

STANDARD TERMS AND CONDITIONS FOR BRAEMAR MARKETS SUBSCRIPTION

These terms and conditions constitute the Agreement that shall govern the provision of the Services including the Subscriber's access to and use of BACM Markets and the Data. By entering into, accepting and consenting to this Agreement, the Subscriber has agreed to accept such terms and conditions on each occasion the Subscriber accesses BACM Markets.

This Agreement shall be published on the Supplier's website and amended or supplemented by the Supplier in its absolute discretion from time to time. The Supplier will notify the Subscriber of any material changes but may make non-material changes without notifying the Subscriber and such changes shall take effect upon the new Agreement being published on the Supplier's website.

The Subscriber's attention is particularly drawn to the provisions of clause 12 which contains provisions excluding or limiting the Supplier's liability.

Interpretation

1.1. In this Agreement, the following definitions apply:

Agreement means these terms and conditions as amended or supplemented from time to time in accordance with the provisions set out herein.

Authorised Users means those employees, agents and independent contractors of the Subscriber who are authorised by the Subscriber to access BACM Markets.

BACM Markets means a market research tool operated by the Supplier for the shipbroking market which includes, among other things, market reports, key statistics on fleet data, market analysis, industry news, historical prices on assets and commodities and key statistics on vessel demand.

Business Day means any day (other than Saturday or Sunday) on which banks are open for business in London, United Kingdom.

Confidential Information means information that is proprietary or confidential and includes, for the avoidance of doubt, the Data.

Data means the data contained on BACM Markets.

Data Protection Legislation means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislative and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data.

Initial Subscription Term means the initial term of this Agreement as agreed between the Parties.

Intellectual Property Rights all patents, rights to copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in

designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Renewal Period means the period described in clause 13.1.

Services means the Supplier providing the Subscriber with access to BACM Markets in accordance with this Agreement via <https://braemarmarkets.com> or any other website notified to the Subscriber from time to time.

Subscriber means the person or firm who subscribes for access to BACM Markets.

Subscription Fees means the fees payable by the Subscriber in order to access BACM Markets as agreed between the Parties.

Subscription Term means the Initial Subscription Term together with any subsequent Renewal Periods.

Supplier means Braemar ACM Shipbroking Limited.

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User Subscriptions means the user subscriptions purchased by the Subscriber pursuant to clause 3 which entitle Authorised Users to access and use BACM Markets and the Data in accordance with this Agreement.

1.2. Unless the context otherwise requires, each reference in this Agreement to:

1.2.1. "**writing**", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3. a clause or paragraph is a reference to a clause of this Agreement;

1.2.4. references to "**controller**", "**processor**", "**data subject**", "**personal data**", "**personal data breach**" and "**processing**" shall have the meanings given to them under the Data Protection Legislation; and

1.2.5. a "**Party**" or the "**Parties**" refer to the parties to this Agreement.

1.3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of

this Agreement.

- 1.4. Words imparting the singular number shall include the plural and vice versa.

2. Access to BACM Markets and the Data

- 2.1. The Supplier hereby grants to the Subscriber a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised User(s) to access BACM Markets and the Data during the Subscription Term solely for the Subscriber's internal business operations.

- 2.2. The Subscriber undertakes that:

- 2.2.1. The number of Authorised Users given access to BACM Markets shall not exceed the number of User Subscriptions it has purchased from time to time;

- 2.2.2. No User Subscription shall be used by more than one individual Authorised User; and

- 2.2.3. each Authorised User shall keep their password to access BACM Markets strictly confidential.

- 2.3. The Subscriber shall not:

- 2.3.1. except as permitted by applicable law which cannot be excluded and except to the extent expressly permitted under this Agreement:

- 2.3.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of BACM Markets or the Data (as applicable) in any form or media or by any means; or

- 2.3.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of BACM Markets; or

- 2.3.2. access all or any part of BACM Markets and the Data in order to build a product or service which competes with the Services and/or BACM Markets; or

- 2.3.3. use the Data, in whole or in part, in any prospectus, admission document, information memorandum, loan or other agreement, document or filing; or

- 2.3.4. use BACM Markets and/or the Data to provide services to third parties; or

- 2.3.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make BACM Markets and/or the Data available to any third party; or

- 2.3.6. attempt to obtain, or assist third parties in obtaining, access to BACM Markets and/or the Data, other than as provided under this clause 2; or

- 2.3.7. introduce or permit the introduction of, any virus into the Supplier's network and information systems.

- 2.4. The Subscriber shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Data and, in the event of any such unauthorised access or use, promptly notify the Supplier.

- 2.5. The rights provided under this clause 2 are granted to the Subscriber only and shall not be considered granted to any subsidiary or holding company of the Subscriber.

- 2.6. The Supplier may from time to time make amendments to BACM Markets or to any other associated material or facilities under its control.

3. Additional User Subscriptions

- 3.1. If the Subscriber wishes to purchase additional User Subscriptions, the Subscriber shall notify the Supplier, and the Supplier shall activate the additional User Subscriptions no later than 10 Business Days following the Subscriber's notification.

- 3.2. The Subscriber shall, in the subsequent annual payment for the Subscription, be charged the relevant Subscription Fees for such additional User Subscriptions (including any pro rata amount of such Subscription Fees where the additional User Subscriptions have been granted part way through a year.

4. Access to the Services

- 4.1. The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for maintenance, which the Supplier will endeavour to carry out outside of normal business hours in the United Kingdom.

5. Supplier's obligations

- 5.1. The Supplier:

- 5.1.1. does not warrant that:

- 5.1.1.1. the Subscriber's use of the Services will be uninterrupted or error-free;

- 5.1.1.2. the Services, BACM Markets or the Data are fit for a particular purpose;

- 5.1.1.3. the Services, BACM Markets or the Data will meet the Subscriber's requirements or expectations; or

- 5.1.1.4. BACM Markets or the Services will be free from viruses and vulnerabilities; and

- 5.1.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Subscriber acknowledges that the Services and the Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
 - 5.1.3. does not make any representations, warranties, guarantees of any kind, whether express or implied, in relation to the information contained on BACM Markets (including as to its accuracy) or contained within the Data and shall not be liable to any person (including the Subscriber) for losses, damage, costs or expenses howsoever caused arising directly or indirectly out of or in connection with BACM Markets and/or use of or reliance on the Data;
 - 5.1.4. shall be under no obligation to maintain BACM Markets or the Data contained therein or any necessary licences, consents or permissions necessary to provide the Services or BACM Markets or the Data; and
 - 5.1.5. shall be under no obligation to update BACM Markets or the Data contained therein where information becomes available after Data is published on BACM Markets.
- 5.2. The Supplier shall be free to enter into similar agreements with third parties, and shall not be prevented from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6. The Subscriber's obligations

- 6.1. The Subscriber shall:
 - 6.1.1. provide the Supplier with:
 - 6.1.1.1. all necessary co-operation in relation to this Agreement; and
 - 6.1.1.2. all necessary access to such information as may be required by the Supplier in order to provide the Services,
 - 6.1.2. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 6.1.3. ensure that the Authorised Users use the Services and the Data in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

- 6.1.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 6.1.5. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Subscriber's network connections or telecommunications links or caused by the internet; and
- 6.1.6. acknowledges that BACM Markets and the Data contained therein does not constitute a recommendation by the Supplier to proceed or not proceed with a particular course of action (such decisions are solely for the Subscriber to make) and does not constitute investment advice or an invitation or inducement to engage in investment activities.

7. Data Protection

- 7.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 7.2. The Parties will comply with the obligations set out in the appendix to this Agreement, which shall form part of and be subject to the terms of this Agreement.

8. Subscription Fees and Payment

- 8.1. The Subscriber shall pay the Supplier the Subscription Fees for the User Subscriptions on an annual basis in advance. The Supplier shall issue an invoice to the Subscriber in respect of the Subscription Fees which shall be paid no later than 30 days from the date of such invoice. Payment shall be made in accordance with the terms and instructions set out in such Supplier's invoice.
- 8.2. If the Supplier does not receive any payment due under this Agreement, without prejudice to any other rights and remedies of the Supplier the Supplier may immediately, without liability to the Subscriber, revoke the Subscriber's access to BACM Markets and the Supplier shall be under no obligation to provide any of the Services while the amount(s) concerned remain unpaid; and
- 8.3. All amounts and fees stated or referred to in this Agreement:
 - 8.3.1. shall be payable in pounds sterling;

- 8.3.2. are non-cancellable and non-refundable; and
 - 8.3.3. are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
 - 8.4. The Supplier shall not increase the Subscription Fees during the Initial Subscription Term but shall be entitled to increase the Subscription Fees upon any Renewal Period. The Supplier shall notify the Subscriber not less than 30 days prior to the end of the Initial Subscription Term of the Subscription Fees that shall be payable for the Renewal Period.
- 9. Intellectual Property Rights**
- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Services (including in relation to BACM Markets and the Data) are owned by the Supplier and this Agreement does not grant any Intellectual Property Rights to the Subscriber.
- 10. Confidentiality**
- 10.1. Each Party undertakes that, except as provided by clause 10.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and after its termination:
 - 10.1.1. keep confidential all Confidential Information;
 - 10.1.2. not disclose any Confidential Information to any third party or use any Confidential Information for any purpose other than for its internal business purposes in accordance with this Agreement; and
 - 10.1.3. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of clauses 10.1.1 to 10.1.2 above.
 - 10.2. Either Party may disclose any Confidential Information to: (i) any sub-contractor or supplier of that Party; (ii) any governmental or other authority or regulatory body; or (iii) any employee or officer of that Party or of any of the aforementioned persons, in each case to only to the extent necessary for its internal business purposes only in accordance with the provisions of this Agreement, or as required by law, and subject to that Party first informing the person in question that the Confidential Information is confidential and in respect of disclosures made under (i) or (iii) above, procuring that the person in question adheres to the obligations set out in this Agreement in relation to the Confidential Information.
 - 10.3. Confidential Information shall not be deemed to include any information which:
 - 10.3.1. is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of a receiving Party;
 - 10.3.2. was in the receiving Party's lawful possession prior to the date of disclosure;
 - 10.3.3. is lawfully disclosed to the receiving Party with no restrictions on disclosure; or
 - 10.3.4. is independently developed by the receiving Party.
 - 10.4. The Supplier acknowledges that personal data provided by the Subscriber is the Confidential Information of the Subscriber.
 - 10.5. The provisions of this clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- 11. Indemnity**
- 11.1. The Subscriber shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Subscriber's use of the Services and/or the Data.
- 12. Limitation of Liability THE SUBSCRIBER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 12.1. Nothing in this Agreement excludes the liability of the Supplier:
 - 12.1.1. for death or personal injury caused by the Supplier's negligence; or
 - 12.1.2. for fraud or fraudulent misrepresentation.
 - 12.2. Except as expressly and specifically provided in this Agreement:
 - 12.2.1. the Subscriber assumes sole responsibility for the use of BACM Markets and the Data by the Subscriber, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Subscriber in connection with the Services, or any actions taken by the Supplier at the Subscriber's direction;
 - 12.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
 - 12.2.3. the Services and the Data are provided to the Subscriber on an "as is" basis.

12.3. Subject to clauses 12.1 and 12.1:

12.3.1. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

12.3.1.1. any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

12.3.1.2. anything arising out of or in connection with a modification of the Services or Data by anyone other than the Supplier;

12.3.1.3. the Subscriber's use of BACM Markets or Data in a manner contrary to the instructions given to the Subscriber by the Supplier; or

12.3.1.4. the Subscriber's use of the Services or Data after notice of an alleged or actual claim from the Supplier or any third party; and

12.3.2. the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement shall in no circumstances exceed the total amount of Subscription Fees paid by the Subscriber during the 12 months immediately preceding the date on which the claim arose.

12.4. Any claim by the Subscriber against the Supplier arising out of or in connection with the Services shall be made in writing and notified to the Supplier within 14 days of the date upon which the Subscriber became aware, or ought reasonably to have become aware of any occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred. The Supplier shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the Services unless formal proceedings be brought and written notice thereof is given to the Supplier within 1 year from the date of the occurrence alleged to give rise to a cause of action against the Supplier.

12.5. This Agreement sets out the Subscriber's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-

contractors') entire obligations and liabilities in connection with the Services.

12.6. This clause 12 shall survive termination of the Agreement.

13. Term and Termination

13.1. This Agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term (unless terminated earlier in accordance with its terms) unless the Subscriber notifies the Supplier in writing, that it wishes to continue receiving the Services, in which case this Agreement shall be renewed for a successive period of 12 months (a "Renewal Period"). This Agreement will subsequently terminate on the expiry of the Renewal Period unless the Subscriber notifies the Supplier that it wishes to renew the Agreement for a further Renewal Period.

13.2. Either Party has the right to terminate the Agreement immediately if the other:

13.2.1. has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 30 days after a written notice to do so; or

13.2.2. goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

13.3. If a claim arises against the Supplier which means the Supplier is unable to continue providing the Services, the Supplier may terminate this Agreement on 2 Business Days' notice to the Subscriber without any additional liability to the Subscriber.

13.4. Any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced by termination of this Agreement.

13.5. Any rights and obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this clause 13.

14. Assignment

14.1. Except as provided for in this Agreement, neither Party shall assign, transfer, sub-contract, or in any other manner transfer to any third party and rights or

obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Parties acknowledge that the Services may be carried out by affiliates and/or sub-contractors of the Supplier.

15. Force Majeure

15.1 Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for thirty days, the Party not affected may terminate this Agreement by giving two weeks' written notice to the affected Party.

16. Notices

16.1. Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

16.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

16.3. This clause 16 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

17. Entire Agreement

17.1. This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, warranty, statement, representation, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.

18. Waiver

18.1. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1. The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

20. Third Parties

20.1. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. Variation

21.1. Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing by the Supplier.

22. No Joint Venture or Partnership

22.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other.

23. Governing Law and Jurisdiction

23.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.2. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

APPENDIX – DATA PROCESSING REQUIREMENTS

- 1.1. The Parties acknowledge that:
 - 1.1.1. if the Supplier processes any personal data on the Subscriber's behalf when performing its obligations under the Agreement, the Subscriber is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation; and
 - 1.1.2. the personal data may be transferred or stored outside the European Economic Area or the country where the Subscriber and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under the Agreement.
- 1.2. Without prejudice to the generality of clause 7.1 of the Agreement, the Subscriber will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with the Agreement on the Subscriber's behalf.
- 1.3. Without prejudice to the generality of clause 7.1 of the Agreement, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Agreement:
 - 1.3.1. process that personal data only for the purposes of providing the Services (including for performing know your client checks or completing client onboarding processes) or otherwise on the documented written instructions of the Subscriber unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data ("**Applicable Laws**"). Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Subscriber of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Subscriber;
 - 1.3.2. not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - 1.3.2.1. the Subscriber or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 1.3.2.2. the data subject has enforceable rights and effective legal remedies;
 - 1.3.2.3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 1.3.2.4. the Supplier complies with reasonable instructions notified to it in advance by the Subscriber with respect to the processing of the personal data;
 - 1.3.3. assist the Subscriber, at the Subscriber's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation relating to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 1.3.4. notify the Subscriber without undue delay on becoming aware of a personal data breach;
 - 1.3.5. at the written direction of the Subscriber, delete or return personal data and copies thereof to the Subscriber on termination of the agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
 - 1.3.6. maintain complete and accurate records and information to demonstrate its compliance with this appendix and immediately inform the Subscriber if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 1.4. The Subscriber consents to the Supplier appointing a third party processor of personal data under the Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this appendix and in either case which the Supplier undertakes will continue to reflect the requirements of the Data Protection Legislation. As between the Subscriber 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 appendix.
- 1.5. The Parties may agree to revise this appendix by replacing it with any applicable controller to processor standard clauses or similar terms, provided always that the Supplier shall remain as the processor and shall not be the controller.