shall:
  - 1.3.1. provide the Services with the relevant industry standard of skill and care commensurate with a skilled and experienced supplier of the same services;
  - 1.3.2. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
  - 1.3.3. ensure that the Services conform in all respects and at all times with any specification and/or description for the Services as set out in the Scope of Work (if applicable) or otherwise agreed by the parties;
  - 1.3.4. comply with all applicable laws, statutes, regulations and codes from time to time in force;
  - 1.3.5. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - 1.3.6. not do or omit to do anything which may cause EGD to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
  - 1.3.7. observe all health and safety rules and regulations and any other security requirements that apply at any of EGD's premises; and
  - 1.3.8. comply with any additional requirements as set out in the Scope of Work (if applicable).

#### 2. Supply of Goods

- 2.1. The Supplier shall ensure that the Goods shall:
  - 2.1.1. correspond with their description and any applicable specification as set out in the Scope of Work (if applicable), or otherwise agreed between the parties;
  - 2.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by EGD, expressly or by implication, and in this respect EGD relies on the Supplier's skill and judgement;
  - 2.1.3. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

2.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 2.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.
- 2.3. EGD may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.
- 2.4. If following such inspection or testing EGD considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 2.1, EGD shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. EGD may conduct further inspections and tests after the Supplier has carried out its remedial actions.

### 3. Delivery of Goods

- 3.1. The Supplier shall ensure that:
  - 3.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
  - 3.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods and special storage instructions (if any).
- 3.2. The Supplier shall deliver the Goods:
  - 3.2.1. on the date specified in the Scope of Work;
  - 3.2.2. to the premises specified in the Scope of Work or such other location as instructed by EGD before delivery ("**Delivery Location**"); and
  - 3.2.3. during EGD's normal hours of business, or as otherwise instructed by EGD.
- 3.3. Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the Delivery Location.
- 3.4. If the Supplier:
  - 3.4.1. delivers less than 100% of the quantity of Goods ordered, EGD may reject the Goods; and
  - 3.4.2. delivers more than 105% of the quantity of Goods ordered, EGD may reject the Goods or the excess Goods,  
  
and any rejected Goods shall be returnable at the Supplier's risk and expense.
- 3.5. Title and risk in the Goods shall pass to EGD on completion of delivery.

### 4. EGD Remedies

- 4.1. If the Supplier (i) fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both or (ii) performs the Services but these do not comply with the undertakings set out in clause 1.3 or (iii) delivers the Goods but these do not comply with the undertakings set out in clause 2.1 EGD shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
  - 4.1.1. to terminate the Agreement with immediate effect by giving written notice to the Supplier;
  - 4.1.2. to refuse to accept any subsequent performance of the Services and / or to reject the Goods whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

- 4.1.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the Goods (if paid);
  - 4.1.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
  - 4.1.5. to claim damages for any additional costs, loss or expenses incurred by EGD which are in any way attributable to the Supplier's failure to meet such dates and / or the Supplier's failure to supply the Services and / or Goods in accordance with the Agreement.
- 4.2. If the Goods are not delivered by the applicable date, EGD may, at its option, claim or deduct 5% of the price of the Goods for each day's delay in the delivery of the Goods by way of liquidated damages until the earlier of delivery of the Goods or termination or abandonment of the Agreement by EGD, up to a maximum of the total price of the Goods. If EGD exercises its rights in respect of late delivery under this clause 4.2 it shall not be entitled to any of the remedies set out in clause 4.1 in respect of the late delivery of the Goods.

## 5. EGD's Obligations

- 5.1. EGD shall (i) provide such access to its premises and/or data as may reasonably be requested by the Supplier and agreed with EGD in advance, for the purposes of providing the Services and / or Goods and (ii) provide such necessary information for the provision of the Services and / or Goods as the Supplier may reasonably request.

## 6. Charges and Payment

- 6.1. In consideration for the provision of Services and / or Goods, EGD shall pay the Supplier the Charges and any expenses set out in the Scope of Work, or otherwise agreed between the parties in writing prior to such Charges or expenses being incurred.
- 6.2. The Charges set out in the Scope of Work (or otherwise agreed between the parties in writing) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing by EGD.
- 6.3. The Supplier shall invoice EGD in accordance with the Invoicing Schedule set out in the Scope of Work (or otherwise agreed between the parties in writing). Each invoice shall include such supporting information as is reasonably required by EGD to verify the accuracy of the invoice. Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to EGD, the Supplier shall provide a valid VAT invoice to EGD.
- 6.4. Payment of the Charges will be made thirty (30) days after EGD's receipt of the Supplier's valid VAT invoice, following performance of Services / receipt of Goods, to a bank account nominated in writing by the Supplier.
- 6.5. EGD shall have the right, upon reasonable notice, to audit the Supplier's accounts to review and verify the Supplier's compliance with the provisions of the Agreement and verify that the Charges have been accurately and properly calculated by the Supplier.
- 6.6. EGD may withhold payment of the Charges if the Supplier is in breach of any terms of this Agreement.
- 6.7. If a party fails to make any payment due to the other party under the Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 6.8. EGD may at any time, on written notice to the Supplier, set off any liability of the Supplier to EGD against any liability of EGD to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.

## 7. Data Protection

7.1. The parties shall comply with their data protection obligations as set out in the Data Protection Schedule.

## 8. Confidentiality

8.1. Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 8.2. For the purposes of this clause 8.1, group means, in relation to that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

8.2. Each party may disclose the other party's confidential information:

8.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

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

8.3. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

## 9. Compliance with relevant laws and policies

9.1. In performing its obligations under the Agreement, the Supplier shall:

9.1.1. comply with all applicable laws, statutes, regulations and codes from time to time in force; and

9.1.2. comply with the policies listed in the Notes section of the Scope of Work (if any).

## 10. Intellectual Property

10.1. **"Intellectual Property Rights"** means any and all rights in and to all inventions, patents, utility models, know-how, designs (both registered or unregistered), database rights, copyright 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.

10.2. The Intellectual Property Rights in all materials and deliverables provided by the Supplier, including artwork, photography, footage (in all forms of media), copy and other work produced as a result of the Agreement shall be assigned to EGD on creation.

10.3. EGD grants to the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy the materials provided by EGD to the Supplier ("**EGD Materials**") for the term of the Agreement for the purpose of providing the Services and / or Goods to EGD. The Supplier acknowledges that all rights in the EGD Materials are and shall remain the exclusive property of EGD.

10.4. All Intellectual Property Rights which subsist prior to the Agreement or in materials which are developed by the Supplier independently of the Goods and / or Services provided under the Agreement ("**Supplier Background IP**") shall be retained by the Supplier. The Supplier grants to EGD a fully paid-up, non-exclusive, royalty-free non-transferable licence to use the Supplier Background IP to the extent necessary to receive the benefit of the Goods and / or Services.

## 11. Indemnity

11.1. The Supplier shall indemnify EGD against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest,

penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by EGD arising out of or in connection with:

- 11.1.1. any claim made against EGD for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the EGD Materials); and / or
- 11.1.2. any claim made against EGD by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

11.2. This clause 11 shall survive termination of the Agreement.

## **12. Liability**

- 12.1. References to liability in this clause 12 include every kind of liability arising under or in connection with the Agreement, whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise.
- 12.2. Nothing in this clause 12 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.
- 12.3. Subject to clause 12.2 and except as otherwise stated under this Agreement, EGD shall not be liable under any circumstances to the Supplier for any indirect or consequential loss, including: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of, damage to or corruption of data; (vi) loss of or damage to goodwill; and (vii) any other indirect or consequential loss.
- 12.4. Subject to clause 12.2, EGD's aggregate liability to the Supplier with respect to all claims under or in connection with the Agreement shall be limited to damages not exceeding the total Charges payable to the Supplier under the Agreement in the twelve (12) months immediately prior to the date of any claim.

## **13. Insurance**

- 13.1. During the term of the Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on EGD's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **14. Termination**

- 14.1. Without affecting any other right or remedy available to it, EGD may terminate the Agreement:
  - 14.1.1. with immediate effect by giving written notice to the Supplier if:
    - 14.1.1.1. the Supplier commits a breach of clause 9 (compliance with relevant laws and policies);  
or
    - 14.1.1.2. the Supplier commits a breach of clause 15.1 (non-solicitation).
  - 14.1.2. for convenience by giving the Supplier one month's written notice.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
  - 14.2.1. the other party commits a material breach of any term of the Agreement which breach which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
  - 14.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether

voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

14.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14.3. On termination of the Agreement:

14.3.1. EGD shall pay the Supplier all costs for Services actually delivered in compliance with the terms of this Agreement and to the satisfaction of EGD up to the point of termination, but shall not be liable to the Supplier for any further costs, losses or damages under any circumstances; and

14.3.2. the Supplier shall immediately deliver to EGD all deliverables whether or not then complete and return all EGD materials to EGD.

14.4. Termination or expiry of the Agreement shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14.5. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## 15. General

15.1. **Non-solicitation.** In order to protect the legitimate business interests of EGD, the Supplier covenants with EGD that it shall not (i) solicit or entice away (or attempt to solicit or entice away) from EGD the business or custom of any Restricted Customer or (ii) be involved with the provision of goods or services to any Restricted Customer. The Supplier shall be bound by the covenant set out in clause 15.1 during the term of the Agreement, and for a period of twelve (12) months after termination or expiry of the Agreement. For the purposes of this clause 15.1 a "**Restricted Customer**" shall mean any firm, company or person who is or has been at any time during the immediately preceding twelve (12) months a customer or prospective customer of, or in the habit of dealing with, EGD.

15.2. **Warranties.** Each party warrants and undertakes that it has full power and authority to enter into the Agreement and it shall not, in entering into the Agreement or in performing its obligations hereunder be in breach of or be prevented or delayed in the fulfilment of its obligations by (i) any provision of its constitutional document; (ii) any contractual or other obligation owed to it by any other person or (iii) any laws or regulations.

15.3. **Force Majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from reasons of Force Majeure. If the period of delay or non-performance continues for more than thirty (30) days, the party not affected may terminate the Agreement by giving fourteen (14) days' written notice to the affected party. "**Force Majeure**" means any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including without limitation (i) any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, (ii) any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), (iii) an event of national significance (including any day of national mourning), (iv) any fire, explosion, storm, flood, earthquake, subsidence, or other natural physical disaster; (v) epidemic or pandemic. Notwithstanding the preceding, none of the following shall constitute Force Majeure: (i) any circumstances preventing or delaying the Supplier in performance of this Agreement, where such circumstances were known (or should reasonably have been known) by the Supplier at the date of the Supplier entering into this Agreement and agreeing to the deadlines for delivery contained herein and it being reasonably foreseeable that such circumstances could lead to such prevention or delay (ii) inability of the Supplier to obtain equipment, materials or personnel required to deliver obligations hereunder and / or (iii) strike, lockout or other industrial disturbances involving the Supplier's workforce or its agents or sub-contractors.

- 15.4. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of EGD. If EGD consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 15.5. **Assignment.** The Supplier may not assign or otherwise transfer the Agreement or any benefits or obligations therein without EGD's prior written consent. EGD may at any time assign or transfer any of its rights or obligations under the Agreement.
- 15.6. **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.7. **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.8. **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.9. **Waiver.** (a) a waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy and (b) a failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.10. **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 15.10 shall not affect the validity and enforceability of the rest of the Agreement.
- 15.11. **Notices.** Any notice given to a party under or in connection with the Agreement shall be in writing and shall be duly served: (i) if delivered by hand, at the time the notice is left at the property address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second business day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.11, business day means a day other than a Saturday, Sunday or public holiday in England and business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause 16.11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.12. **Third party rights.** The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 15.13. **Dispute resolution.** 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. 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.
- 15.14. **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

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



## Data Protection Schedule

For the purposes of this Data Protection Schedule "**Schedule**"), the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR. "**Applicable Data Protection Laws**" means, to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data and, to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which EGD is subject, which relates to the protection of personal data.

1. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Schedule is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Applicable Data Protection Laws.
2. The parties acknowledge that for the purposes of the Data Protection Legislation, EGD is the Controller, and the Supplier is the Processor.
3. Without prejudice to the generality of paragraph 2, EGD will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of EGD for the duration and purposes of the Agreement.
4. Without prejudice to the generality of paragraph 2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:
  - 4.1. process that Personal Data only on the documented written instructions of EGD unless the Supplier is required by applicable laws to otherwise process that Personal Data. Where the Supplier is relying on applicable laws as the basis for processing Personal Data, the Supplier shall promptly notify EGD of this before performing the processing required by applicable laws unless the applicable laws prohibit the Supplier from so notifying EGD;
  - 4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 4.4. not transfer any Personal Data outside of the UK unless the prior written consent of EGD has been obtained and the following conditions are fulfilled:
    - 4.4.1. EGD or the Supplier has provided appropriate safeguards in relation to the transfer;
    - 4.4.2. the Data Subject has enforceable rights and effective legal remedies;
    - 4.4.3. the Supplier complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
    - 4.4.4. the Supplier complies with reasonable instructions notified to it in advance by EGD with respect to the processing of the Personal Data;
  - 4.5. assist EGD, at EGD's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 4.6. notify EGD without undue delay on becoming aware of a Personal Data Breach;
  - 4.7. at the written direction of EGD, delete or return Personal Data and copies thereof to EGD on

termination of the Agreement unless required by applicable laws to store the Personal Data; and

- 4.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 4 and allow for audits by EGD or EGD's designated auditor and immediately inform EGD if, in the opinion of the Supplier, an instruction infringes the Applicable Data Protection Laws.
5. The Supplier must obtain EGD's written consent prior to appointing a third party processor of Personal Data under the Agreement. If EGD consents to any such appointment, the Supplier shall enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this paragraph 4 and which the Supplier undertakes will reflect the requirements of Applicable Data Protection Laws. As between EGD and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 5.