



Standard Terms and Conditions - Revised as of 22 February 2024

Definitions

In these terms, unless the context otherwise requires:

BOAT INTERNATIONAL MEDIA LTD means each of BOAT INTERNATIONAL MEDIA LTD Magazines

BOAT INTERNATIONAL MEDIA LTD's Website means the websites located at <http://www.boatinternational.com>, <http://www.dockwalk.com> and <https://www.ibinews.com/>.

Advertising Material means advertising material and any promotional or other material provided to BOAT INTERNATIONAL MEDIA LTD by or on behalf of Client (whether or not produced with the creative assistance of BOAT INTERNATIONAL MEDIA LTD), including inserts, band-ons, business reply cards, tip-ons, samples and scents;

Advertising Material Lodgement Requirements means the requirements for lodgement of Advertising Material with BOAT INTERNATIONAL MEDIA LTD as specified on BOAT INTERNATIONAL MEDIA LTD's Website or otherwise specified by BOAT INTERNATIONAL MEDIA LTD from time to time.

Booking means a written or verbal order from Client to BOAT INTERNATIONAL MEDIA LTD requesting the provision of Services;

Cancellation Date means the cancellation date applicable to a Publication as specified on BOAT INTERNATIONAL MEDIA LTD's Website or otherwise specified by BOAT INTERNATIONAL MEDIA LTD from time to time;

Client means any person who places a Booking or to whom BOAT INTERNATIONAL MEDIA LTD supplies Services;

Confirmation Advice means a notice from BOAT INTERNATIONAL MEDIA LTD to Client confirming the details of a Booking and acceptance of the Booking subject to these terms;

Publication means a publication or website with which BOAT INTERNATIONAL MEDIA LTD is associated; and

Services mean the provision to Client by or on behalf of BOAT INTERNATIONAL MEDIA LTD of advertising opportunities, including advertorials, in a Publication or on a website

1. Incorporation

1.1 These terms (together with the applicable Cancellation Date and Advertising Material Lodgement Requirements) govern each supply of Services and, except as modified in accordance with clause 1.2, constitute the entire agreement in connection with each supply of Services. All other express or implied terms and conditions, including the terms and conditions of Client, are excluded to the extent permitted by law.

1.2 No variation to these terms, whether in a Booking or otherwise, binds BOAT INTERNATIONAL MEDIA LTD unless expressly and specifically agreed in writing by BOAT INTERNATIONAL MEDIA LTD and Client.

1.3 These terms supersede any terms and conditions that have previously governed any supply of Services and prevail to the extent of any inconsistency between a written or verbal quotation or Booking and these terms.

2. Pricing advice & Quotations

2.1 Any written or verbal quotation provided by BOAT INTERNATIONAL MEDIA LTD to Client, whether in the form of a media kit or otherwise, is a mere invitation to treat and does not constitute a contractual offer. All such quotations lapse 30 days after issue, but BOAT INTERNATIONAL MEDIA LTD may vary or withdraw any such quotation at any time.

3. Booking Procedure

3.1 Client may, at any time, make a Booking. A Confirmation Advice will then be issued with respect to the Booking.

3.2 The Confirmation Advice will be emailed or faxed to the Client who shall sign and return it. Should a signed confirmation not be received but the Advertisement Material is provided then these terms bind the Client as if a Confirmation Advice had been issued.

3.3 Client may cancel all or part of a Booking without penalty if written notice is given to BOAT INTERNATIONAL MEDIA LTD's Advertising manager in writing before the Cancellation Date. Bookings accepted by BOAT INTERNATIONAL MEDIA LTD after the Cancellation Date may not be cancelled by Client without payment for the Booking in full.

3.4 If Client cancels all or part of a Booking after the Cancellation Date, BOAT INTERNATIONAL MEDIA LTD is entitled to payment in full for the Booking.

3.5 If BOAT INTERNATIONAL MEDIA LTD fails to issue a Confirmation Advice relating to a Booking but provides the Services requested in that Booking, these terms bind the Client as if a Confirmation Advice had been issued.

4. Rates and Payment

4.1 The applicable rate for any Booking is the rate specified in the Confirmation Advice (or, in the absence of a Confirmation Advice, in the rate card for the applicable Publication as of the date of the Booking). Client must pay the applicable rate for a Booking to BOAT INTERNATIONAL MEDIA LTD at the time of presentation of BOAT INTERNATIONAL MEDIA LTD's invoice for that Booking or on such later date as may be specified by BOAT INTERNATIONAL MEDIA LTD on their invoice.

4.2 Production costs (including those associated with inserts and onserts) are also payable by Client at BOAT INTERNATIONAL MEDIA LTD's standard rates from time to time where production costs are incurred on behalf of Client.

4.3 All BOAT INTERNATIONAL MEDIA LTD rates or costs are exclusive of any applicable VAT. BOAT INTERNATIONAL MEDIA LTD will issue a VAT invoice to Client in relation to any supply that is subject to VAT. The amount of VAT payable by Client shall be calculated by multiplying the VAT exclusive sum payable for Services by the rate of VAT applicable at the time of the supply.

4.4 Without prejudice to any other remedy, BOAT INTERNATIONAL MEDIA LTD may charge interest on any overdue payments at 1.5% per month following the payment terms as specified on the invoice.

5. Conditions of Services

5.1 BOAT INTERNATIONAL MEDIA LTD may, in its absolute discretion, refuse to accept any Advertising Material and cancel or reschedule any Booking or refuse to provide any Services.

5.2 A Booking must not be resold or sub-licensed by Client or used other than for Advertising Material referred to in the applicable Confirmation Advice.

5.3 BOAT INTERNATIONAL MEDIA LTD makes no warranties in relation to proximity of Advertising Material in a Publication relative to Advertising Material relating to competing products or services.

5.4 Where, in connection with the provision of Services, BOAT INTERNATIONAL MEDIA LTD provides creative services to Client, Client acknowledges that BOAT INTERNATIONAL MEDIA LTD does so as agent for Client and that Client is solely responsible for the products of such creative services, including their compliance with applicable laws, regulations and codes of conduct.

6. Supply of Advertising Material

6.1 Client must lodge Advertising Material that complies with the Supply of Advertising Material requirements and specifications detailed on BOAT INTERNATIONAL MEDIA LTD's Website.

6.2 If Advertising Material is not lodged as required by BOAT INTERNATIONAL MEDIA LTD, BOAT INTERNATIONAL MEDIA LTD is entitled to payment for the Booking and may, at its discretion, use Advertising Material previously provided by Client. Once booked, unless cancelled as per the cancellation clause below, Client is still responsible for payment as booked even if no Advertising Material is lodged.

6.3 BOAT INTERNATIONAL MEDIA LTD reserves the right to place the word "advertisement", "promotion" or similar wording within or adjacent to any Advertising Material which, in BOAT INTERNATIONAL MEDIA LTD's opinion, resembles editorial material.

6.4 No responsibility is taken by BOAT INTERNATIONAL MEDIA LTD for any Advertising Material submitted. No advertising material will be returned to the Client and BOAT INTERNATIONAL MEDIA LTD does not warrant the storage of said materials and you hereby consent to its destruction.

6.5 Client must lodge Advertising Material before the deadlines advised by BOAT INTERNATIONAL MEDIA LTD. Failure to do so may result in a "no show" in the publication, however BOAT INTERNATIONAL MEDIA LTD is entitled to charge for the booking.

6.6 Cancellation of a booking will only be accepted in writing if received prior to 30 days before the advertising deadline, (The Cancellation Date), as specified on the website for each publication. Client must obtain PROOF OF CANCELLATION in the form of a registered / recorded postal delivery, and email receipt or a cancellation confirmation in writing from BOAT INTERNATIONAL MEDIA LTD. Failure to provide such evidence shall deem the cancellation null and void and payment for the advert shall be due.

7. Referrals and use of Personally Identifiable Information

7.1 Where the Client has booked Services to enable visitors to BOAT INTERNATIONAL MEDIA LTD sites and publications to 'make an enquiry' directly to Client as a result of any Advertising Material, then such information is personally identifiable information of that user ("PII") and can only be used strictly in accordance with BOAT INTERNATIONAL MEDIA LIMITED's Privacy Policy and Cookie Policy. All information including all personal information provided by BOAT INTERNATIONAL MEDIA LIMITED to the Client is solely for the purposes of responding to such enquiry and not for any other purpose. The Client must strictly adhere to the principles set out in the Data Protection Act when managing such PII. The Client must not use such PII for any other purposes other than responding to such enquiry. Should the Client wish to use the PII for any other purpose including its own marketing purposes or the marketing purposes of any third party, then the Client

must seek the prior consent of the owner of the PII.

8. Warranties

8.1 Client warrants and represents to BOAT INTERNATIONAL MEDIA LTD that Advertising Material lodged with BOAT INTERNATIONAL MEDIA LTD (whether or not BOAT INTERNATIONAL MEDIA LTD provided creative services in relation to that Advertising Material):

(a) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the Advertising Material and determined by any relevant regulatory agency or industry self-regulatory body;

(b) complies with any standard, guideline or requirement specified by BOAT INTERNATIONAL MEDIA LTD and notified to Client from time to time;

(c) does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person;

(d) is not false or misleading and is true in substance and in fact;

(e) Does not knowingly infringe any laws or human rights.

(f) does not contain anything which may give rise to any cause of action by a third party against BOAT INTERNATIONAL MEDIA LTD, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

8.2 Client warrants to BOAT INTERNATIONAL MEDIA LTD that Client is acting in its own right, as principal, and not as agent for, or otherwise on behalf of, any other party in relation to Client's dealings with BOAT INTERNATIONAL MEDIA LTD.

8.3 In the event that the Client is an Agency, booking on behalf of another entity, the Client must make BOAT INTERNATIONAL MEDIA LTD aware of this fact in writing and provide evidence of its authority to act on behalf of the entity. In this instance the client warrants that they are liable for the debt arising from this contract unless otherwise specifically stated in writing and accepted in writing by BOAT INTERNATIONAL MEDIA LTD.

8.4 The Client undertakes to comply at all times with (i) BOAT INTERNATIONAL MEDIA LTD's Privacy Policy, (ii) these Terms and Conditions and (iii) the terms of the Data Protection Act 1998.

9. Indemnity

Client indemnifies BOAT INTERNATIONAL MEDIA LTD, its officers, employees, agents and affiliates (and their employees and agents) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by BOAT INTERNATIONAL MEDIA LTD, its officers, employees, agents and affiliates (and their employees and agents) as a result of any breach by Client of these terms (including the warranties in clause 7) or otherwise (including in connection with recovering any amounts owed to BOAT INTERNATIONAL MEDIA LTD by Client) arising from publication of Advertising Material or cancellation of or failure to publish any Advertising Material or otherwise in connection with such advertising.

10. Liability

10.1 BOAT INTERNATIONAL MEDIA LTD (and its officers, employees, agents and affiliates) is not liable under these terms or otherwise in law for any indirect, special, economic or consequential loss or damage suffered or incurred by Client (or any other person) or loss of revenue, profit, goodwill, data or opportunity or loss of anticipated saving whether caused by negligence or otherwise and whether or not BOAT INTERNATIONAL MEDIA LTD was aware or should have been aware of the possibility of such damage.

10.2 To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of BOAT INTERNATIONAL MEDIA LTD for any breach of a term or condition whether implied by law or otherwise is limited, at BOAT INTERNATIONAL MEDIA LTD's option, to the supply of the Service (or part thereof) again or the payment for the cost of having the Service (or part thereof) supplied again.

10.3 BOAT INTERNATIONAL MEDIA LTD is not liable for any delay or failure to perform the Services which is due to any act of God, revolution, unlawful act against public order or authority, breakdown of plant, industrial dispute, government or legal restraint or any event not within the reasonable control of BOAT INTERNATIONAL MEDIA LTD.

11. Credit Accounts

11.1 BOAT INTERNATIONAL MEDIA LTD may, at any time and in its absolute discretion, cancel, alter or suspend any credit terms (if applicable) when, in BOAT INTERNATIONAL MEDIA LTD's opinion, the financial condition of Client or the status of Client's account requires it and Client agrees to pay on demand all sums owing in connection with any credit facility in the event the credit facility is suspended or cancelled.

11.2 If BOAT INTERNATIONAL MEDIA LTD grants any credit facility to Client, Client agrees that a demand purporting to be signed on behalf of BOAT INTERNATIONAL MEDIA LTD identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.

11.3 Client agrees that:

(a) each Booking it makes shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and

(b) when any Booking is made, Client shall inform BOAT INTERNATIONAL MEDIA LTD of any facts which might reasonably affect any decision to accept the Booking and/or grant credit. Any failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of BOAT INTERNATIONAL MEDIA LTD and to be unconscionable, misleading and deceptive.

(c) that the person signing the booking on behalf of Client is authorised to incur such cost on behalf of the Client company.

12. General

12.1 These terms and any agreement between Client and BOAT INTERNATIONAL MEDIA LTD are governed by the laws of England and Wales and each party submits to the jurisdiction of courts exercising that jurisdiction.

12.2 These terms are binding on BOAT INTERNATIONAL MEDIA LTD and Client and their respective successors.

12.3 The invalidity or unenforceability of any provision of these terms does not affect the validity or enforceability of the remaining provisions.

12.4 BOAT INTERNATIONAL MEDIA LTD reserve the right to refuse to display advertising or allow access to its events if the client concerned has any outstanding debts owing to BOAT

Boat International Publications Schedule

BOAT INTERNATIONAL	Issue No.	Month	Cancellation Date	Advertising Deadlines	On Sale
Boat International	452	Feb 2024	10 Nov 2023	11 Dec 2023	11 Jan 2024
Boat International	453	Mar 2024	17 Dec 2023	18 Jan 2024	08 Feb 2024
Boat International	454	Apr 2024	21 Jan 2024	22 Feb 2024	07 Mar 2024
Boat International	455	May 2024	19 Feb 2024	20 Mar 2024	11 Apr 2024
Boat International	456	Jun 2024	15 Mar 2024	18 Apr 2024	09 May 2024
Boat International	457	Jul 2024	22 Apr 2024	23 May 2024	13 Jun 2024
Boat International	458	Aug 2024	20 May 2024	20 Jun 2024	11 Jul 2024
Boat International	459	Sep 2024	14 Jun 2024	16 Jul 2024	08 Aug 2024
Boat International	460	Oct 2024	19 Jul 2024	21 Aug 2024	12 Sep 2024
Boat International	461	Nov 2024	19 Aug 2024	19 Sep 2024	10 Oct 2024
Boat International	462	Dec 2024	23 Sep 2024	24 Oct 2024	14 Nov 2024
Boat International	463	Jan 2025	21 Oct 2024	21 Nov 2024	12 Dec 2024

BOAT INTERNATIONAL US EDITION	Issue No.	Month	Cancellation Date	Advertising Deadlines	On Sale
Boat International US Edition	81	Feb 2024	15 Nov 2023	15 Dec 2023	30 Jan 2024
Boat International US Edition	82	Mar 2024	22 Dec 2023	26 Jan 2024	27 Feb 2024
Boat International US Edition	83	Apr 2024	23 Jan 2024	23 Feb 2024	26 Mar 2024
Boat International US Edition	84	May 2024	28 Feb 2024	29 Mar 2024	30 Apr 2024
Boat International US Edition	85	Jun 2024	25 Mar 2024	25 Apr 2024	28 May 2024
Boat International US Edition	86	Jul 2024	23 Apr 2024	24 May 2024	25 Jun 2024
Boat International US Edition	87	Aug 2024	21 May 2024	21 Jun 2024	23 Jul 2024
Boat International US Edition	88	Sep 2024	25 Jun 2024	26 Jul 2024	27 Aug 2024
Boat International US Edition	89	Oct 2024	23 Jul 2024	23 Aug 2024	24 Sep 2024
Boat International US Edition	90	Nov 2024	20 Aug 2024	20 Sep 2024	22 Oct 2024
Boat International US Edition	91	Dec 2024	24 Sep 2024	25 Oct 2024	26 Nov 2024
Boat International US Edition	92	Jan 2025	22 Oct 2024	22 Nov 2024	31 Dec 2024

Publication	Issue No.	Month	Cancellation Date	Advertising Deadlines	On Sale
Dockwalk	2	Feb 2024	01 Dec 2023	03 Jan 2024	19 Jan 2024
Dockwalk	3	Mar 2024	22 Dec 2023	31 Jan 2024	16 Feb 2024
Dockwalk	4	Apr 2024	26 Jan 2024	28 Feb 2024	15 Mar 2024
Dockwalk	5	May 2024	01 Mar 2024	03 Apr 2024	19 Apr 2024
Dockwalk	6	Jun 2024	29 Mar 2024	01 May 2024	17 May 2024
Dockwalk	7	Jul 2024	01 May 2024	05 Jun 2024	21 Jun 2024
Dockwalk	8	Aug 2024	31 May 2024	03 Jul 2024	19 Jul 2024
Dockwalk	9	Sep 2024	28 Jun 2024	31 Jul 2024	16 Aug 2024
Dockwalk	10	Oct 2024	26 Jul 2024	28 Aug 2024	13 Sep 2024
Dockwalk	11	Nov 2024	27 Aug 2024	02 Oct 2024	18 Oct 2024
Dockwalk	12	Dec 2024	27 Sep 2024	30 Oct 2024	15 Nov 2024
Dockwalk	1	Jan 2025	25 Oct 2024	27 Nov 2024	13 Dec 2024

Publication	Issue No.	Month	Cancellation Date	Advertising Deadlines	Published
IBI	389	Feb/Mar 2024	05 Jan 2024	07 Feb 2024	16 Feb 2024
IBI	390	Apr/May 2024	15 Mar 2024	17 Apr 2024	26 Apr 2024
IBI	391	Jun/Jul 2024	03 May 2024	05 Jun 2024	14 Jun 2024
IBI	392	Aug/Sep 2024	05 Jul 2024	07 Aug 2024	16 Aug 2024
IBI	393	Oct/Nov 2024	06 Sep 2024	09 Oct 2024	18 Oct 2024
IBI	394	Dec 24 /Jan 25	01 Nov 2024	04 Dec 2024	13 Dec 2024

Publication	Month	Cancellation Date	Advertising Deadlines
Boatinternational.com	Jan 2024	01 Nov 2023	01 Dec 2023
Boatinternational.com	Feb 2024	01 Dec 2023	01 Jan 2024
Boatinternational.com	Mar 2024	22 Dec 2023	01 Feb 2024
Boatinternational.com	Apr 2024	01 Feb 2024	01 Mar 2024
Boatinternational.com	May 2024	01 Mar 2024	01 Apr 2024
Boatinternational.com	Jun 2024	01 Apr 2024	01 May 2024
Boatinternational.com	Jul 2024	30 Apr 2024	31 May 2024
Boatinternational.com	Aug 2024	31 May 2024	01 Jul 2024
Boatinternational.com	Sep 2024	01 Jul 2024	01 Aug 2024
Boatinternational.com	Oct 2024	30 Jul 2024	30 Aug 2024
Boatinternational.com	Nov 2024	30 Aug 2024	01 Oct 2024
Boatinternational.com	Dec 2024	01 Oct 2024	01 Nov 2024
Boatinternational.com	Jan 2025	29 Oct 2024	29 Nov 2024

Publication	Month	Cancellation Date	Advertising Deadlines
Dockwalk.com	Jan 2024	01 Nov 2023	01 Dec 2023
Dockwalk.com	Feb 2024	01 Dec 2023	01 Jan 2024
Dockwalk.com	Mar 2024	22 Dec 2023	01 Feb 2024
Dockwalk.com	Apr 2024	01 Feb 2024	01 Mar 2024
Dockwalk.com	May 2024	01 Mar 2024	01 Apr 2024
Dockwalk.com	Jun 2024	01 Apr 2024	01 May 2024
Dockwalk.com	Jul 2024	30 Apr 2024	31 May 2024
Dockwalk.com	Aug 2024	31 May 2024	01 Jul 2024
Dockwalk.com	Sep 2024	01 Jul 2024	01 Aug 2024
Dockwalk.com	Oct 2024	30 Jul 2024	30 Aug 2024
Dockwalk.com	Nov 2024	30 Aug 2024	01 Oct 2024
Dockwalk.com	Dec 2024	01 Oct 2024	01 Nov 2024
Dockwalk.com	Jan 2025	29 Oct 2024	29 Nov 2024

Publication	Month	Cancellation Date	Advertising Deadlines
Ibinews.com	Jan 2024	01 Nov 2023	01 Dec 2023
Ibinews.com	Feb 2024	01 Dec 2023	01 Jan 2024
Ibinews.com	Mar 2024	22 Dec 2023	01 Feb 2024
Ibinews.com	Apr 2024	01 Feb 2024	01 Mar 2024
Ibinews.com	May 2024	01 Mar 2024	01 Apr 2024
Ibinews.com	Jun 2024	01 Apr 2024	01 May 2024
Ibinews.com	Jul 2024	30 Apr 2024	31 May 2024
Ibinews.com	Aug 2024	31 May 2024	01 Jul 2024

Ibinews.com	Sep 2024	01 Jul 2024	01 Aug 2024
Ibinews.com	Oct 2024	30 Jul 2024	30 Aug 2024
Ibinews.com	Nov 2024	30 Aug 2024	01 Oct 2024
Ibinews.com	Dec 2024	01 Oct 2024	01 Nov 2024
Ibinews.com	Jan 2025	29 Oct 2024	29 Nov 2024

Publication	Issue No.	Cancellation Date	Advertising Deadlines	On Sale
Interiors 2024	Vol 7	31 Jan 2024	6 Mar 2024	16 Apr 2024
The Superyachts	Vol 38	1 Sep 2024	8 Oct 2024	3 Dec 2024

Yachts for Sale and Yachts for Charter listings on Boatinternational.com

Data protection requirements under the General Data Protection Regulation
New European data protection legislation called the General Data Protection Regulation ("GDPR") came into force on 25 May 2018. The GDPR requires companies to make certain changes to their policies and procedures governing how they process personal data. Organisations that are non-compliant with the GDPR could face fines of up to the greater of €20 million or 4% of total annual worldwide turnover.

We understand that you (the "Broker") perform commercial activities with B.I.M which involve data sharing with Boat International Media. GDPR imposes specific obligations on controllers.

In the event that Terms are not signed and returned, you will be deemed to have agreed and accepted the Terms if you continue to provide services and exchange data with Boat International Media post 25 May 2018.

1. Data Protection

1.1. *Definitions:* In this Clause, the following terms shall have the following meanings:

(a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in EU Data Protection Law; and

(b) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law.

(c) "**EU Data Protection Law**" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "**Directive**"); (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under or pursuant to (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

(d) "**Permitted Purpose**": refers to contacting individuals via the data provided for the means in which they have submitted their enquiry only, answering any questions they may have relating to the purchase of charter of a yacht. The individual cannot be contact for additional or future purposes or added to any mailing or marketing lists, unless they subscribe or have subscribed separately.

1.2. *Disclosure of data:* Boat International Media will disclose the following categories of personal data: Customer name, customer email, customer enquiry/message, yacht in question,

(the "**Data**") to Broker to process strictly for the purposes described in this letter agreement (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**").

1.3. *Relationship of the parties*: The parties acknowledge that Boat International Media is a controller of the Data it discloses to Broker, and that Broker will process the Data as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers.

1.4. *Compliance with law*: Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. In particular (and without limitation):

- (a) Boat International Media shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the Data to Broker to process for the Permitted Purpose; and
- (b) Broker shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of its processing of Data it receives from Boat International Media.

1.5. *Security*: Broker shall implement technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident").

1.6. *Subcontracting*: Broker may, at its election, appoint third party processors to process Data for the Permitted Purpose, provided that such processors: (a) agree in writing to process Data in accordance with Broker's documented instructions; (b) implement appropriate technical and organisational security measures to protect the Data against a Security Incident; and (c) otherwise provide sufficient guarantees that they will process the Data in a manner that will meet the requirements of Applicable Data Protection Law.

1.7. *Cooperation*: In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Data by Boat International Media to Broker for the Permitted Purpose; or (b) processing of Data by the other Party, it shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.

1.8. *International transfers*: Broker shall not process any Data (nor permit any Data to be processed) in a territory outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

1.9. *Survival*: Upon termination or expiry of this letter agreement, Broker may continue to process the Data provided that such processing complies with the requirements of this Clause and Applicable Data Protection Law.