

Terms and Conditions of Supply

The Book Service Limited (trading as TBS, Grantham Book Services and/or GBS)

1 INTRODUCTION

1.1 These terms and conditions apply to all contracts between Publishers and the Customer in respect of the supply of Publications and all supplies of Publications to Customers made by the Company on and after 1 April 2021 until further notice. They supersede any other terms and conditions and orders for Publications are accepted only on this basis.

1.2 The Company reserves the right to update these terms and conditions from time to time. No other variation or amendment of these terms and conditions or oral promise or other commitment related to them will be valid unless in writing bearing the original signature of a director of each of the Company and the Customer.

1.3 The Company acts as agent on behalf of the Publisher for the purpose set out in this terms and conditions.

2 DEFINITIONS AND INTERPRETATION

2.1 In these terms and conditions the following words have the following meanings:

Carrier the deliverer of Publications to the Customer;

Company The Book Service Limited (part of The Random House Group Limited);

Confidential Information information of a kind referred to in clause 10.1 subject to clause 10.3;

Controlling Interest the ownership or effective management control, whether directly or through another company or person, of fifty per cent. (50%) or more of the voting rights in a company;

Customer any person placing an order with the Company or a Publisher for Publications;

DAP Delivered at Place as defined by the International Chamber of Commerce (ICC) Incoterms 2020;

Embargo an agreement in writing between the Customer and the Publisher that the Customer will not sell or otherwise deal with specified Publications before a specified date;

FCA Free Carrier (arrival at nominated freight forwarder's UK depot) as defined by the International Chamber of Commerce (ICC) Incoterms 2020;

Force Majeure any of the following:

- act of God;

- war, insurrection, riot, civil disturbance, act of or act seeking to protect against terrorism;

- fire, explosion, flood;

- theft, malicious damage, strike, lock-out, third party injunction;

- national defence requirements, act or regulations of national or local governments;

- inability to obtain essential fuel, power, raw materials, labour, containers or transportation, accident, malfunction of machinery, apparatus, denial of export or import licences;

- total or partial failure of any conveyor or mechanical system or any electronic, IT or other system directly affecting the Company's ability to fulfil obligations under these terms and conditions; and/or
- any other cause beyond the reasonable control of the Company;

Industry Returns Initiative The Book Industry Code of Practice on Returns (Returns: the New Process, Publishers Association / Booksellers Association Book Industry Supply Chain Steering Committee; BIC 2000, as

revised from time to time) available at www.bic.org.uk;

Insolvency Event any of the following:

(a) a resolution is passed or a court of competent jurisdiction makes an order for the dissolution, liquidation or administration (whether out of court or otherwise) of a party (or any Parent Company of that party) (otherwise than in the course of a good faith solvent reorganisation or restructuring) or steps are taken in relation to the same;

(b) any person takes any step (in each case whether out of court or otherwise), which is not withdrawn or discharged within thirty (30) days, to appoint a liquidator, manager, receiver, administrator, administrative receiver or other similar officer in respect of any assets of the party;

(c) that party (or, if relevant, any Parent Company of it) convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors;

(d) a party is unable to pay its debts as and when they fall due;

(e) a party is dissolved or struck off the register of companies;

and/or

(f) any event equivalent to the above occurs under the law of any other jurisdiction;

Order an order received by the Company;

Parent Company any company which holds a Controlling Interest in a party;

Publication Value the recommended retail price of the format of a Publication;

Publications books in all formats, including but not limited to hard cover, jacketed, laminated, board, softcover, paperback or unbound sheets published or distributed by the Publisher and point of sale material and such other products in any Publisher's range that the Company has agreed to distribute on the Publisher's behalf;

Publisher a publisher of Publications who authorises the Company to distribute Publications published by it;

Rejections Publications rejected by the Customer in accordance with clause 6.3;
Returns Publications that the Publisher or the Company acting as its agent authorises the Customer to return or to make available for collection in accordance with clause 6;
these Clauses these terms and conditions of supply and reference to a clause by number is a reference to the clause so numbered in these terms and conditions;
UK and Ireland England, Wales, Scotland, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland;
VAT Value Added Tax as defined in the Value Added Tax Act 1994 or its equivalent in any jurisdiction.

2.2 The singular includes the plural and vice versa, words implying one gender include all other genders and person means any natural person and any firm partnership joint venture or company.

2.3 All references to a statutory provision include references to:

2.3.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;

2.3.2 all statutory instruments or orders made pursuant to it; and

2.3.3 any statutory provision of which that statutory provision is a re-enactment or modification.

2.4 References to 'writing' include email or other electronic transmission in normal readable form.

2.5 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

3 BASIS OF CONTRACT

3.1 General literature, advertisements, announcements and the seeking of orders from Customers for Publications are invitations to treat and are not offers of any description.

3.2 The Company is the agent of the Publisher for the purposes of agreeing or refusing credit facilities for Customers, receiving, accepting or rejecting Orders for Publications, arranging delivery and return of Publications, collecting payment for Publications, and allowing applicable credits.

3.3 The placing by a Customer of an Order for Publications is its offer to purchase them in accordance with these clauses. Orders may be placed by telephone, facsimile, email, order form, or electronic transmission, including via a website, to the Company or any of its authorised agents.

3.4 The Carrier is the agent of the Company unless clause 8 applies.

3.5 The contract created by the offer and acceptance is a contract for the purchase by the Customer of Publications from the Publisher, for the delivery of those Publications to the Customer and for the payment by the Customer to the Company of the price for them, all on and subject to these clauses.

3.6 The Customer's offer is accepted when and to the extent that Publications corresponding in description to the Customer's Order are picked and packed by or on behalf of the Company ready for delivery. Each Order for Publications of a single description is a separate offer and the Company may accept or reject all or some of a group of such Orders sent at the same time.

3.7 The Company may refuse the Customer's offer on any grounds, at its discretion, including but not limited to the following, if:

3.7.1 the Customer is in breach of any of these provisions or of any other contract between it and the Company or any Publisher;

3.7.2 the Company believes the Customer is or is likely to become subject to an Insolvency Event;

3.7.3 the Publications are no longer either in production or available for sale;

3.7.4 the Customer has a history of making frequent Returns on the grounds that it cannot sell Publications; or

3.7.5 the Order falls below any minimum order volume or value limits from time to time applied by the Company or the Publisher as a matter of commercial policy.

3.8 The Company may delay delivery to the Customer of the Publications in question until on or after a date specified by the Publisher. The Company will give the Customer notice of such circumstances as soon as

practicable.

3.9 The Company will use its reasonable commercial endeavours to deliver Publications within the time specified in any promotion and otherwise within thirty (30) days after the date of the Customer's Order. Any dates quoted by the Company for the delivery of Publications are, however, approximate only and the Company is not liable to the Customer for failure to deliver in full or on the expected date.

3.10 If the Company cannot deliver ordered Publications immediately or at all by reason of insufficient quantities being available to it, it may accept the Customer's Order to the extent of quantities available to it for delivery, in which event the Customer will accept delivery of the Publications delivered.

3.11 The Company may in its discretion deliver Publications by instalments in any sequence. If the Company exercises this right no default or failure on its behalf in respect of any one or more instalments will affect the remainder of the Order.

3.12 The Customer agrees with the Company that it:

3.12.1 will not sell, provide or display for purchase, lend or otherwise make available or dispose of Publications that are subject to an Embargo before the date specified in that Embargo, and then only in their published covers;

3.12.2 will not vary in any way, including but not limited to amending, deleting or adding to, the contents of the Publications and their point of sale packaging; and

3.12.3 will observe all intellectual property or moral rights asserted in connection with Publications;

3.12.4 will immediately isolate, cease to sell, provide or display for purchase, lend or otherwise make available or dispose of Publications that Company informs Customer contain latent defects;

3.12.5 where Publications are delivered to the Customer on pallets, the pallets will remain the property of the Company and will be made available to the Company by the Customer for collection during a subsequent delivery.

3.13 The Customer shall indemnify Company 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 and other reasonable professional costs and expenses) suffered or incurred by the Company as a result of any breach of clause 3.12.

3.14 It is a condition that the Customer may sell Publications which are new titles only on or after the advised publication date as indicated on the invoice and/or as directly communicated to the Customer by the Publisher's representatives.

3.15 The Customer may only sell Publications in the territory or territories for which the Publishers hold rights in the Publications, as advised to the Customer via data feeds or other documentation. If Publisher informs the Customer of particular exclusive territorial rights in Publications, then the Customer will observe this exclusivity for such territories.

3.16 The Company is not at any time under any obligation to grant or maintain credit facilities for the benefit of the Customer.

3.17 If the Customer or its (direct or indirect) parent company becomes subject to sanctions imposed by the government of any country, Customer shall promptly advise the Company of this fact. Any failure to do so shall constitute a material breach of contract.

4 PRICE AND PAYMENT

4.1 The price the Customer will pay the Company for Publications is (unless agreed to the contrary in writing) the RRP of that Publication less any agreed discount:

4.1.1 plus any applicable small order surcharge for Orders fulfilled by the Company but which are below its published minimum order volume or value;

4.1.2 plus the cost of complying with any specific delivery requirement of the Customer; and

4.1.3 plus VAT (where applicable)

4.2 An invoice setting out the price payable for Publications ordered will either (i) accompany the Publications on despatch with, if applicable, a credit note in respect of Publications ordered but not then despatched or, (ii)

be sent electronically or posted to the Customer thereafter.

4.3 All invoices for Publications are payable in full without deduction, set-off or counterclaim in accordance with the separate credit terms agreed between the parties in writing. All invoices must be paid no later than the last business day in the calendar month following the month that the invoice is dated, unless special credit terms have been previously agreed in writing by the Company.

4.4 If the Customer disputes the amount of an invoice it must raise the dispute in writing to be received by the Company no later than fourteen (14) days after the date of the Company's invoice.

4.5 If the Customer does not make a payment on the due date all indebtedness of the Customer to the Company, whether then due for payment or not (but for this clause) will immediately become due and payable. Without prejudice to the other rights and remedies of the Company, if the Customer fails to pay when due any amount payable by it under these terms the liability of the Customer will be increased to include interest on the overdue amount from the due date until the date of actual payment at the rate of four per cent. (4%) per annum above the base rate from time to time of the Bank of England.

4.6 The Company reserves the right to introduce a standard charge applicable to all its customers in respect of use of certain debit and/ or credit cards used to pay amounts owing in relation to trade accounts, subject to notification by the Company of the introduction of such charge being provided.

4.7 The amount of any credit note issued to the Customer is due for settlement or credit on the date by which the Customer would be obliged to pay an invoice bearing the same date.

4.8 All payments in respect of Publications supplied by the Company will be made to and in favour of The Book Service Limited, regardless of whether or not invoices are headed either 'The Book Service Limited' or 'Grantham Book Services'.

4.9 The obligation of the Customer to pay the Company is not to be affected or limited by;

4.9.1 any Insolvency Event in relation to any Publisher; or

4.9.2 the fact that title to the Publications has not passed to the Customer.

5 DELIVERY, TITLE AND RISK

5.1 Publications will be delivered to the Customer at the address specified by the Customer at the time of placing the Order. If no address is specified the Publications will be delivered to the address specified in the Customer's application for credit facilities. Delivery is deemed to take place at the time the Publications arrive at such address or, if clause 8 applies, at the premises of the Customer's nominated freight forwarders in UK.

5.2 If the Customer fails to accept Publications when tendered for delivery or to provide unloading facilities the Company may on giving written notice to the Customer store or arrange for the storage of the Publications. On the service of the notice risk in the Publications will pass to the Customer, delivery of the Publications is deemed to have been effected and the Customer will pay to the Company all its costs and expenses including storage and insurance charges arising from its failure.

5.3 Title to Publications remains with the Publisher until all amounts for any Publications delivered by the Company to the Customer are paid in full.

5.4 Until title passes to the Customer under clause 5.3 the Customer holds the Publications as bailee for the Company and their Publisher and the Customer will:

5.4.1 keep the Publications in its possession and control, intact, in their original packaging and in good condition and in accordance with clause 6;

5.4.2 not dispose of, charge or encumber the Publications or any of them, except that the Company licenses the Customer to sell the Publications on an arm's length basis for financial consideration in the ordinary course of the Customer's business, but so that such licence a) is terminated automatically if and when the Customer suffers an Insolvency Event or b) may be terminated by the Company or the Publisher by written notice at any other time before delivery of Publications to a third party by way of arm's length sale in the ordinary course of the Customer's business; and

5.4.3 obtain the agreement of any of its creditors having security over its assets to the exclusion of Publications from the scope of such security.

5.5 The retention of title by the Company in any Publications pursuant to this clause shall not affect the right to maintain an action for the price of such Publications. Termination of any agreement for the supply and sale

of the Publications shall not affect our rights under these terms and conditions.

5.6 All Publications are at the risk of the Customer from the time of delivery and thereafter, until such time as title passes to the Customer under clause 5.3, Customer shall keep the Publications insured against all risks for their full replacement value. If the Customer has agreed to collect Publications from the Company, those Publications are at the Customer's risk from the moment Company notifies Customer that the Publications are available for collection.

5.6 The Customer grants a licence both to the Company and the Publisher to enter onto the Customer's premises (or on to any other premises within the Customer's control where the Publications are kept) for the purpose of retrieving the Publications at any time up until Company has been paid in full for any and all Publications that have been delivered to Customer.

5.7 If and when an Insolvency Event occurs (or Customer has reason to believe an Insolvency Event is likely to occur), and where the Company has not been paid in full for any and all Publications delivered to the Customer, the Customer agrees to:

5.7.1 immediately notify Company of the same;

5.7.2 keep the Publications separate from all other goods in the Customer's possession; and

5.7.3 ensure that the Publications are made ready for collection **and provide all reasonable assistance to the Company and/or the Publisher in returning unsold Publications to the Company upon request.**

6 REJECTIONS AND RETURNS

6.1 The Company makes no warranty or representation to the Customer that Publications will sell either in the quantities ordered by the Customer or at all.

6.2 The Customer has the right to accept or reject Publications in accordance with this clause and has no other legal right or remedy by virtue of any defect in them.

6.3 The Customer's right to reject exists only in the case of and to the extent of:

6.3.1 quantities delivered in excess of those ordered; and

6.3.2 Publications which are physically defective on delivery to such an extent that they could not reasonably be sold other than at a discount below the Customer's anticipated price or at all.

6.4 If the Customer seeks to make Rejections it must give notice of that fact to the Company in writing, to be received by the Company no later than fourteen (14) days after delivery of the Publications. The notice must include the original Order and invoice numbers, specify the Publications to which the notice relates by title and number of copies affected and contain a detailed description of why the Customer considers that it is entitled to reject the Publications.

6.5 The Company will reply to the Customer's notice of Rejections served under clause 4.5 in writing no later than twenty-eight (28) days after it receives the Customer's notice. The reply will state whether the validity of the Customer's notice is accepted or, if not, the grounds upon which it is rejected, and either that the Company requires the Rejections to be returned by a specified means or to be made available for collection by or on behalf of the Company on a specified date.

6.6 Subject to the terms of this clause 6, old editions or out of print editions may be returned within 3 months of the publication of a new edition or the title going out of print provided such returns are made within 15 months of original supply and are in a resalable condition.

6.7 If the Publisher or the Company acting as its agent agrees other Publications may be returned, the Returns must be in a resalable condition and accompanied by a copy of the written authorisation specifying the Publications to be returned which matches the Publications exactly. The Company reserves the right to refuse Returns if the Customer is or becomes subject to an Insolvency Event before the Publications are returned.

6.8 Returns and/or Rejections are at the risk of the Customer until received by the Company or, if they are to be collected by the Company the day after which the Company has specified the Returns and/or Rejections will be collected. Returns are at the expense of the Customer, unless rejected under clause 6.5.

6.9 If Publications are returned or rejected otherwise than in strict conformity with these clauses the Company

is entitled at its discretion either to dispose of them or return them to the Customer (in each case at the cost and risk of the Customer) without credit. For the avoidance of doubt, the application of this clause shall include for any returns, made by Customer in error, of publications by publishers who do not authorise Company to provide them with the distribution services contemplated here.

6.10 Subject to full receipt by the Company of the Returns in a resalable condition or Rejections and valid authorisation, the Company will issue a credit note to the Customer within twenty-eight (28) days after the date of such receipt. The credit note will reflect the title and quantity of the Publications authorised to be returned or, if less, the Publications actually received by the Company and the invoiced net price of the Publications. In respect of Returns, the method of calculation of the credit will depend on the reason for and method of return, and will reflect publication price, discount and transaction details and any current and applicable contract between the Customer and Publisher held in the Company's electronic records. The price of the Publications credited will be either:

6.10.1 for Rejections; the actual invoice price of the Publications;

6.10.2 for Returns either covered by the Industry Returns Initiative or where the Publisher and Customer have otherwise agreed; the Average Weighted Price (as defined within the Industry Returns Initiative);

6.10.3 for Returns not covered by the Industry Returns Initiative for which there is a current and applicable contract between the Publisher and the Customer held in the Company's electronic records, the contract price specified for credits in respect of Returns (if applicable); and

6.10.4 for all other Returns, the Publication Value less the standard discount for that title to that Customer according to the Company's current computer records, or such other price calculated as may have been notified in writing by the Company to the Customer before the Customer's Order.

6.11 . If a Publisher has agreed local pulping for any Rejections and/or Returns with the Customer, and the specific Rejections and/or Returns have been authorised by the Publisher, the Customer may pulp any such Rejections and/or Returns instead of following the procedure for Rejections and Returns set out above. TBS will provide the credits set out in clause 6.10 once it has received the certificate of destruction, and confirmation from the Publisher that the specific Rejections/Returns were authorised for pulping.

6.12 If Company notifies Customer that it wishes to recall Publications for any reason, Customer shall comply with such a request immediately. If this happens Customer shall be entitled to return all unsold stock of that publication for credit (including the expenses of shipping) and Company shall have no further liability towards Customer.

7 LIABILITY

7.1 None of the provisions of this clause 7 exclude any legal liability of the Company or the Publisher for death or personal injury of any person caused by the negligence of that party or its employees, for fraud or fraudulent misrepresentation or for any other liability to the extent of any limitation or exclusion prohibited by law.

7.2 Without prejudice to any separate liability of the Publisher at law the Company is not liable to the Customer or any purchaser of Publications from the Customer in respect of any loss or damage arising as a result of:

7.2.1 any breach of any applicable criminal or civil law, third party intellectual property or moral rights or breach of any other third party legal rights by or in the Publications or their publication;

7.2.2 any defect in the Publications, except and to the extent of credits for Rejections;

7.2.3 Publications (other than as referred to in clause 6.3) not being reasonably fit for any express or implied purpose; or

7.2.4 any contamination or corruption of computer hardware or software or data occurring as a result of operation of the Publications or any of them, or as a result of any electronic data communication by or to the Customer.

7.3 The Company will have no liability for any penalty, injury, damage, expense or other loss of any kind (including any liability of the Customer on or loss of profit from subsequent sale of the Publications) arising from any delay or failure on the part of the Company to deliver Publications by a particular date or at all. Any such delay or failure will not entitle the Customer to refuse to accept delivery or performance of or repudiate the contract for the Publications in question.

7.4 Subject to clause 7.1:

7.4.1 the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

7.4.2 the Company's total liability to the Customer for all other costs, losses and expenses arising under or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid and/or payable by the Customer for the Order to which such losses relate.

7.5 The Company is not liable for any breach or alleged breach of an Embargo. The Customer will indemnify the Company and the Publisher against all losses, liabilities and claims (including costs and interest on a full indemnity basis) incurred by or made or awarded against the Company arising from or in connection with any breach or alleged breach by the Customer (including its employees or agents) of an Embargo of any liability for early release of a Publication before the date specified in the Embargo.

8 CUSTOMERS OUTSIDE GREAT BRITAIN

8.1 In the case of all Publications to be delivered to an address outside the UK and the Republic of Ireland:

8.1.1 the Publications will be delivered on such export terms relating to price as were agreed at the time of the Order to the extent they are not inconsistent with these clauses, and so that if there is an inconsistency these clauses will prevail; and

8.1.2 the Company is in accordance with clause 5.1 obliged to deliver Publications FCA by Carrier only to the Customer's nominated freight forwarder's UK depot. The Customer will pay all charges from that point, and the Publications are thereafter at the risk of the Customer (and are otherwise subject to clause 5).

8.2 In the case of all Publications to be delivered to an address in Northern Ireland and/or the Republic of Ireland, the Publications will be delivered DDP, and the Customer will pay all charges from that point, and the Publications are thereafter at the risk of the Customer (and are otherwise subject to clause 5).

8.3 Except as set out in clause 8.2 above, the Customer will be responsible for and will indemnify and keep indemnified the Company in respect of any and all taxes, imposts and government impositions payable in respect of the Publications by virtue of their export from England and/or their import elsewhere.

8.4 The Customer undertakes that it will not, without Company's prior written consent, export or re-export any Publications (i) in the case of Publications shipped within the European Economic Area (EEA), outside those countries which are part of the EEA, or (ii) in the case of Publications shipped to a country outside the EEA, outside the country to which they were originally destined as noted on the Order to which they relate.

8.5 If the Customer does not comply with the condition set out in clause 8.3, Company shall be entitled to refuse to deliver to the Customer in future. Company may also invoice Customer for any additional amount that Company would have charged customers in the countries to which Customer has allowed the Publications to be exported/re-exported without Company's permission. All such invoices shall be paid no later than the last business day in the calendar month following the month that the invoice is dated, unless special credit terms have been previously agreed in writing by the Company.

8.6 The Publications have, where applicable, been safety tested in accordance with the relevant UK and EU legislation, for as long as the UK edition remains in print. It is Customer's responsibility to ensure that the Publications comply with any other local safety requirements before Customer sells them in any country.

9 FORCE MAJEURE

9.1 The Company will not be liable to the Customer for failure to perform any obligation under these terms and conditions to the extent of any failure caused by Force Majeure that could not have been reasonably anticipated and prevented by the Company.

9.2 If the Company becomes aware of any Force Majeure which will not be generally known to the Customer it will promptly notify the Customer in writing of the relevant facts and any likely delay or other effect and it will use its reasonable commercial endeavours to mitigate the effects of the Force Majeure.

10 CONFIDENTIALITY

10.1 Each of the Company and the Customer will at all times keep confidential all information of a private, confidential or otherwise unpublished nature relating to the other or the business of the other which the other discloses to it or which may otherwise come into its possession in the operation of these clauses and will not use or copy the information in any way for its own purposes or disclose it to any third party without the prior

written consent of the other party.

10.2 The parties will use Confidential Information solely for the purpose of the supply of Publications to the Customer or other actions pursuant to these clauses and for no other purpose.

10.3 Confidential Information for the purpose of this clause 10 does not include information that is or becomes public knowledge, except where it becomes so as a result of a breach of this clause by the party claiming that the information is not confidential or by anyone receiving such information from that party, or where disclosure of such information is required by law or regulatory authority.

11 DATA PROTECTION

11.1 The Customer and the Company agree and acknowledge that they each deal with Publications in the course of their businesses, that the Company needs to be able to assess and monitor the Customer's ability to remain solvent and to pay for, market and sell Publications supplied to it and to discharge its obligations generally to the Company, and that in order to assist the Company in carrying out such assessments and monitoring the Company needs to seek, acquire, collate, manipulate, process, delete and act upon data relating to the Customer.

11.2 The Company uses credit reference information to assess applications and help trace bad debt. The Company will be entitled to share adverse payment information with client Publishers and its lawyers for debt management and recovery purposes.

11.3 The Customer authorises the Company to:

11.3.1 apply to such persons as the Company considers appropriate for such data and at such times as the Company considers prudent concerning the Customer, its business, financial standing, trading history and its assets and liabilities;

11.3.2 receive, retain, record and duplicate all responses to each such application in such form format and medium as the Company considers prudent;

11.3.3 create data recording all the Customer's Orders for Publications, their value and volume, compliance or otherwise with applicable credit or payment terms and these clauses and all Returns;

11.3.4 collate, manipulate, sort, process and delete all such material in such manner as the Company considers prudent and to record all decisions made by it in relation to the Customer;

11.3.5 do each and every one of the foregoing in respect of each director of the Customer (being a company) and each partner in it (being a partnership) and each participant in it (being a joint venture or other unincorporated association); and

11.3.6 to relay or report such information in a manner it sees fit to any Publisher.

11.4 The Customer consents to any action undertaken by the Company in terms of clause 11.2 before these clauses come into force.

11.5 The Company agrees with the Customer that in the exercise of each and every one of the functions set out in this clause 11 it will take reasonable steps to protect and maintain the confidentiality of all such information obtained by it in relation to the Customer and that it will comply with the requirements of the Data Protection Act 2018 in respect of any personal data contained in the information.

11.6 The Company will upon request and on payment of such fee and at such intervals and in such format as may be prescribed by statute, supply the Customer with a copy of any and all personal data it holds relating exclusively to the Customer.

12 GOVERNING LAW

These clauses are governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

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