

THINK STANDARD ADVERTISING TERMS

These Think Standard Advertising Terms are to be used in conjunction with any Think Order Form (including any online booking portals) which links to them and which governs the acceptance, placement and delivery of advertising services between Think and Advertisers, and are not to be used for any other purpose.

Please ensure you have read and understood all clauses relevant to your order, including the following format specific terms:

- **Clause 9 (Display Advertising and Inserts)**
- **Clause 10 (Sponsorship and Exhibition Space)**
- **Clause 11 (Lead Generation)**
- **Clause 12 (Content Marketing)**
- **Clause 13 (Job Listings and Recruitment)**

Last updated on 29 May 2025.

1 AGREEMENT

- 1.1 This Agreement is entered into by and between **You, the Advertiser**, as specified on the Order Form, and **Think Publishing Limited** (registered co. 03817566) of 65 Riding House Street, London, W1W 7EH ("**Think**", "**We**", "**Us**")
- 1.2 You are the "**Advertiser**", "**Sponsor**", "**Exhibitor**" or "**Recruiter**" according to context, and these may refer either to a direct advertiser or an advertising agency acting on behalf of an advertiser. Advertising agencies will, unless the context requires otherwise, be treated as acting as principal.
- 1.3 Think acts as commercial partner and nominated sales representative of our client ("**End Client**") as specified in the Order Form. In respect of events sponsorship and exhibition space, the organiser of the event ("**Event Organiser**") may either be Think or the End Client.
- 1.4 This Agreement, and the rights and services granted under it, are subject to and conditional on the approval of the End Client. Think shall notify You if such approval is withheld or withdrawn for any reason, in which case this Agreement shall terminate immediately upon such notification.
- 1.5 The End Client is not a party to this Agreement but the End Client may enforce any provision in this Agreement which benefits the End Client to some extent. Your sole recourse under clause 6 shall be against Think directly.
- 1.6 The placing of an Order shall be subject to this Agreement, which consists of (in ascending order of precedence) these Terms of Acceptance, Think's Order Form, and any supplementary terms connected to the Order as may be communicated in writing by Think and agreed by you.
- 1.7 Any other conditions stipulated on the your order form, purchase order or elsewhere shall be of no effect in so far as they are in conflict with this Agreement. This Agreement supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.
- 1.8 The provisions of clauses 9 (Display Advertising and Inserts), 10 (Sponsorship and Exhibition Space), 11 (Lead Generation), 12 (Content Marketing), 13 (Job Listings and Recruitment) shall only apply to the extent that the Order includes Advertisements of each type.

2 ORDERS

- 2.1 "**Advertisement**" includes without limitation and as the case may require: print or digital display ads, any loose or other insert, SOLUS emails, job listings, content partnerships, materials used by You as part of any exhibition stand or event sponsorship, and any other bespoke forms of advertising as may be the subject of these terms. Any materials submitted by You to Think, which may include logos and trademarks owned or controlled by You, are together the "**Advertiser Material**".
- 2.2 "**Order Deadline**" or "**Copy Date**" means the latest date for receipt of an Advertisement and/or Advertiser Material by Think to enable it to publish the relevant Advertisement or accept the Order, as stated in the Order Form or otherwise communicated in writing by Think. Failure by Think to notify the Advertiser of the Order Deadline shall not invalidate any of the terms of this Agreement, and Think shall not be liable for any losses so arising.
- 2.3 Proposals issued by Think on an Order Form or otherwise in writing shall remain valid for 30 days or up to the Order Deadline if sooner, unless otherwise specified by Think, and subject to continued availability of the advertising inventory.

- 2.4 Subject to any prepayment requirements (as per clause 2.8), the terms of this Agreement will be deemed accepted by the Advertiser and become binding on both parties immediately upon the “**Effective Date**”, being the date upon which Think receives any one of the following:
- (a) an Order Form duly signed by the Advertiser;
 - (b) any other written acceptance from the Advertiser (which may take the form of an email);
 - (c) the Advertiser’s purchase order reference;
 - (d) payment in full by the Advertiser; or
 - (e) the Advertisement and Advertiser Material from the Advertiser.
- If at the point of receipt, Think is for any reason unable to fulfil the Order, Think shall promptly notify You and return any payment received in line with clause 3.2.
- 2.5 Print and digital display advertising will be invoiced by Think upon publication. Unless otherwise agreed by Think, all other advertising shall be invoiced in full following the Effective Date.
- 2.6 Unless Think agrees otherwise in writing, the price of any Advertisement (including any Advertisement being published as part of a series) will be the price (according to the publication’s rate card) prevailing at the date of the Proposal issued by Think.
- 2.7 Unless Think agrees otherwise in writing, payment is due immediately upon invoicing. Where Think allows credit, payment will be due in line with terms stated on the invoice. For events sponsorship and exhibition space, all amounts due must be paid prior to the Event Date. If You fail to pay the invoice by the invoice due date, Think reserves the right at its option to cancel the Order and any other outstanding Orders on written notice to You without Think having any liability to You.
- 2.8 Depending on the credit status of your account, we may require prepaid funds before your Order is confirmed.
- 2.9 Failure to pay accounts will make advertising agencies liable to the following reductions in any commission otherwise allowed to them:
- (a) 3% of the gross rate where the sum owing has not been paid on the due date;
 - (b) a further 2% on the gross rate (making a total of 5%) where the sum owing remains unpaid one month or more after the due date.
- 2.10 All payments should be made in pound sterling and made by bank transfer to the nominated bank details set out on the invoice, or by credit card upon request. For Orders placed directly on Think’s job sites or other online booking portals, payment by credit card may be stipulated.
- 2.11 All amounts within the Order are exclusive of VAT which is chargeable at the standard rate (where applicable).
- 2.12 Any bank charges are your responsibility and Think reserves the right to charge an additional £25 to cover bank transactional charges for customers based outside the UK, and a 3% fee on any credit or debit card payments over £1200.00.
- 2.13 For Advertisers based outside the UK, Advertisers are responsible for any local withholding taxes, sales taxes, bank charges or any other deductions arising out of the settlement of Think’s invoices, and the order value specified on the Order Form shall be considered exclusive of any such deductions, regardless of whether the Advertiser has informed Think that any such deductions will apply.
- 2.14 In the event of any late payment, Think will exercise our statutory rights to interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. Applicable interest will accrue on a daily basis from the earlier of the due date or 28 days from invoice date.
- 2.15 For certain Orders, invoices may be submitted to You by, in the name of, and payable directly to, our End Client. Think shall notify You at the time of our Proposal where this is the case. Any such invoices issued by our End Clients in line with an Order shall be payable by you in accordance with this Agreement.

3 CANCELLATION AND AMENDMENTS

- 3.1 Think reserves the right:-
- (a) to refuse or cancel any Advertisement without giving any reason or period of notice therefore;
 - (b) to make such corrections or alterations as it may consider necessary or desirable in an Advertisement (whether to conform it to the style and subject matter of the relevant publication or otherwise);
 - (c) to alter, cancel or postpone publication date(s).
- 3.2 In the event of a cancellation under clause 3.1(a), Think will return any money paid by the Advertiser in respect of any Advertisement which is not published and, in the case of an order for a series of Advertisements, the Advertiser will not be liable for the difference between the rate agreed for the entire series specified in the Order and the pro-rata rate for the number of Advertisements which had been published when the cancellation occurs. The Advertiser (which for this purpose shall mean both the advertising agency and its client(s)) shall have no further claim against Think in respect of cancellations under clause 3.1(a).

- 3.3 Only in respect of print and online display advertisements, the Advertiser may request a cancellation or transfer of the Order if such request is received by Think in writing not less than 2 months before Copy Date in the case of annual or quarterly publications; 28 calendar days before Copy Date in the case of monthly publications and online; or as otherwise specified in the publication's rate card or confirmed in writing by Think prior to the Order being made. No request for a cancellation or transfer shall be accepted unless confirmed in writing by Think, and where the Order includes content creation by Think, Think reserves the right to charge the Advertiser fees for any content work performed by Think up to the date the cancellation request is received by Think.
- 3.4 In the event of a cancellation under clause 3.3, including a part cancellation of an Order, the Advertiser relinquishes any right to the series discount to which they were previously entitled, and must pay for Advertisements at the appropriate rate set out in the rate card for the number of Advertisements which has appeared prior to the cancellation taking effect.
- 3.5 Subject to clause 3.3, You cannot cancel an Order once the conditions of clause 2.4 have been met. Any purported cancellations will be subject to a cancellation fee of 100% of the total order value.

4 ADVERTISER'S WARRANTY AND ADVERTISER MATERIAL

- 4.1 The Advertiser hereby grants to Think and the End Client a non-exclusive licence for the term set out in the Order Form to use, and permit its subcontractors to use, the Advertiser Material in connection with this Order, such use strictly in relation to the Order and/or for the provision of Think's services under this Agreement. Think reserves the right to reject any advertising or promotional material which we deem (at our sole discretion) to be unsuitable without Think having any liability to You.
- 4.2 Any material to be supplied by You shall be supplied, at your cost, in accordance with any reasonable print deadlines and/or applicable timetable set by Think and in a suitable format as stipulated by it. Artwork and/or photographic materials submitted to Think remain entirely at the risk of the person by whom, or on whose behalf, they were submitted. Unless otherwise arranged, Think reserves the right to return or dispose of such art work and/or photographic materials if not collected within six months of submission, and any return carriage costs must be paid by such a person.
- 4.3 The Advertiser warrants that the Advertisement, and any other material supplied by the Advertiser to Think in connection with the Order:
- (a) does not contravene any Act of Parliament or subordinate legislation;
 - (b) is not in any way illegal or defamatory or an infringement of any other party's rights (including intellectual property rights);
 - (c) is legal, decent, honest and truthful; and
 - (d) is not an infringement of the British Code of Advertising Practice.
- 4.4 The Advertiser hereby agrees to indemnify Think against any and all actions, proceedings, claims, demands, damages and costs (including legal costs) for breach of this warranty in respect of defamation, obscenity, misrepresentation or libel, or any other claim arising out of or in respect of the Advertisement.

5 FORCE MAJEURE

- 5.1 In the event of fire, flood, pandemic, act of god, royal demise or (without limitation) other causes that at Think's absolute discretion appears to be substantial or that are beyond its control ("**Force Majeure**"), Think shall be relieved from complying with its obligations under this Agreement and we reserve the right, without limitation, to postpone or cancel your Order and/or any activity, function, Event or Exhibition, or to change an event venue without incurring any liability to You other than to repay any monies paid by You to Think under this Agreement at the earliest such time that the conditions of Force Majeure do not prevent such repayment being made by Think. Think shall not be liable for any costs incurred by You in connection with an event of Force Majeure and/or from any changes, postponement and/or cancellation exercised under this clause. Force Majeure will also include any laws, rules, regulations, instructions, orders or guidance from any relevant authority (including advice from the relevant safety advisory group or licensing authority) in relation to COVID-19 which would or may: prevent any event proceeding; materially affect the capacity of any venue; or which would impose other restrictions on attendees (including travel restrictions, data capture, quarantine, social distancing measures or other screening); and/or prevent an event proceeding as originally planned.

6 LIABILITY

- 6.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or by the negligence of its employees or agents whilst acting in the course of their employment or engagement or for fraud (or for any other liability which may not be excluded or limited by applicable law from time to time).

- 6.2 Except for any express indemnities made by Think under this Agreement, Think's liability for any one event or series of connected events (including any liability for the acts and omission of its employees, agents and sub-contractors) in contract, tort or otherwise arising from or out of this Agreement shall be limited to the value of the Order. In the event of any Event being cancelled, abandoned or postponed, such total liability shall be reduced in proportion to any part of the Event which did take place.
- 6.3 Neither Party accepts liability to the other (whether in contract, tort or otherwise and whether or not any such loss was reasonably foreseeable) for and shall not be liable to the other Party in respect of any indirect, special or consequential loss or for any loss of profits, goodwill or anticipated savings.

7 CONFIDENTIALITY

- 7.1 "**Confidential Information**" means information relating to either party's or the End Client's clients, customers, businesses, business plans or affairs. Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential;
- 7.2 Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times and to keep the other party's Confidential Information secure and protected against theft, damage, loss or unauthorised access. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written consent of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations hereunder.
- 7.3 Each party may disclose the other's Confidential Information to its employees, contractors or advisors who require it, provided that the recipients are themselves bound by obligations of confidentiality to the disclosing party. For the avoidance of doubt, Think shall be entitled to disclose Confidential Information, including details of this Agreement and Advertiser contact details, to the End Client provided that the End Client is subject to a duty of confidentiality.
- 7.4 This clause shall not apply to any information which:
- (a) is in the public domain or otherwise freely available (other than as a result of a breach by (i) the receiving party of its obligations or (ii) a third party of any obligation of confidentiality);
 - (b) is required to be disclosed by law. In such case the receiving party shall give the disclosing party reasonable written notice prior to such disclosure to enable the disclosing party to take steps or make representations to prevent any such disclosure; or
 - (c) was already in the receiving party's possession at the time of such disclosure and the receiving party has documentary proof of such possession.

8 MISCELLANEOUS

- 8.1 Each Party warrants and undertakes to the other that:
- (a) it is duly authorised to enter into this Agreement and capable of complying with its obligations under this Agreement;
 - (b) this Agreement does not conflict with, and does not and will not constitute a breach of, any other contract, agreement or undertaking to which either Party is or may become a party, and either Party will not during the term enter into any contract, agreement or undertaking that conflicts with or constitutes a breach of the provisions and intentions of this Agreement;
 - (c) it shall not disclose confidential information relating to the other except to its professional advisers, as required by law, or as required to implement the terms of the Agreement; and
 - (d) it shall comply with all applicable laws, including anti-bribery and modern slavery laws and otherwise relating to the subject matter of this Agreement.
- 8.2 Neither party may assign this Agreement and/or any of their rights and/or obligations hereunder without the prior written consent of the other party.
- 8.3 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 8.4 If You come into possession of any lists of the End Client's members, event delegates or other personal data as part of your Order, You agree to comply with the data protection obligations set out in Schedule 1 to this Agreement.
- 8.5 Subject to clause 1.5, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 8.6 This Agreement shall be construed and enforced under the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

FORMAT SPECIFIC TERMS

9 ADVERTISING

- 9.1 The provisions of this clause shall apply where the Services include all forms of display advertising and print inserts.
- 9.2 Think reserves the right to refuse or suspend the Advertisement(s) proposed by an advertising agency for a specific advertising space if at the time the advertising order was placed, the advertising agency hasn't disclosed either (a) the name of its client, and/or (b) the product and/or services which were to be the subject of the Advertisement(s) for that space.
- 9.3 Special positions for Advertisement(s) will only be given to an identified Advertiser as prior agreed with Think and upon payment of an additional charge. No other client of an advertising agency may take the position without the prior written consent of Think.
- 9.4 Where copy or other instructions not constituting an official order are issued, they must clearly be marked "copy instructions – not an order".
- 9.5 Think cannot be held responsible for alterations or corrections to proofs, if returned after the specified date or not confirmed in writing.
- 9.6 No responsibility is taken for the accuracy of copy not given in writing to Think.
- 9.7 If, following an accepted order for space, an Advertiser's copy instructions and/or proofs are not received by the Copy Date agreed in the Order Form, Think reserves the right to print from any previously supplied copy or from any appropriate proofs received from the Advertiser. In any case the Advertiser shall remain liable to pay for the Order.
- 9.8 Any inserts left over with mailing houses should be retrieved by the Advertiser at their own expense within four weeks of the date of publication. If not collected within this period, the mailing houses are entitled to destroy the inserts without prior notice to the Advertiser.
- 9.9 Artwork for inserts and other forms of advertisement may be subject to the approval of the End Client(s). In the event that such approval is not granted, or is delayed for any reason such that the insert is unable to be distributed or the advertisement cannot run as scheduled, Think will not be liable for any printing costs or other costs incurred by the Advertiser prior to Think informing the Advertiser of approval or delivery instructions, and the order shall be deemed to have been cancelled under clause 1.4.
- 9.10 In the event of actual insert numbers (as evidenced by the certificate of insertion) falling short of the amount specified on the order by up to 1000 inserts, no partial refund will be issued and the full value of the order shall remain payable.
- 9.11 Extra charges will be made to the Advertiser where the logistics in connection with the Advertisement are more demanding and time consuming than agreed in Order Form. This may occur when printers are involved in extra production because of exceptional production requirements or acts of defaults of the Advertiser (e.g failure or delay by the Advertiser to provide information required for the performance of Think's duties hereunder).
- 9.12 In all cases, a link to the digital copy of the publication will be provided in lieu of a voucher copy.
- 9.13 The Advertiser shall notify Think in writing of any error in a published Advertisement prior (whenever practicable) to the Copy Date for any subsequent insertion of the same Advertisement, and in any case within fourteen days of the first publication date. Think shall not be held liable for the Advertiser's failure to notify Think in respect of ratification of such errors within the period above, and the Advertiser shall indemnify Think against all actions proceedings, claims, demands, damages and costs (including legal costs) brought or made by third parties against Think arising out of or in connection with the publication of the Advertisement containing such errors.

10 SPONSORSHIP AND EXHIBITION SPACE

- 10.1 The provisions of this clause shall apply only where the Services include event sponsorship or exhibition space as stated in the Order Form.
- 10.2 "Venue" refers to the building or space where the relevant event is being located or held or such other venue as designated by the Think.
- 10.3 "Event Date" means the earliest date an Event or Exhibition is due to take place (or the date on which an advertisement is due to be published as the context may require).

- 10.4 Events & exhibition space and stand space is described in this Agreement as “**Exhibition Space**”
- 10.5 You shall ensure that all of your publicity and promotion in relation to the Order is positive and informed and enhances the image and reputation of the End Client, the Event or Exhibition; and You shall not, and shall procure that your employees and representatives shall not, do anything which may or does bring the Exhibition and/or the End Client into disrepute. You acknowledge that all intellectual property rights including trademarks, copyright and other rights in the End Client’s names and logos shall be the sole and exclusive property of the End Client, together with any goodwill therein, and You shall not acquire any rights whatsoever in the End Client’s names or logos.
- 10.6 Any material to be supplied by You shall be supplied, at your cost, in accordance with any reasonable print deadlines and/or applicable timetable set by Think and in a suitable format as stipulated by it. Artwork and/or photographic materials submitted to the Event Organiser remain entirely at the risk of the person by whom, or on whose behalf, they were submitted. Unless otherwise arranged, the Event Organiser reserves the right to return or dispose of such art work and/or photographic materials if not collected within six months of submission, and any return carriage costs must be paid by such a person.
- 10.7 Orders are not assignable or otherwise transferable by You.
- 10.8 You agree to that unless otherwise set out in the Order, any sponsorship provided as part of the Order shall be on a non-exclusive basis, and You agree and acknowledge that other sponsors may be promoted at or appearing in connection with the Event, each with variable branding and presence.
- 10.9 Every effort will be made to allocate Exhibition Space according to each Exhibitor’s stated preferences, subject to availability. The Event Organiser reserves the right to rearrange the floor plan and/or to relocate any Exhibitor without prior notice. Each Exhibitor will be permitted to display outside the confines of the Exhibitor’s allocated space in the Exhibition or Event Area at levels acceptable to the Event Organiser acting in its sole discretion.
- 10.10 The Event Organiser shall specify the hours and dates for installing, occupying and dismantling the Exhibitor’s exhibition stands. If an Exhibitor fails to install its display in its assigned space by the specified hour and date, or leaves its space unattended at any time during the Event or Exhibition, the Event Organiser shall have the right to take possession of the space allocated to the Exhibitor, terminate this Agreement, dispose of any exhibition materials and no refund will be due to the Exhibitor. All Exhibitors must be in attendance at their exhibits or arrange for staffing of their exhibit or stand at all times during Events and Exhibitions. You must not erect exhibition stands that interfere with other exhibitors or cause undue nuisance, at the Event Organiser’s sole discretion. You shall be solely responsible for obtaining appropriate consents to and licences for its use of all intellectual property rights in any exhibition stands or other materials used in connection with the Exhibition.
- 10.11 You shall comply with all requirements, laws, rules and regulations whether imposed by the Event Organiser, the venue or any municipal or other competent authority.
- 10.12 You shall be responsible and liable for the conduct of all your personnel and any other person associated with You. The Event Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Exhibitors and/or Exhibition visitors.
- 10.13 The Event Organiser reserves the right to cancel or postpone your Order at any time and for whatever reason (including without limitation cancellation or postpone of any related activity, publication, function, Event or Exhibition). If such cancellation or postponement arises other than because of an event of Force Majeure, the Event Organiser will either (at its discretion):
- (a) grant You alternative rights of equivalent value to the Order cancelled or postponed (which may, for example, include granting rights to a different event or exhibition); or
 - (b) refund You with a pro-rata reduction of the Order value taking into account the value of the rights in the Order which the Event Organiser has not made available to You and the value of the rights in the Order granted and/or made available to You.
- The grant of alternative rights or repayment shall be in full and final settlement of any claims You have. The Event Organiser shall not be liable for any costs incurred by You in connection with any such cancellation or postponement.
- 10.14 You shall carry public liability insurance against personal injury, death and damage to or loss of property by any cause whatsoever, to a level which shall not be less than £2,000,000 per event, and You shall provide written evidence of such insurance policy to the Event Organiser upon the later of 8 weeks prior to the commencement date of the Exhibition or the Effective Date. If such evidence is not provided, You acknowledge that Think and/or the Event Organiser may charge an “**Insurance Premium**”. Failure to pay the Insurance Premium upon demand may result in the cancellation of your Order in accordance with clause 3.

11 LEAD GENERATION

- 11.1 The provisions of this clause shall apply only where the Services include lead generation activities as stated in the Order Form.
- 11.2 Think shall not make or enter into any contracts or commitments or incur any liability for or on behalf of you, including for the provision of your services or the supply of your goods, and (except with your prior written approval) shall not give any warranty or make any representation to Leads in relation to your goods or services.
- 11.3 Think warrants that:
- (a) the Leads provided have been obtained in accordance with all applicable Data Privacy Laws; and
 - (b) we are entitled to provide all Leads provided to you and you may legitimately contact those Leads for the Agreed Purposes.
- 11.4 You must at all times act in good faith towards Think.
- 11.5 You shall provide to Think all information reasonably required by Think to perform its duties, including complete and accurate information in relation to the manner in which and the purposes for which you intend to use Lead Data delivered to you by Think.
- 11.6 The parties shall, in relation to the Lead Data delivered by Think to you, be independent data controllers and acknowledge that in no circumstances shall Think be deemed to be a joint data controller with you in relation to the Lead Data (or otherwise).
- 11.7 The provisions which follow set out the framework for acquisition of Lead Data. Think shall disclose the Lead Data collected by Think to you for the Agreed Purposes. Think shall:
- (a) ensure that it is able to lawfully disclose the set of Lead Data to you for the Agreed Purposes; and
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Lead Data and against accidental loss or destruction of, or damage to, Lead Data.
- 11.8 Each party shall comply with the Data Privacy Laws in connection with its collection, delivery and use of Lead Data and agrees that any material non-compliance by it with the Data Privacy Laws shall constitute a material and irremediable breach of the Agreement. Neither party shall intentionally do, or omit to do, any act or thing that puts the other party in breach of the Data Privacy Laws.
- 11.9 You shall give us reasonable assistance in complying with our obligations under the Data Privacy Laws. In particular, you shall: (i) promptly inform Think of the receipt of any data subject access request that names Think or a Group Company and comply with our reasonable directions in respect of such request; (ii) provide us with reasonable assistance in complying with any data subject access request that we or a Group Company receive; and (iii) notify us without undue delay (and in any event within 48 hours) on becoming aware of (a) any actual or alleged personal data breach (as defined in the GDPR) affecting the Lead Data and/or (b) of any breach of this clause 11 and/or the Data Privacy Laws in respect of the Lead Data and/or the activities contemplated by the Agreement.
- 11.10 Each party (the “indemnifying party”) shall indemnify the other party (the “indemnified party”) against all claims and proceedings and all liability, loss, costs and expenses incurred by the indemnified party as a result of any claim made or brought by or on behalf of a Lead in respect of any loss, damage or distress caused to the indemnified party as a result of:
- (a) any breach of the Data Privacy Laws or this clause 11 by the indemnifying party, its employees or agents; or
 - (b) any act or omission of the indemnifying party in relation to the Lead Data.
- 11.11 The parties acknowledge and agree that, to the extent the transfer of Lead Data is or does become a Restricted Transfer, the parties shall separately agree a transfer mechanism to legitimise the transfer of the Lead Data from Think to you (“**Transfer Mechanism**”).
- 11.12 The parties acknowledge and agree that any agreed Transfer Mechanism may not, in isolation, ensure that your processing complies with the International Transfer Requirements, and the parties agree to cooperate with each other in good faith to agree written variations to the Agreement, and to take such action as may reasonably be required, to ensure that such processing complies with the International Transfer Requirements. To the extent that Think determines that the processing cannot comply with the International Transfer Requirements, it may at no additional cost and without further liability either:
- (a) require you to only process the Lead Data within certain jurisdictions and/or subject to certain restrictions, supplementary measures and/or safeguards; and/or
 - (b) suspend provision of the Lead Generation Services and/or terminate the Agreement in whole or in part on immediate written notice without further liability to you.
- 11.13 Notwithstanding clause 11.12, by entering into any Transfer Mechanism you warrant, represent and undertake (on an ongoing basis) that you can comply in full with the Transfer Mechanism.

12 CONTENT MARKETING

- 12.1 The provisions of this clause shall apply only where the Services include content marketing activities as stated in the Order Form.
- 12.2 **"Campaign"** means the activity for which Sponsor has sponsorship rights and/or event or content marketing that Think is organising for Sponsor, as described on the Order Form.
- 12.3 **"Client Mark"** means the trading mark or names owned by End Client and licensed to Think, whether registered or unregistered; **"Think Mark"** means the trading mark or names owned by or licensed to Think, whether registered or unregistered; **"Sponsor Mark"** means the trading marks or names (whether registered or unregistered) owned by or licensed to you, the Sponsor, from time to time, as notified to Think in writing which the Sponsor wishes Think to use in association with the Campaign.
- 12.4 **"Intellectual Property Rights"** means all intellectual property rights whether currently in existence or otherwise including copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and all similar rights whether registered or otherwise (including all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;
- 12.5 **"Marketing Activities"** means any marketing activity carried out by Sponsor to promote or market the Campaign and/or Sponsor's association with the Campaign;
- 12.6 **"Materials"** means all documents, adverts, promotions and/or materials created by Sponsor in connection with the Campaign or under this Agreement; **"Media Content"** means the photographs, audio/audio-visual/visual content and or data which Think owns or is licensed to Think by third parties;
- 12.7 **"Rights"** means your rights as set out on the Order Form, which shall include Think's obligations as described on the Order Form;
- 12.8 In consideration of the Order Value, Think will grant you the Rights during the Term in the Territory on the terms and conditions set out in this Agreement and Think will itself perform the obligations set out in this Agreement.
- 12.9 You must exercise the Rights granted under this Agreement in a manner consistent with the good name, goodwill, reputation and image of Think, its associated companies, the End Client, the Campaign and other sponsors, advertisers or exhibitors. Where you are permitted to use a Client Mark, the Client Mark shall be used on the Materials and for the Marketing Activities only.
- 12.10 You hereby grants a non-exclusive licence to Think and the End Client to use Sponsor Marks for the Term to promote the Campaign and for those purposes required under this Agreement. Think shall be entitled to use Sponsor Marks as necessary in any media and in any form to provide the Rights and any additional rights granted to you subject to the your prior written agreement and in accordance with any branding guidelines provided to us by you. Think shall seek your consent before each new use of Sponsor Mark, such consent not to be unreasonably withheld or delayed. You consent to Think's use of Sponsor Mark on social media to promote the Campaign, and acknowledge that Think cannot accept responsibility for use of the Sponsor Marks by third parties once Sponsor Marks are used on social media.
- 12.11 Unless expressly stated in the Order Form or the Rights, you do not have the right to film the Campaign or otherwise use moving footage or audio of the Campaign.
- 12.12 Think shall endeavour to host the Campaign on the dates specified in the Order. Think reserves the right to change the dates, the site or any location of sponsor displays at the site on reasonable notice to you.
- 12.13 Think cannot guarantee that you achieve a certain level of sales or interest from the Campaign.
- 12.14 Think is not liable for any misrepresentation by Think or its representatives (whether innocently or negligently made) as to the number or demographic of visitors to or other exhibitors or sponsors at the Campaign.
- 12.15 Think grants a non-exclusive licence to you to use for the Term the Think Marks and Client Marks and any Media Content provided to you for those purposes and in the manner set out under this Agreement (and the logos and marks of other sponsors only where incorporated in the Media Content and solely to enable you to exercise the rights under this Agreement).
- 12.16 You will be responsible for the acts and omissions, behaviour and conduct of Sponsor Staff.
- 12.17 You represent, warrant and undertake that you shall:
- (a) ensure that:
 - (i) in respect of the the content, nature and proposed use of each Material which: (i) incorporates the Think Mark, the Client Mark, or any Media Content, (ii) refers to Think, the Campaign, or any partner of the Campaign; or (iii) is to be used for the Marketing Activities; and
 - (ii) each and every Marketing Activity,

is approved in writing by Think prior to Sponsor commencing any such Marketing Activity or prior to the publication or use of the relevant Material;

- (b) provide one sample of each Material to Think for prior approval and ensure that all Materials used conform with any samples approved by Think;
- (c) not use the Think Mark, the Client Mark, or any Material except as expressly provided in this Agreement and in accordance with any usage guidelines as the parties may agree in writing from time to time during the Term;
- (d) not make any announcement of the nature or subject of this Agreement without the prior written consent of Think;
- (e) not adopt or use any domain names, marks, drawings, symbols, emblems, logos, designations or names identical or confusingly similar to the Think Mark, the Client Mark, Think's other trading names, Think's Intellectual Property Rights or the Campaign;
- (f) not knowingly do or suffer to be done any act which will in any way harm, impair or adversely affect the rights and interests of Think or Think's Intellectual Property Rights;
- (g) not make any representation or give any warranty on behalf of Think or otherwise pledge the credit of Think;
- (h) not engage in any joint exploitation of or otherwise enter into any joint marketing or promotion such that any of the Materials, Think or the Campaign is associated with any third party or any third party's products or services without the prior written consent of Think;
- (i) co-operate with and comply with all reasonable requests of Think at all times during the Term, including any deadlines for copy, and promptly notify Think of any factor which could or does impact upon your ability to perform your obligations under this Agreement; and
- (j) not knowingly exercise the Rights in such a way as to conflict with or do anything which conflicts with the rights granted to any other sponsor or official supplier of Think or the Campaign including but not limited to the other sponsors.

12.18 Each party acknowledges that all Intellectual Property which exists prior to this Agreement or is created by either party independently of the other party shall continue to be owned by the respective party.

12.19 You acknowledge that as between yourself and the End Client, the End Client is the owner of all rights, title and interest in and to the End Client's Intellectual Property Rights.

12.20 Think acknowledges that you are the owner of all rights, title and interest in and to your Intellectual Property Rights.

12.21 Neither party shall do or omit to do anything which might undermine the validity of the other party's Intellectual Property Rights. Should any right, title or interest in or to the other party's Intellectual Property Rights or any goodwill arising out of the use of any Intellectual Property Rights become vested in a party (by the operation of law or otherwise), that party shall hold the same in trust for and shall, at the request of the other party immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to the other party, as applicable, and execute any documents required by the other party, as applicable, to confirm such assignment.

12.22 If either party becomes aware of any threatened or actual unauthorised use of the other party's Intellectual Property Rights, it shall immediately notify the other party. Either party will at other party's request give all reasonable co-operation to the other party in any action, claim or proceedings brought or threatened in respect of other party's Intellectual Property Rights.

12.23 Any Intellectual Property that is jointly created by the parties, as a result of the sponsored activity, shall be owned by the End Client unless otherwise stated in the Order. Both parties grant an exclusive royalty free license to the other Party, to use the Intellectual Property for the purposes of this Agreement and without any pre-approved rights to sublicense or assign.

12.24 Each party agrees that it will use the other's Intellectual Property solely in accordance with this Agreement. Any goodwill accruing to either party's Intellectual Property shall belong to that party.

13 JOB LISTINGS AND RECRUITMENT

13.1 The provisions of this clause shall apply only where the Services include job listings on a job site operated by Think ("**Job Site**") or recruitment services as stated in the Order Form.

13.2 "**Jobseeker**" means any person registering with us or purchasing any of our services to assist with your job search.

13.3 "**Recruiter**" means any person, company, organisation or firm which purchases services from us to assist your recruitment needs.

13.4 Think do not introduce or supply Jobseekers to Recruiters (or vice versa). It is recommended that to ensure a Jobseeker's suitability for the role, you should undertake the steps set out in The Conduct of Employment

Agencies and Employment Business Regulations 2003 (the “**Regulations**”). CVs on the Job Site are provided by Jobseekers and are not reviewed by Think. We accept no responsibility or liability for the contents of CVs and it is your responsibility to carry out such checks and procedures as are necessary to ensure that jobseekers are suitable for the job advertised and have the required qualifications and personal characteristics. Think does not guarantee any response to your advertisement or that responses will be from individuals suitable for the job advertised.

- 13.5 You acknowledge that Think and its End Client do not operate a “work-finding service” and that the Employment Agencies Act 1973 (the “**Act**”) and the Regulations (together the “**Agency Laws**”) shall have no application in relation to this Agreement or the Job Site. Furthermore, you agree to indemnify Think and the End Client (without limitation) against any loss, damage or legal expense arising from any person bringing a claim pursuant to the Agency Laws.
- 13.6 All copyright, database rights and other intellectual property rights in the Job Site and the material available on the Job Site belongs to Think, the End Client, or our third party suppliers. Use of the Job Site does not give you any rights in such materials.
- 13.7 We try to ensure continuous availability of the Job Site and all the services available on it but accept no responsibility or liability for any loss whatsoever arising from your use of or inability to use the Job Site, or for the consequences of interruptions or delays, however caused. Save to the extent possible by law Think does not warrant that our Job Site or services will operate without error or that the Job Site or services are free from infection by viruses or anything else which has contaminating or destructive properties and Think shall have no liability in respect thereof.
- 13.8 If any services to be used within any time period specified on the order form are not used within that period of time they may not be carried over into any subsequent period without our prior written consent. The customer will be responsible for payment for any unused services.
- 13.9 Unless otherwise agreed by Think, payment for all job listings will be due in advance, payable by credit card. In the event that Think (at its sole discretion) offers credit terms to you, this shall be in line with clause 2. Late payment will entitle us to suspend provision of services.
- 13.10 If you are an employment agency or an employment business (as defined by the Act) it is your responsibility to ensure that advertisements you place on this website comply with your obligations under the Agency Laws. You agree to comply with the Agency Laws as they affect the conduct of your business and the advertisements you place on this website.
- 13.11 A job posted on the Job Site will remain live for 28 days or such other time as we agree with you. Any extension of this time will be charged to you as a new posting. Any jobs posted in addition to the agreed number of jobs per month will be charged at a price per job agreed with you at the time of the contract negotiation. A single job is identified by its unique number. If you delete a job and then either repost it or posts another, this will be classed as two jobs.
- 13.12 We have rules regarding the content and format of jobs posted on the Job Site. Their purpose is to ensure that users who search the site or the CV database get results that are presented as clearly as possible. At our discretion and without liability to you, we will remove from the Job Site any advertisement that is posted in breach of these rules. The rules may change from time to time and you are advised to refer to them regularly. The rules are:
 - (a) No duplicating of jobs.
 - (b) No over-use of keywords in job descriptions or job titles. Over-use means deliberately inserting words with the intention of influencing the job listing's position in the results listing.
 - (c) Job advertisements placed on the Job Site must be for genuine vacancies only.
 - (d) URLs or e-mail links are not allowed in the body copy of the job description page. E-mail links are permitted from the 'send an e-mail' link and url linking is permitted from the 'apply online' link.
- 13.13 Advertisements that discriminate on grounds of sex, race, age religion (unless there is a genuine occupational requirement) or disability are illegal and may result in proceedings being taken against both the advertiser and the publisher. We may at our discretion remove any advertisement from the website if we feel it is in breach of employment discrimination rules.
- 13.14 You agree to deal fairly and professionally with individuals who may respond to an advertisement you have posted.
- 13.15 If your advertisement links to another site from the 'apply now' option, you are responsible for maintaining the links and for the content of your advertisement and the linked site. We may remove from the Job Site any advertisement that contains content or links to a site that, in our opinion, is defamatory or illegal. You will indemnify Think from any claims or liability arising from content or links contained in your advertisements.
- 13.16 For orders including services relating to provision of and use of any CV database:

- (a) CV database rights and all other applicable copyright and intellectual property rights in the CV database belong to Think. You acknowledge that you do not acquire any rights in the database or its content and that your retention and use of the database and its content is governed by these terms and conditions. The material you are entitled to receive from the CV database is determined by the product you have purchased from Think. On receipt of this material you may:
 - (i) Use, search or download it to your database using the Jobseeker Search function
 - (ii) Use the information about the individuals contained in the database for the purpose of contacting them
 - (iii) Use the information only in connection with your own recruitment-related activities.
- (b) You may NOT:
 - (i) Supply, sell or license material from the CV database, or a copy of it, to any other person, including another member of your group of companies.
 - (ii) Download the database through any automated process.
 - (iii) Contact the individuals on the database or make or allow any use of the information about those individuals, other than for the purpose of finding suitable candidates for specific job vacancies. You must, at all times, comply with the Data Protection Act 1998 and all subsequent legislation and regulations.
- (c) Deletion of database material
 - (i) You agree to delete all material from the CV database upon its replacement with up-to-date material or the satisfactory conclusion of your search for a suitable candidate, whichever occurs first.
- (d) You agree to deal fairly with individuals you may contact using information from the CV database.

SCHEDULE 1

1 DATA PROTECTION

1.1 For the purpose of this clause 1, the following words should have the following meanings:

- (a) **“End Client Personal Data”** means personal data provided by or on behalf of the End Client or otherwise obtained by You in connection with the Order in respect of which the End Client is the data controller and of which Think is a data processor;
- (b) **“Data Protection Legislation”** means all applicable laws relating the processing of personal data including:
 - (i) Data Protection Act 2018 (DPA 2018) and the UK GDPR;
 - (ii) EC Directive 2002/58/EC on Privacy and Electronic Communications;
 - (iii) EC Regulation 2016/679 (the “GDPR”) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
 - (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (b) and (c) above;
 - (v) codes of practice and guidance issued by national supervisory authorities, regulators or EU or UK institutions relating to the laws, regulations and EU/UK legislation mentioned in (a)-(d) above;
- (c) **“Losses”** means all liabilities, including: (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (including costs of reinstating damaged or lost data, additional management costs incurred in dealing with a personal data breach (including costs of notifying the supervisory authority and/or affected data subjects in the event of a personal data breach)); and (b) to the extent permitted by applicable law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a supervisory authority or any other relevant regulatory authority; (ii) compensation to a data subject ordered by a supervisory authority, court or other tribunal of competent jurisdiction; and (iii) the costs of compliance with investigations by a supervisory authority or any other relevant regulatory authority;
- (d) **“Restricted Country”** means a country, territory or jurisdiction which is not considered by the EU Commission (or in respect of personal data transfers caught by the requirements of UK GDPR, the relevant UK governmental or regulatory body), to offer an adequate level of protection in respect of the processing of personal data pursuant to Article 45(1) of the GDPR (or analogous provisions under UK GDPR (as applicable));
- (e) **“Restricted Transfer”** means a transfer of personal data from an entity whose processing of personal data under these Terms and Conditions is caught by the requirements of the GDPR (and/or UK GDPR (as applicable)), to an entity located in a Restricted Country.
- (f) **“Security Breach”** means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under these Terms and Conditions or breach of Your security obligations under these Terms and Conditions (including clause 1.5(f));
- (g) **“Special Category Personal Data”** means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions and offences;
- (h) **“UK”** means United Kingdom; and
- (i) **“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 References in this clause to **“controller”**, **“data subject”**, **“personal data”**, **“processor”**, **“processing”**, and **“supervisory authority”** shall have the same meaning as defined in the UK GDPR. References in this Schedule to **“clause”** mean clauses in this Schedule 1.

1.3 The parties acknowledge and agree that, in connection with an Order, You may process End Client Personal Data. Appendix 1 sets out the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject in respect of such End Client Personal Data.

1.4 The parties agree that, in respect of the End Client Personal Data, End Client shall be the controller, Think shall be a processor and You shall be a sub-processor.

1.5 Each party, in respect of the processing of the End Client Personal Data, acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. You shall, at your own expense (except where otherwise expressly stated in this clause) and without prejudice to your other rights or obligations, in respect of your processing of the End Client Personal Data:

- (a) process the End Client Personal Data only to the extent, and in such a manner, as is necessary in connection with Order and in accordance with Think's written instructions from time to time. You shall not process or permit the processing of the End Client Personal Data for any other purpose unless such processing is required by competent supervisory authority or data protection law to which You are subject, in which case You shall notify Think in advance of your intention to carry out such processing and allow Think the opportunity to object (unless that law prohibits such information on important grounds of public interest). If You are unsure as to the parameters of any instructions issued by Think and/or You believe that Think's instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, You shall immediately notify Think in writing and seek clarification from Think and, where requested, provide reasonable details in support of any assertion that Think's instructions may be unlawful;
- (b) keep the End Client Personal Data strictly confidential at all times and shall not disclose End Client Personal Data to any third party unless Think or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator, or law enforcement authority or supervisory authority requires You to disclose End Client Personal Data, You must first inform Think of the legal or regulatory requirement and give Think an opportunity to object or challenge the requirement, unless the law prohibits such notice;
- (c) only permit access to End Client Personal Data to Your personnel who require such access in order to carry out their roles in connection with the Order, and ensure the reliability of all such personnel and Sub processors (as defined below) who have access to the End Client Personal Data, in particular by ensuring that any person that processes the End Client Personal Data is subject to a duty of confidentiality that at a minimum is equal to the duty of confidentiality imposed on You under this Agreement;
- (d) comply with Your obligations under Data Protection Legislation, including the obligation to maintain records of processing activities;
- (e) not do anything or omit to do anything that may put Think or the End Client in breach of the Data Protection Legislation and take such steps and provide Think with such cooperation and assistance as Think may reasonably request from time to time to enable Think to comply with Data Protection Legislation;
- (f) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of personal data;
- (g) shall implement the measures set out in Think or the End Client's security policies notified to You from time to time and any code of conduct and/or certification mechanism approved by a supervisory authority relating to security measures;
- (h) shall at Your own expense, without undue delay (and in any event within 24 hours of becoming aware) notify Think in writing and provide such co-operation, assistance and information as Think may reasonably require in order to remedy the issue as soon as reasonably practicable if You:
 - (i) receive any request, complaint, notice or communication which relates directly or indirectly to the processing of the End Client Personal Data or to either party's compliance with Data Protection Legislation;
 - (ii) become aware of any unauthorised or unlawful processing of any End Client Personal Data or that any End Client Personal Data is lost or destroyed or has become damaged, corrupted or unusable in connection with the Order; or
 - (iii) become aware of any Security Breach related to the processing of End Client Personal Data;
- (i) shall in particular, and without prejudice to clause 1.5(f) and (h), provide the following information in respect of the Security Breach in so far as it is possible at the time of notifying Think of the relevant Security Breach, or where such information is not available at the point of notification You shall provide such information as soon as such information is available,:
 - (i) the nature of End Client Personal Data, including where possible the categories and approximate number of data subjects concerned and the categories and number of personal data records concerned;
 - (ii) the likely consequences of the Security Breach;
 - (iii) the measures taken or proposed to be taken by You to address the Security Breach, including where appropriate measures to mitigate the possible adverse effects.

- (j) shall provide Think with full co-operation and assistance, and take such organisational and technical measures as may be required by Think, in relation to Think's compliance with its obligations under Data Protection Legislation including without limitation Think's obligation to:
 - (i) comply with any request made by a data subject to have access to their personal data, or respond where a data subject exercises any of their other rights under Data Protection Legislation, including right to be informed, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object to processing and right not be subject to a decision based solely on automated processing ;
 - (ii) report a Security Breach to the supervisory authority and in Think's dealings with supervisory authorities (including the Information Commissioner's Office ("**ICO**"));
 - (iii) report a Security Breach to data subjects, when the Security Breach is likely to result in a high risk to the rights and freedoms of the data subjects;
 - (iv) demonstrate that the processing of End Client Personal Data complies with Data Protection Legislation;
 - (v) conduct data protection impact assessments ("**DPIAs**") in relation to End Client Personal Data where the processing is likely to result in a high risk to the rights and freedoms of data subjects; and
 - (vi) consult with supervisory authorities where required as a result of the DPIA, prior to the processing of End Client Personal Data.
- (k) immediately comply with any request from Think requiring You to amend, transfer or delete any or all End Client Personal Data, either during or after the term of an Order;
- (l) keep at Your normal place of business a written record of Your processing of the End Client Personal Data and of Your compliance with Your obligations set out in this Agreement ("**Records**");
- (m) permit (and procure that Your Sub-processors permit) Think, its third-party representatives or a supervisory authority or its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 1 by You (or obligations owed by Sub-processors, as applicable), access to inspect, and take copies of, the Records and any other relevant information held at any premises or on systems used in connection with the processing of End Client Personal Data, for the purpose of auditing compliance with data protection related obligations. You shall give, and procure that Your Sub processors give, any and all necessary assistance in respect of the conduct of such audits;
- (n) not engage any additional processor to process any End Client Personal Data (or otherwise sub-contract or outsource the processing of any End Client Personal Data to a third party) without the prior written consent of Think acting in its sole discretion. Where Think consents to You appointing a third party ("**Sub processor**") to process End Client Personal Data, such consent is conditional on You:
 - (i) carrying out appropriate due diligence on the Sub Processor with regards to its data protection and security practices and providing Think with evidence on request; and
 - (ii) entering into a written contract with the Sub processor that:
 - (1) is on terms that are in all material respects the same as those set out in this clause;
 - (2) provides sufficient guarantees that the Sub processor will implement appropriate technical and organisational measures such that the Sub processor's processing of the End Client Personal Data meets the requirements of the Data Protection Legislation; and
 - (3) terminates automatically on termination or expiry of this Agreement for any reason; and
 - (iii) remaining liable for all acts or omissions of the Sub processors as if they were acts or omissions of You and notifying Think of any failure by the Sub processor to fulfil its obligations under the relevant written contract.
- (o) on termination or expiry of the Order, return or destroy (as directed in writing by Think) all End Client Personal Data that You have in Your possession or control and promptly delete existing copies unless and solely to the extent that applicable law requires storage of the End Client Personal Data. If Think elects for destruction rather than return of End Client Personal Data, You shall as soon as reasonably practicable ensure that all End Client Personal Data is destroyed and permanently deleted from Your systems; and
- (p) only permit End Client Personal Data to be processed in locations expressly approved in writing by Think, such approval to be withheld or conditioned at the sole discretion of Think. If You anticipate a transfer of End Client Personal Data from Think to You to be a Restricted Transfer, You shall contact Think before any such transfer takes place.

- 1.6 Without prejudice to clause 1.5(p), You shall not transfer, or facilitate the transfer of, the End Client Personal Data to a third party located in a Restricted Country without the prior written consent of Think, which can be withheld or conditioned at the sole discretion of Think.
- Liability & Indemnity
- 1.7 You shall indemnify and keep indemnified Think and the End Client on demand against any and all Losses suffered or incurred by, awarded against or agreed to be paid by Think arising from or in connection with:
- (a) You acting outside or contrary to Think's lawful instructions;
 - (b) any breach by You and/or a Sub processor, of data protection related obligations, including those set out in this Schedule 1; or
 - (c) any claim, complaint or action brought by a data subject, supervisory authority or another party arising from or related to the processing of End Client Personal Data by or on behalf of You.
- 1.8 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall exclude or limit the Think's and the End Client's recovery of any Losses arising under the indemnity in clause 1.7.

Appendix 1: Data Processing Details

Subject matter of processing:	The context for the processing of End Client Personal Data is the provision of the Order by Think to You under this Agreement, which shall involve the performance of the tasks and activities set out in the Agreement by Think for the purpose of facilitating any event included within the Order.
Duration of the processing:	The period of the relevant Package.
Nature and purpose of the processing:	You may access, receive, generate, store or otherwise process End Client Personal Data in connection with the Order, for the purposes of facilitating an event and for one occurrence of follow up after an event.
Type of personal data:	Name, e-mail address, job title and company name
Categories of data subject:	Individuals who have registered for an event and individuals who have attended an event, which is being provided under an Order.
Processing restrictions:	(e.g.: • only make copies of the data to the extent reasonably necessary (which, for clarity, includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the data); and • not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the data other than as permitted under the terms of this Agreement.)