

# BOAT

International

## Standard Terms and Conditions - Revised as of 16 February 2026

### Definitions

In these terms, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

## **1. Incorporation**

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

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

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

## **2. Pricing advice & Quotations**

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

## **3. Booking Procedure**

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

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

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

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

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

#### **4. Rates and Payment**

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

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

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

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

#### **5. Conditions of Services**

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

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

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

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

## **6. Supply of Advertising Material**

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

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

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

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

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

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

## **7. Referrals and use of Personally Identifiable Information**

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

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

## **8. Warranties**

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

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

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

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

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

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

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

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

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

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

## **9. Indemnity**

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

## **10. Liability**

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

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

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

## **11. Credit Accounts**

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

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

### 11.3 Client agrees that:

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

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

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

## 12. General

12.1 These terms and any agreement between Client and BOAT INTERNATIONAL MEDIA LTD are governed by English law, exclusive of the choice of law rules of any jurisdiction, and the Client submits to the exclusive jurisdiction of the English courts. Nothing in this Condition above shall prevent or restrict Boat International Media from pursuing any action against the Client in any court of competent jurisdiction. Both parties agree to waive any rights to trial by jury.

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

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

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

## Boat International Publications Schedule

<b>BOAT INTERNATIONAL</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Boat International	476	Feb 2026	07-Nov	08-Dec	08-Jan
Boat International	477	Mar 2026	21-Dec	22-Jan	12-Feb
Boat International	478	Apr 2026	18-Jan	19-Feb	12- Mar
Boat International	479	May 2026	18-Feb	19-Mar	09-Apr
Boat International	480	Jun 2026	21-Mar	22-Apr	14-May
Boat International	481	Jul 2026	20-Apr	21-May	11-Jun
Boat International	482	Aug 2026	17-May	18-Jun	09-Jul
Boat International	483	Sep 2026	20-Jun	21-Jul	13-Aug
Boat International	484	Oct 2026	18-Jul	19-Aug	10-Sep
Boat International	485	Nov 2026	16-Aug	17-Sep	08-Oct
Boat International	486	Dec 2026	21-Sep	22-Oct	12-Nov
Boat International	487	Jan 2027	18-Oct	09-Nov	10- Dec

<b>BOAT INTERNATIONAL US EDITION</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Boat International US Edition	105	Feb 2026	14-Nov	15-Dec	27-Jan
Boat International US Edition	106	Mar 2026	20-Dec	21-Jan	24-Feb
Boat International US Edition	107	Apr 2026	18-Jan	19-Feb	24-Mar
Boat International US Edition	108	May 2026	24-Feb	25-Mar	28-Apr
Boat International US Edition	109	Jun 2026	29-Mar	30-Apr	02-Jun
Boat International US Edition	110	Jul 2026	27-Apr	28-May	30-Jun
Boat International US Edition	111	Aug 2026	24-May	25-Jun	28-Jul
Boat International US Edition	112	Sep 2026	22-Jun	23-Jul	25-Aug
Boat International US Edition	113	Oct 2026	19-Jul	20-Aug	22-Sep
Boat International US Edition	114	Nov 2026	16-Aug	17-Sep	20-Oct
Boat International US Edition	115	Dec 2026	22-Sep	23-Oct	24-Nov
Boat International US Edition	116	Jan 2027	19-Oct	20-Nov	29-Dec

Publication	Issue No.	Month	Cancellation Date	Advertising Deadlines	On Sale
Dockwalk	2	Feb-2026	21-Nov	22-Dec	13-Jan
Dockwalk	3	Mar-2026	21-Dec	22-Jan	06-Feb
Dockwalk	4	Apr-2026	23-Jan	24-Feb	13-Mar
Dockwalk	5	May-2026	01-Mar	01-Apr	17-Apr
Dockwalk	6	Jun-2026	05-Apr	06-May	22-May
Dockwalk	7	Jul-2026	02-May	03-Jun	19-Jun
Dockwalk	8	Aug-2026	01-Jun	01-Jul	17-Jul
Dockwalk	9	Sep-2026	28-Jun	29-Jul	14-Aug
Dockwalk	10	Oct-2026	25-Jul	26-Aug	11-Sep
Dockwalk	11	Nov-2026	29-Aug	30-Sep	16-Oct
Dockwalk	12	Dec-2026	03-Oct	04-Nov	20-Nov
Dockwalk	1	Jan -2027	01-Dec	02-Dec	18-Dec

Publication	Issue No.	Month	Cancellation Date	Advertising Deadlines	Published
IBI	401	Feb/Mar	03-Jan	04-Feb	13-Feb
IBI	402	Apr/May	21-Mar	22-Apr	01-May
IBI	403	Jun/Jul	02-May	03-Jun	12-Jun
IBI	404	Aug/Sep	04-Jul	05-Aug	14-Aug
IBI	405	Oct/Nov	06-Sep	07-Oct	16-Oct
IBI	406	Dec/Jan	01-Nov	02-Dec	11-Dec

Publication	Month	Cancellation Date	Advertising Deadlines
Boatinternational.com	Jan 2026	01 Nov 2025	01 Dec 2025
Boatinternational.com	Feb 2026	01 Dec 2025	01 Jan 2026
Boatinternational.com	Mar 2026	22 Dec 2025	01 Feb 2026
Boatinternational.com	Apr 2026	01 Feb 2026	01 Mar 2026
Boatinternational.com	May 2026	01 Mar 2026	01 Apr 2026
Boatinternational.com	Jun 2026	01 Apr 2026	01 May 2026
Boatinternational.com	Jul 2026	01 May 2026	01 Jun 2026
Boatinternational.com	Aug 2026	01 Jun 2026	01 Jul 2026
Boatinternational.com	Sep 2026	01 Jul 2026	01 Aug 2026
Boatinternational.com	Oct 2026	01 Aug 2026	01 Sep 2026
Boatinternational.com	Nov 2026	01 Sep 2026	01 Oct 2026
Boatinternational.com	Dec 2026	01 Oct 2026	01 Nov 2026
Boatinternational.com	Jan 2027	01 Nov 2026	01 Dec 2026

<b>Publication</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>
Dockwalk.com	Jan 2026	01 Nov 2025	01 Dec 2025
Dockwalk.com	Feb 2026	01 Dec 2025	01 Jan 2026
Dockwalk.com	Mar 2026	22 Dec 2025	01 Feb 2026
Dockwalk.com	Apr 2026	01 Feb 2026	01 Mar 2026
Dockwalk.com	May 2026	01 Mar 2026	01 Apr 2026
Dockwalk.com	Jun 2026	01 Apr 2026	01 May 2026
Dockwalk.com	Jul 2026	01 May 2026	01 Jun 2026
Dockwalk.com	Aug 2026	01 Jun 2026	01 Jul 2026
Dockwalk.com	Sep 2026	01 Jul 2026	01 Aug 2026
Dockwalk.com	Oct 2026	01 Aug 2026	01 Sep 2026
Dockwalk.com	Nov 2026	01 Sep 2026	01 Oct 2026
Dockwalk.com	Dec 2026	01 Oct 2026	01 Nov 2026
Dockwalk.com	Jan 2027	01 Nov 2026	01 Dec 2026

<b>Publication</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>
Ibinews.com	Jan 2025	01 Nov 2025	01 Nov 2025
Ibinews.com	Feb 2025	01 Dec 2025	01 Dec 2025
Ibinews.com	Mar 2025	22 Dec 2025	22 Dec 2025
Ibinews.com	Apr 2025	01 Feb 2026	01 Feb 2026
Ibinews.com	May 2025	01 Mar 2026	01 Mar 2026
Ibinews.com	Jun 2025	01 Apr 2026	01 Apr 2026
Ibinews.com	Jul 2025	01 May 2026	01 May 2026
Ibinews.com	Aug 2025	01 Jun 2026	01 Jun 2026
Ibinews.com	Sep 2025	01 Jul 2026	01 Jul 2026
Ibinews.com	Oct 2025	01 Aug 2026	01 Aug 2026
Ibinews.com	Nov 2025	01 Sep 2026	01 Sep 2026
Ibinews.com	Dec 2025	01 Oct 2026	01 Oct 2026
Ibinews.com	Jan 2026	01 Nov 2026	01 Nov 2026

<b>Publication</b>	<b>Issue No.</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Interiors 2026	Vol 9	11 Feb 2026	12 Mar 2026	14 Apr 2026
The Superyachts	Vol 40	4 Sep 2026	5 Oct 2026	27 Nov 2026

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

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

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

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

### 1. Data Protection

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

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

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

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

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

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

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

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

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

(a) Boat International Media shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the Data to Broker to process for the Permitted Purpose; and

(b) Broker shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of its processing of Data it receives from Boat International Media.

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

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

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

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

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