



Virgin Media Television Limited's General Terms and Conditions for the supply of Advertising Services

1. DEFINITIONS

Unless the context shows otherwise, any words and expressions which have been capitalised in this Agreement are defined terms to which the following meaning is assigned:

"Advertiser Content" means the content supplied by or on behalf of Advertiser to Virgin Media Television including the marks provided for the delivery of the Advertising Services.

"Advance Booking Deadline" means the applicable deadline for linear or online transmission of the Advertiser Content set out in Schedule 3, or as otherwise agreed in writing between the parties.

"Booking Process" means the process of booking in advertisements as set out in Schedule 3, or as otherwise agreed in writing between the parties.

"Control" means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question (including the right to appoint or remove the majority of the board of directors of the company).

"Data Protection Legislation" means all applicable data protection or privacy legislation including but not limited to the Data Protection Acts 1988 to 2018 and any regulations or enactments thereunder; the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the European Communities (Electronic Communications Networks & Services)(Privacy & Electronic Communications) Regulations 2011, the EU ePrivacy Directive 2002/58/EC (as amended); and any enabling or supplemental legislation, all as amended, modified, consolidated or re-enacted from time to time.

"Force Majeure" means an event preventing the performance by a party of some or all of its obligations under this Agreement arising directly from an act beyond the reasonable control of the party, including without limitation, an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or internet, satellite or cable failure.

"Material Change" means a material change to the Advertising Services after the Advance Booking Deadline including without limitation a changes that results in increased time length, significant date changes or significant budget increases.

"Online Booking System" means an online booking platform for placing and receiving orders for Advertising Services as advised by Virgin Media Television.

"Permitted Means" means any form of electronic transmission by which Virgin Media Television delivers its linear schedule now or in the future, including, without prejudice to the generality of the foregoing, Free Television, Satellite, Cable, IPTV, Internet delivery (including any third party branded OTT services), together with Simulcast, Linear Recording, Catch Up, Reverse EPG, Start Over, Inter Device Streaming, Sideload, Temp Download and NPVR and Video on Demand as each term is commonly understood in the television industry. For the avoidance of any doubt, the licence granted includes the right for Virgin Media Television to grant sub-licences to content platforms in the Territory carrying content delivered by Virgin Media Television.

"Virgin Media Television Data" means all data, including Personal Data (as defined in the Data Protection Legislation), in whatever form or medium which is (i) supplied, or in respect of which access is granted to the Advertiser (or any approved third party) whether by Virgin Media Television or otherwise in connection with this Agreement, or (ii) produced or generated by or on behalf of the Advertiser (or

any approved third party) in connection with this Agreement.

2. CAPACITY

- 2.1.** These General Terms and Conditions for the supply of Advertising Services shall apply to Advertiser where they are either acting in their capacity as an advertising agency, which books advertising space on behalf of its advertiser clients, or where the Advertiser is acting on its own behalf.
- 2.2.** Where Advertiser is an advertising agency placing orders on behalf of its client(s) from time to time, it hereby warrants that it is contracting as sole principal under this Agreement, and will have full authority to place bookings under this Agreement on behalf of its clients and in such capacity, all rights and responsibilities shall exist only between Virgin Media Television and Advertiser.

3. ADVERTISING SERVICES

- 3.1.** In consideration of the Advertising Fee, Virgin Media Television shall provide the Advertiser, on a non-exclusive basis, with the Advertising Services for the duration of the Service Period on the terms of this Agreement.
- 3.2.** Advertiser grants and Virgin Media Television accepts a worldwide, non-exclusive, royalty free licence to use Advertiser Content and to transmit the Advertiser Content in accordance with the Agreement together with any rights incidental thereto; including the right to copy, host, electronically store, cache, display, communicate, transmit, make available and distribute the content via the Permitted Means, only to the extent required for the provision of the Advertising Services.

4. SERVICE PERIOD

The Agreement shall commence on the Agreement Start Date set out in the Term Sheet and shall continue for the duration of the Service Period unless terminated in accordance with clause 10 below.

5. SCHEDULING AND BOOKING

The parties agree to adhere to the Booking Process.

6. ADVERTISING FEES

- 6.1.** Advertiser shall, in consideration of the assumption by Virgin Media Television of its obligations as set out in this Agreement, pay the Advertising Fees for the Advertising Services as set out in this Agreement.
- 6.2.** Advertising Fees shall be invoiced at the end of each calendar month and the Advertising Fees shall be paid not more than thirty (30) days after the date of the invoice. Payment shall be made by the Advertiser in full (without any set-off, deductions or withholding whatsoever).
- 6.3.** Time of payment of all sums due to Virgin Media Television under this Agreement shall be of the essence. Without prejudice to Virgin Media Television's right to treat non-payment or late payment as a repudiatory breach of this Agreement, Virgin Media Television reserves the right to charge daily interest on outstanding amounts, until payment in full is received by Virgin Media Television, at a rate equal to four (4) per cent per annum above the Central Bank base lending rate as current from time to time whether before or after judgment. Interest shall continue to accrue notwithstanding termination of this Agreement for any cause whatsoever. If any payments are more than thirty (30) days overdue, Virgin Media Television may at its absolute discretion, suspend the provision of all or part of the Advertising Services.
- 6.4.** The parties acknowledge that the applicable rates for Advertising Services are floating and are subject to change. Virgin Media Television may amend the Advertising Fees set out in Schedule 2 from time to time. The applicable Advertising Fee for the length of advertisement selected will apply at the time the Advertiser places a booking for Advertising Services with Virgin Media Television.

Virgin Media Television may, at its discretion, introduce special rates (rates which differ from the fees set out in Schedule 2) and additional terms:

- for certain non-standard programmes; and/or
- for heavily traded categories or segments at particular times of year.

Virgin Media Television shall endeavour to provide as much notice as reasonably practicable to Advertiser of any such special rates and additional terms, and shall offer advertisements to Advertiser on such rates and such terms as applicable.

6.5. All sums due to Virgin Media Television under this Agreement are exclusive of Value Added Tax ("VAT"), and any other applicable taxes which may from time to time be introduced, which shall be charged thereon in accordance with the relevant regulations in force at the time of making the taxable supply and shall be paid by the Advertiser.

7. WARRANTIES:

7.1. Each party warrants to the other that:

- 7.1.1.** it has all requisite corporate power and authority to enter into this Agreement, and all related agreements;
- 7.1.2.** the entering into and performance of its obligations under this Agreement has been duly authorised by all necessary corporate action on its part;
- 7.1.3.** it is not a party to any contracts or other arrangements, where the performance or non-performance of its obligations could reasonably be expected to hinder or prevent the performance of its obligations under this Agreement; and
- 7.1.4.** so far as it is aware, there are no actions, suits proceedings or regulatory investigations pending or threatened against it or any member of its group that might be reasonably expected to have an adverse effect on the performance of its obligations under this Agreement.

7.2. Advertiser hereby represents, warrants and undertakes that:

- 7.2.1.** Nothing in the Advertiser Content, nor in any other materials made available by or on behalf of the Advertiser to Virgin Media Television pursuant to this Agreement, will:
 - be defamatory or breach the privacy of any living person or entity or breach any applicable law;
 - prejudice any ongoing criminal proceedings;

- infringe any proprietary rights of any third parties or trade mark, copyright or other third party intellectual property rights including but not limited to moral rights, performer's rights, right of privacy, neighbouring rights or right of confidentiality and any moral rights have been waived and any necessary consents have been obtained;
- promote illegal or unlawful activities; or
- be otherwise unlawful;

7.2.2. It shall comply with all applicable laws and any other applicable regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by relevant statutory, regulatory and industry bodies;

7.2.3. It has obtained all consents, permissions and licences necessary to enable it to perform its obligations under this Agreement; and

7.2.4. Advertiser shall secure, at its own expense, all licences, releases, clearances, agreements and waivers required for Virgin Media Television to exercise the rights granted including but not limited to any associates guild, union and residual payments, payments in respect of cable retransmission and music collecting society costs (other than the public performance IMRO/MCPSI licences Virgin Media Television has in place); Any music utilised in the advertisement shall be non-commercial music or registered with one of the relevant music collecting societies. Advertiser shall bear all costs associated with all music rights clearance to the extent that clearances are required and are not covered by Virgin Media Television existing arrangements with MCPSI and IMRO.

7.3. Advertiser shall fully indemnify and hold harmless Virgin Media Television and its affiliates, successors and assigns on demand in respect of each and every claim arising from any breach or alleged breach of any warranties provided by Advertiser under this Agreement or in any manner whatsoever in consequence of the use, recording or broadcasting of any Advertiser Content or matter supplied by it for broadcast by Virgin

Media Television, to include any damages, judgements, costs, losses, liabilities, expenses, legal costs and/or excess charge or other incidental costs incurred by Virgin Media Television and its affiliates, successors and assigns as a result of any such claim.

8. LIABILITY

8.1. Virgin Media Television shall have no liability howsoever arising for any indirect or consequential loss or damage of any nature or for loss of profits, revenue or data, howsoever incurred or suffered by the Advertiser arising out of the performance or non-performance by Virgin Media Television. In no event shall Virgin Media Television's liability under this Agreement or related to its subject matter exceed EUR 1 million.

8.2. It is acknowledged and agreed that Virgin Media Television is subject to regulatory restraints. In the event that Virgin Media Television must alter or modify any Advertising Services to comply with regulatory requirements, it may do so without bearing any liability to Advertiser. Virgin Media Television shall use reasonable endeavours to give Advertiser not less than 24 hours prior written notice of any intended changes pursuant to regulatory requirements and shall endeavour only make such alterations or modifications to the minimum extent necessary in order to comply with the regulatory requirements.

9. EDITORIAL CONTENT

9.1. The Parties acknowledge and agree that subject to the provisions of this Agreement, Advertiser shall have control in regard to the content of the advertisement. Notwithstanding this right, Virgin Media Television shall have the right to refuse or cancel any advertisement that it determines in its sole discretion to be contrary to any relevant advertising rules, regulations, standards, codes and legislation in force from time to time.

9.2. Virgin Media Television reserves the right in its absolute discretion, to refuse to broadcast or distribute any advertisement without giving any reason and without

incurring any liability. In such event Advertiser shall not be liable to pay for any advertisement.

9.3. Advertiser shall deliver to Virgin Media Television, a detailed list of all copyright/licence material including full music details, whether specially composed or not, in particular the exact duration, composer, arranger, or publisher no later than ten (10) days prior to the date of intended broadcast.

9.4. Virgin Media Television reserves the right in its absolute discretion to do any act or thing in respect of the transmission of any advertisement or part thereof (including fading, editing or cutting thereof) which it finds to contain unsuitable Advertiser Content, or to conform to Virgin Media's legal, regulatory, contractual and/or time segment requirements. Virgin Media Television shall not incur any liability to Advertiser or any of its clients (where applicable) who shall have no claim whatsoever for damages or otherwise in respect of any alteration (or non-transmission) of any such advertisement or part thereof. Advertiser shall remain liable to Virgin Media Television in respect of any charges payable hereunder for such advertisements.

9.5. The Advertiser shall procure that all Advertiser Content including any creative material, whether provided by itself or its agents, shall comply with all technical requirements of Virgin Media Television and also all applicable law including but not limited to the Broadcasting Authority Acts 1960 – 2001, the Code of Standards for Broadcast Advertising and the Code of Advertising Standards for Ireland.

10. TERMINATION

10.1. Either party shall have the right (without prejudice to its other rights) to terminate this Agreement by notice in writing to the other party in any of the following events:

10.1.1. a liquidator (other than for the purpose of solvent amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the non-

terminating party or that party enters into an arrangement or composition with its creditors, or if it becomes unable to pay its debts within the meaning of Section 570 of the Companies Act 2014, or other circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to that party; or

10.1.2. the non-terminating party defaults in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within a reasonable time (and in any event not less than thirty (30) days).

10.2. Virgin Media Television shall also have the right (without prejudice to its other rights) to terminate this Agreement by notice in writing to the Advertiser in any of the following events:

10.2.1. the Advertiser fails to make any payment when it becomes due to Virgin Media Television and fails to remedy the breach within thirty (30) days as specified by the party in such notice so to do;

10.2.2. the Advertiser has provided Virgin Media Television with any false, inaccurate or misleading information for the purpose of obtaining Advertising Services (or any part thereof);

10.2.3. if in its reasonable opinion any Advertiser Content provided by or on behalf of Advertiser is in breach of any applicable law, code, standard, rule, regulation or applicable Virgin Media Television policy;

10.2.4. if there is a change of Control of the Advertiser; or

10.2.5. for convenience on 30 days' notice without penalty.

10.3. Upon termination of this Agreement for any reason, the Advertiser shall cease to make use of the Advertising Services, shall pay all Advertising Fees due and owing and shall return or destroy any confidential information in the Advertiser's possession.

11. DELIVERY

11.1. The Advertiser shall deliver or procure the delivery of the Advertiser Content to Virgin Media Television by the agreed

delivery date. The Advertising Content shall be fully edited, fully cut, scored and synchronized with English or Irish dialogue (as applicable), music and sound, completed and ready for exhibition and release, together with any materials specified in this Agreement.

11.2. Time shall be of the essence as regards delivery of the Advertiser Content by the agreed delivery date. The Advertiser Content delivered to Virgin Media Television hereunder shall be duplicate copies of the master and Virgin Media Television expressly disclaims liability for any damage or loss to any original master delivered by or on behalf of Advertiser to Virgin Media Television.

11.3. Virgin Media Television shall have the right to reject the Advertiser Content in the event that it contravenes any applicable law, broadcasting code or regulation.

11.4. If in Virgin Media Television's opinion the Advertiser Content is not physically suitable for exhibition, Virgin Media Television shall, within two (2) days of receipt of the Advertiser Content, give notice to the Advertiser of any defect. On notification the Advertiser shall promptly remedy such defect, or make timely substitution of a physically suitable print at its own cost not less than ten (10) days from the receipt of such notification.

11.5. In the event of Virgin Media Television rejecting the Advertiser Content under clause 11.3 or of the Advertiser's failing promptly to remedy any defect or failing to supply a substitute print satisfactory to Virgin Media Television under clause 11.4, Virgin Media Television may, in its sole discretion and without prejudice to any other claims or remedies it may be entitled to, terminate this Agreement in part only in relation to the relevant Advertising Content.

12. CONFIDENTIALITY AND DATA PROTECTION

Schedule 4 (Confidentiality and Data Protection) shall apply to this Agreement.

13. BREXIT

13.1. Without limitation, and notwithstanding any other provisions of this Agreement, Advertiser acknowledges and agrees that the departure of the United Kingdom of Great Britain and Northern Ireland from the European Union pursuant to the operation of Article 50 of the Treaty on the Functioning of the EU ("Brexit") is foreseeable and shall not give rise to any entitlement on the part of the Advertiser to adhere to the provisions of this Agreement.

address as such party shall communicate to the party giving the Notice.

15.2. Notices shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of hand delivery or post transmission.

15.3. The relevant addressee and address of each party for the purposes of this Agreement shall be as per the details provided in the Schedule of Terms or further updated in writing to the other party.

14. FORCE MAJEURE

14.1. If either party to this Agreement is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

14.2. Subject to 14.3 below, neither party to this Agreement shall be deemed to be in breach of any provision of this Agreement, or otherwise be liable in any way to the other, by reason of any delay in performance, or non-performance, of any of its obligations (excluding the Advertiser's obligation to pay the Advertising Fees) hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party hereto. Should an event of Force Majeure continue for a period of sixty (60) days or more, then either of Virgin Media Television or Advertiser shall be entitled to terminate this Agreement forthwith by notice in writing.

14.3. Clause 14.2 above shall not apply in respect of Advertiser's obligation to comply with the relevant provisions of the Data Protection Legislation and any directions issued by the Office of the Data Protection Commissioner in carrying out its obligations under this Agreement, set out in clause 12.

15. NOTICES

15.1. Notices (a "Notice") given in connection with this Agreement shall be:

15.1.1. in writing; and

15.1.2. delivered by hand or sent by registered post to the address of the party to which the Notice is being given or to such other

16. GENERAL TERMS

16.1. Each party shall be responsible for paying its own costs and expenses incurred in the negotiation, preparation and execution of this Agreement.

16.2. Neither party shall offer or give or agree to give any person employed by or connected with the other party any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement.

16.3. Any modification of this Agreement shall be effective only if agreed in writing and signed by all parties and the intention to amend this Agreement is clearly expressed.

16.4. This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. This Agreement is not effective until each party has executed at least one counterpart. The Parties may sign this Agreement electronically. Parties agree that their electronic signature is the legal equivalent of their manual signature on this Agreement and consent to be legally bound by this Agreement's terms and conditions. Parties also agree that no certification authority or other third party verification is necessary to validate their electronic signature and that the lack of such certification or third party verification

will not in any way affect the enforceability of such signature or any resulting contract between them. Parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on its execution hereof by electronic means or the delivery of such executed counterparts by electronic delivery, as applicable.

- 16.5. The relationship between the parties is that of independent contractors and nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of Employer and Employee between the parties.
- 16.6. No party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party shall be entitled, to sub-contract, assign or otherwise transfer this Agreement (including any benefit or obligation under it) to any other company which is under common ownership with the transferring party with the prior consent of the other party (not to be unreasonably withheld or delayed).
- 16.7. All sums payable under this Agreement are exclusive of any value added tax that may be payable by either party. Invoices will include value added tax at the relevant rate on the date of invoicing.
- 16.8. The provisions of this Agreement that by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement, will so survive. Without limiting the generality of the foregoing, the parties specifically agree that the following provisions will survive: clause 7 (Warranties), 8 (Liability), 12 (Confidentiality and Data Protection),

Special Condition and 16.13 (Governing Law and Jurisdiction).

- 16.9. If the whole or any part of any provision of this Agreement is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of any other provisions.
- 16.10. No waiver by a party of any breach of another's obligations shall constitute a waiver of any other prior or subsequent breach and no party shall be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation.
- 16.11. This Agreement which includes all its sections and schedules comprises the entire agreement between the parties in respect of its subject matter and supersedes all (whether oral or written) previous statements made by any party and all previous agreements.
- 16.12. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty, statement, expression of opinion, or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or under the common law are hereby excluded to the fullest extent permitted by law.
- 16.13. This Agreement shall be governed and construed in accordance with law for the time being in force in the Republic of Ireland and each of the parties hereby submits to the exclusive jurisdiction of the courts of the Republic of Ireland.

SCHEDULE 4

Confidentiality and Data Protection

1. Neither party hereto shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights hereunder Provided That this obligation shall not apply to Confidential Information which:
 - 1.1. the receiving party can prove was already in its possession at the date it was received or obtained; or
 - 1.2. the receiving party obtains from some other person without any breach of confidentiality; or
 - 1.3. comes into the public domain otherwise than through the default or negligence of the receiving party or which is independently developed by or for the receiving party; or
 - 1.4. the receiving party is under a statutory obligation to disclose to a government body, agency or regulatory body.
2. Each party shall ensure that its employees, agents and sub-contractors are bound by an undertaking in substantially the same terms as contained in paragraph 1 above.
3. Each party agrees to comply with the relevant provisions of the Data Protection Legislation and any directions issued by the Office of the Data Protection Commissioner in carrying out its obligations.
4. The Advertiser shall:
 - 4.1. only process Virgin Media Television Data in compliance with, and shall not cause itself or Virgin Media Television to be in breach of, the Data Protection Legislation;
 - 4.2. only process Virgin Media Television Data on the documented instructions of Virgin Media Television and otherwise as necessary to perform its obligations under this Agreement or as required by law (provided that the Advertiser first informs Virgin Media Television of the legal requirement and always in compliance with the Data Protection Legislation);
 - 4.3. comply with any request from Virgin Media Television requiring the Advertiser to amend, transfer or delete Virgin Media Television Data or restrict the processing of same as soon as possible;
 - 4.4. take all reasonable steps to ensure the reliability of any staff who may have access to Virgin Media Television Data and ensure such staff are subject to appropriate obligations of confidentiality and at all times act in compliance with the Data Protection Legislation and the obligations of paragraphs 3 and 4 of this schedule;
 - 4.5. implement all appropriate technical and organisational measures to ensure security of Virgin Media Television Data including protection against unauthorised or unlawful processing (including without limitation unauthorised or unlawful disclosure of, access to and/or alteration of Virgin Media Television Data) and against accidental loss, destruction or damage of or to it. Such measures shall ensure best practice security, and be compliant with the Data Protection Legislation at all times;
 - 4.6. implement appropriate technical and organisational measures to provide Virgin Media Television with co-operation and assistance in complying with any data subject rights under GDPR received by, or on behalf of, Virgin Media Television;
 - 4.7. not transfer and/or disclose any Virgin Media Television Data to any other party (including cloud computing service providers, or contractors) without the prior written consent of Virgin Media Television. For the avoidance of doubt, the Advertiser shall enter into a written agreement with all third parties approved by Virgin Media Television under this paragraph 4 containing obligations on such third party which are equivalent and no less onerous than those set out in this Agreement. The Advertiser agrees that it shall remain liable to Virgin Media

Television for any breach of the terms of this Agreement by any sub-contractor it appoints in accordance with this paragraph;

- 4.8. not transfer any Virgin Media Television Data to any country or territory outside the European Economic Area (**EEA**) or to any international organisations without obtaining the express prior written consent of Virgin Media Television;
- 4.9. notify Virgin Media Television immediately in writing if it becomes aware of any unauthorised or unlawful processing, disclosure of, or access to, Virgin Media Television Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Virgin Media Television Data (a **Data Breach**) and provide Virgin Media Television, as soon as possible, with complete information relating to a Data Breach, including, without limitation, the nature of the Data Breach, the nature of the personal data affected, the categories and number of data subjects concerned, the number of personal data records concerned, measures taken to address the Data Breach and the possible consequences and adverse effect of the Data Breach. The Advertiser shall maintain a log of Data Breaches including facts, effects and remedial action taken. The Advertiser, at its own cost, shall take all steps to restore, re-constitute and/or reconstruct any Virgin Media Television Data which is lost, damaged, destroyed, altered or corrupted as a result of a Data Breach as if they were the Advertiser's own data and with all possible speed and shall provide Virgin Media Television with all reasonable assistance in respect of any such Data Breach. The Advertiser shall also provide all reasonable assistance to Virgin Media Television in relation to Virgin Media Television's compliance with Articles 32-36 of the GDPR Regulation;
- 4.10. The Advertiser shall not and shall ensure that no third party appointed by the Advertiser to assist in the provision of the Advertising Services shall dispose, re-assign or re-use any equipment or any electronic, magnetic or other medium which is or has been used to store Virgin Media Television Data or any other data that has been generated, obtained, held, used or stored for the purposes of this Agreement without ensuring that such data has been entirely removed, or otherwise obliterated;
- 4.11. permit Virgin Media Television, or a third-party auditor acting under Virgin Media Television's direction, to conduct, at Virgin Media Television's cost, data privacy and security audits, assessments and inspections concerning the Advertiser's data security and privacy procedures relating to the processing of Virgin Media Television Data, its compliance with this Agreement and the Data Protection Legislation. Virgin Media Television may, in its sole discretion, require the Advertiser to provide evidence of the Advertiser's compliance with these procedures in lieu of conducting such an audit, assessment or inspection;
- 4.12. on termination or expiry of the Agreement, for whatever reason, cease all use of Virgin Media Television Data and shall, at its own expense and on Virgin Media Television's election, either destroy all Virgin Media Television Data or transfer all Virgin Media Television Data to Virgin Media Television or a nominated third party (in a mutually agreed format);
- 4.13. on request of Virgin Media Television, promptly provide written information regarding the technical and organisational measures which the Advertiser has implemented to safeguard Virgin Media Television Data.

5. Data protection indemnity

The Advertiser shall, immediately on demand, fully indemnify Virgin Media Television and keep Virgin Media Television fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including direct and indirect losses and loss of profits), actions, proceedings and liabilities of whatsoever nature arising from or incurred by Virgin Media Television or its affiliates in connection with any failure of the Advertiser or any third party appointed by the Advertiser to comply with the provisions of this Agreement and/or Data Protection Legislation in respect of its processing of Virgin Media Television Data.