DATED: 18/09/25

(1) LONDONIST

and

(2) UNITED STUDENT MANAGEMENT LIMITED

REFERRAL FEE AGREEMENT

THIS AGREEMENT is made on 18/09/25

BETWEEN

1. LONDONIST (company number **08392889**), whose registered address is 5 Great James Street, London, England, WC1N 3DB hereinafter referred to as the "**Agent**"; and

2. **UNITED STUDENT MANAGEMENT LIMITED** (company number **08422304**) incorporated under the laws of England whose registered address is Kings House, 174 Hammersmith Road, London, England, W6 7JP, hereinafter referred to as the "**Landlord**",

together the "**Parties**" and each a "**Party**".

RECITALS

A The Agent is an accommodation booking agent for students looking for accommodation whilst pursuing university education. The Landlord operates student accommodation facilities and wishes to obtain referrals from the Agent.

B The Agent and the Landlord wish to enter into this Agreement to regulate the arrangement for the Agent to refer students to the Landlord with a view to those students occupying the Properties.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases have the following meanings:

"**Agent's Invoice**" is defined in clause 6.2.

"**Amended Invoice**" is defined in clause 6.3.2.

"**Anti-Corruption Laws**" is defined in clause 7.1.

"Anti-Corruption Principles" is defined in Appendix 2.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in the United Kingdom, on which banks are open in London for general commercial business.

"**Cessation Request**" is defined in clause 2.3.

"**Commission**" means the fee payable by the Landlord to the Agent in respect of a Complete Booking, calculated in accordance with Appendix 1.

"**Complete Booking**" means a booking by a Referred Student:

- which has not been previously received by the Landlord either directly or through any other channel;
- made via the AXO Student Online Booking Service; and
- in respect of which a Referred Student has:

- entered into a Tenancy Agreement with the Landlord for a minimum of 16 weeks;
- paid the required deposit;
- paid the relevant first instalment of rent or rent in total if no UK based guarantor is provided, in accordance with the terms of the applicable Tenancy Agreement; and
- taken up occupancy of the residence allocated by the Landlord to such Referred Student.

"**Confidential Information**" means any information supplied by either Party to the other party, whenever and in whatever form, in connection with this Agreement, including any information:

- of a confidential nature relating to the business or prospective business plans or internal affairs of the other Party; and
- in respect of information supplied by the Landlord, the details, and any Personal Data relating to, any Referred Students.

"**Data Protection Legislation**" means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a supervisory authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 1998 and the General Data Protection Regulation.

"**Data Subject**" has the meaning given to it in Data Protection Legislation.

"**Effective Date**" means 18/09/25.

"**General Data Protection Regulation**" means Regulation 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any successor laws arising out of the withdrawal of a member state from the European Union.

"**Invoice Amendment Request**" is defined in clause 6.3.2.

"**Monthly Booking Summary**" means a password-protected excel spreadsheet containing, in respect of a relevant calendar month, the details of each Complete Booking made in that month, including the booking reference number alongside the relevant Referred Student's name, email address, chosen city and Property.

"**Personal Data**" has the meaning given to it in Data Protection Legislation.

"**Processor**" has the meaning given to it in Data Protection Legislation.

"**Properties**" means the Landlord's sites listed in Appendix 1, and Property shall be construed accordingly.

"**Public Official**" is defined in Appendix 2.

"**Referred Student**" means a student who is first referred to the Landlord by the Agent with the intention that he or she will occupy a Property.

"Room Type" means the Landlord's room types listed in Appendix 1.

"**Supervisory Authority**" has the meaning given to it in Data Protection Legislation (and in any case includes the UK Information Commissioner).

"**Supplied Materials**" is defined in clause 5.1.1.

"**Surviving Provisions**" means clauses 3 (*Consequences of Termination*), 7 (*Compliance with Laws*), 10 (*Confidentiality*), 11 (*Limitation of Liability*), 12 (*Costs*), 13 (*Notices*), 14 (*Legal Relationship*), 15 (Whole Agreement), 16 (*Waiver*), 19 (*Invalid Terms*) 20 (*No Third Party Enforcement*) and 21 (*Governing Law and Jurisdiction*).

"**Tenancy Agreement**" means an assured shorthold tenancy agreement.

"**Terms and Conditions**" means the document entitled "T & Cs of Online Booking Service" available on the AXO Student Online Booking Service.

"**Yearly Fee**" means, in respect of a calendar year, the aggregate amount of Commission due from the Landlord to the Agent in respect of all Complete Bookings made in that calendar year.

2. TERM & TERMINATION

2.1. This Agreement shall commence on the Effective Date and applicable for the academic year 25/26 (1/9/25-31/8/26) and 26/27 (1/9/26-31/8/27) only (the "Term") unless terminated in accordance with clause 2.2.

2.2. Either Party shall be entitled to terminate this Agreement at any time by providing the other Party with one (1) weeks' prior notice.

2.3. The Landlord may, at any time during the Term, request that the Agent cease referring students to any property and its room type ("**Cessation Request**"). Upon receipt of a Cessation Request, the Agent shall cease referring students to the relevant property and room type with immediate effect.

3. CONSEQUENCES OF TERMINATION

3.1. On termination or expiry of this Agreement:

3.1.1. subject to any rights or obligations that have accrued before termination or expiry (as applicable) and clauses 3.2 and 3.3, neither Party shall have any further obligation to the other Party for this Agreement; and

3.1.2. subject to clause 7, and except to the extent required for the performance of its remaining obligations under this Agreement, each Party shall (and shall procure that its affiliates shall):

- return or deliver to the other Party all records and documents; and
- expunge all data from any system in its possession or control or that of any of its affiliates,

in each case containing Confidential Information of the other Party, or, at the other Party's direction, shall destroy it, and certify that the destruction has taken place. The Party returning, expunging or destroying the Confidential Information may retain a copy of the Confidential Information for the purposes of, and so long as required by, any applicable law, court or regulator or its internal compliance procedures.

3.2. Termination or expiry of this Agreement shall not release either party from any liability that has already accrued to the other party at termination or expiry.

3.3. The Surviving Provisions shall survive termination or expiry of this Agreement.

4. APPOINTMENT AND OBLIGATIONS

4.1. The Agent shall:

4.1.1. use all reasonable endeavors to:

- promote the Properties to students seeking accommodation for their period of study in the United Kingdom with all due care and diligence;
- persuade potential students who show interest in one of the Properties to occupy accommodation in that Property during their period of study;
- assist the students in completing their registration on the AXO Student Online Booking Service and shall refer any problems or issues encountered with the registration process on the AXO Student Online Booking Service directly to the Landlord;
- obtain and provide the Landlord with additional information required by the Landlord in relation to any Referred Student or Complete Booking on the Landlord's request as soon as practicable; and
- ensure that the student fulfils his or her obligations pursuant to the Terms and Conditions.

4.1.2. process a booking with any Referred Student via the AXO Student Online Booking Service, including by ensuring that the relevant student has completed the booking by paying a deposit and entering payment card details; and

4.1.3. on the last day of each calendar month (and, if such day is not a Business Day, the next Business Day following the last day of the relevant calendar month) during the Term supply the Landlord with a Monthly Booking Summary, which will include the relevant Referred Student's booking reference number.

4.2. In no circumstances shall the Agent purport to have authority to make any commitments or enter into contracts on behalf of the Landlord or to otherwise represent the Landlord.

5. INFORMATION AND COOPERATION

5.1. The Landlord:

5.1.1. may, at its own discretion, provide the Agent with any relevant advertising materials, promotional literature and information relating to the Landlord's Properties (the "**Supplied Materials**"); and

5.1.2. shall use all reasonable endeavors to ensure that the Agent is informed of the current availability of rooms at the Landlord's Properties.

5.2. The Agent shall:

5.2.1. display the Supplied Materials (in the same form in which they are provided and without making any alterations to those materials)

at its physical premises and/or on its websites as it, acting reasonably, considers most appropriate;

5.2.2. comply with reasonable and lawful instructions of the Landlord from time to time concerning the marketing of the Properties; and

5.2.3. cooperate with the Landlord in relation to any requests made by the Landlord in the interest of improving the efficiency of the cooperation between the Parties.

6. COMMISSION

6.1. The Landlord shall pay to the Agent the Yearly Fee in accordance with this clause 6.

6.2. The Agent shall submit to the Landlord one invoice for all Complete Bookings made in the preceding calendar year no later than on November 1st of each year (each an "**Agent's Invoice**").

6.3. The Landlord shall verify the invoice supplied by the Agent by cross-checking the Agent's Invoice with: (i) the Monthly Booking Summaries provided by the Agent in respect of the relevant calendar year in relation to which the invoice relates; and (ii) its own student registration records (including those generated via the AXO Student Online Booking Service) and:

6.3.1. provided that the Landlord's cross-checking exercise confirms that the Agent's Invoice is accurate, the Landlord shall settle the Agent's Invoice as soon as reasonably practicable and usually within 30 days of its receipt; and

6.3.2. if there are any discrepancies arising from the Landlord's cross-checking exercise:

- the Landlord shall, within 20 days of its receipt of the Agent's Invoice, notify the Agent of these discrepancies and request that the Agent prepare an amended invoice reflecting the amounts that the Landlord considers due to the Agent (an "**Invoice Amendment Request**"); and
- the Agent shall provide a version of the invoice amended in accordance with the Landlord's comments (the "**Amended Invoice**") within 5 days of its receipt of the Invoice Amendment Request. Provided that the Landlord is satisfied that such amended invoice is accurate, the Landlord shall settle the Amended Invoice as soon as reasonably practicable and usually within 30 days of its receipt.

7. COMPLIANCE WITH LAWS

7.1. The Agent shall comply with all applicable laws in connection with this Agreement.

7.2. Subject to clause 7.1, the Agent shall notify the Landlord of any material regulatory or compliance issues arising under this Agreement of which it becomes aware, and shall co-operate in good faith with the Landlord to resolve those issues.

7.3. Without prejudice to clauses 7.1 and 7.2, the Agent shall at all times:

7.3.1. comply, and ensure that its employees, officers, agents, sub-contractors, representatives and affiliates comply, with all

applicable laws, statutes and regulations relating to bribery and corruption ("**Anti-Corruption Laws**") and ensure that it does not act in such a way that could be construed as a violation of any applicable Anti-Corruption Laws. In particular, the Agent acknowledges that it is aware of, and agrees to comply with, the UK Bribery Act, and any other applicable laws and regulations relating to bribery and corruption. In this clause 7, the words bribery and corruption include any behavior that would be a breach of any of this legislation;

7.3.2. comply, and shall ensure that its employees, officers, agents sub-contractors, representatives and affiliates comply with the Anti-Corruption Principles set out in Appendix 2 and any amendments thereto; and

7.3.3. immediately notify the Landlord if it becomes aware of any (i) actual or suspected breach of clauses 7.3.1 or 7.3.2; and/or (ii) other actual or suspected breach of anti-bribery and corruption laws, or regulations by a third party, which is directly or indirectly relevant to this Agreement.

7.4. In fulfilling its duties under this Agreement, the Agent shall not, without the Landlord's prior written consent, appoint or otherwise use any third party to perform services on the Landlord's behalf unless it reasonably believes that such party will comply substantively with the obligations imposed in this clause 7.

8. DATA PROTECTION

To the extent that the performance of the Agent's obligations under this Agreement (including any supporting or ancillary activities) involves processing Personal Data on behalf of the Landlord and the Data Protection Legislation applies to that processing, the Agent shall, in its capacity as Processor, comply with the provisions set out in Appendix 3 (Data Protection Provisions).

9. ASSIGNMENT

9.1. Subject to clause 9.2, the Landlord may assign, transfer, charge, sub-contract or otherwise deal with any of its rights or obligations under this Agreement.

9.2. If the Landlord assigns, transfers, charges, sub-contracts or otherwise deals with any of its rights or obligations under this Agreement, then:

9.2.1. the Agent shall have no greater liability under this Agreement than it would otherwise have had;

9.2.2. the Landlord shall notify the Agent as soon as practicable after the assignment, transfer, charge, sub-contracting, dealing, together with full particulars of the assignee, transferee, sub-contractor or chargee; and

9.2.3. the Agent shall, on request from the Landlord, execute any agreement or other instrument (including any supplement or amendment to this Agreement) that may be required to give effect to or perfect the assignment, transfer, sub-contracting or charge.

9.3. The Agent may not assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement or sub-contract the performance of any of its obligations under this Agreement.

10. CONFIDENTIALITY

10.1. Each Party shall:

10.1.1. hold Confidential Information in confidence;

10.1.2. not disclose any Confidential Information to any third party; and

10.1.3. use the Confidential Information only for the purpose of exercising or performing that Party's rights and obligations under this Agreement.

10.2. Clause 10.1 shall not apply to Confidential Information to the extent that:

10.2.1. the Confidential Information is required to be disclosed by law;

10.2.2. the Confidential Information is required to be disclosed so that the receiving Party can fulfil its obligations under this Agreement;

10.2.3. the Confidential Information was already in the public domain when it was first made available to or received by the receiving Party;

10.2.4. the Confidential Information subsequently enters the public domain, other than through breach of clause 10.1; or

10.2.5. other than in respect of Confidential Information which constitutes details of the Referred Students, written records show that, when the Confidential Information was first made available to the receiving Party, it was already in the lawful possession of the receiving Party.

10.3. Each Party shall disclose Confidential Information as permitted by this clause 10 only if it is reasonably required and, in the case of disclosures under clauses 10.2.1 and 10.2.2, only if the Party to whom the disclosure is made is informed of the confidential nature of the Confidential Information and acknowledges that it is subject to a duty of confidentiality on substantially the same terms as this clause 10.

10.4. Subject to clause 10.6, if this Agreement terminates, the receiving Party shall, within 20 days after receiving a written request by the disclosing Party:

10.4.1. destroy, or return to the disclosing Party, all copies of any document that contains any Confidential Information;

10.4.2. take reasonable steps to erase the Confidential Information from any computer or other digital device on which it is held; and

10.4.3. appoint one of its authorised officers to supervise the steps contemplated in clauses 10.4.1 and 10.4.2, and to certify in writing to the disclosing Party that they have been carried out.

10.5. For the purposes of clause 10.4, "**document**" includes any material prepared by or on behalf of either Party.

10.6. Each Party may retain any Confidential Information to the extent required, and for the time period specified, by any applicable Law, including the rules of a professional body.

10.7. The provisions of this clause 10 shall survive termination or expiry of this Agreement.

11. LIMITATION OF LIABILITY

11.1. Notwithstanding any other provision of this Agreement, neither Party shall be in breach of, or under any liability to make any payment to the other Party in respect of, this Agreement to the extent that the breach or payment obligation arises as a result of any breach by the other Party of its obligations under this Agreement.

11.2. The Landlord shall not be liable to the Agent for:

11.2.1. any loss of profits, revenue, use, contracts, business, anticipated savings, goodwill or reputation, or loss of, or damage to, data, in each case whether direct or indirect;

11.2.2. any costs that are not reasonably foreseeable or any loss or damage of any kind that is, in either case, indirect or consequential; or

11.2.3. any other loss or damage to the extent such loss or damage can be excluded under applicable law,

in each case, whether in contract, tort (including negligence), or otherwise, that arise under or in connection with this Agreement.

11.3. The limitations in clause 11.2 shall not apply to:

11.3.1. liability for death or personal injury caused by the relevant party's negligence;

11.3.2. liability for fraud or fraudulent misrepresentation;

11.3.3. deliberate repudiatory breach; or

11.3.4. any other liability that cannot be excluded by law.

12. COSTS

Each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement.

13. NOTICES

13.1. Any notice given by one Party to the other Party under or in relation to this Agreement shall be in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, email, registered post or courier.

13.2. A notice shall be effective upon receipt and shall be deemed to have been received: (i) at the time of delivery, if delivered by hand, registered post or courier; or (ii) at the time of transmission, if delivered by email. Where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following Business Day.

13.3. The addresses and email addresses of the parties for the purpose of clause 13.1 are:

LONDONIST	ADDRESS: 5 Great James Street, London, England, WC1N 3DB	EMAIL ADDRESS: UMANG@LONDONIST.CO.UK

FOR THE ATTENTION OF: Umang Gandecha — Executive Director

UNITED STUDENT MANAGEMENT LIMITED	ADDRESS: Kings House, 174 Hammersmith Road, London, England, W6 7JP	EMAIL ADDRESS: PRIYA.CROOK@AXOSTUDENT.CO.UK

FOR THE ATTENTION OF: PRIYA CROOK

13.4. Each party shall notify the other party in writing of a change to its details in clause 13.3 from time to time.

14. LEGAL RELATIONSHIP

Nothing in this Agreement shall constitute a partnership between the parties nor make either party the agent of the other party for any purpose.

15. WHOLE AGREEMENT

15.1. This Agreement sets out the whole agreement between the Parties in respect of the subject matter of this Agreement and supersedes any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to its subject matter.

15.2. If there is any conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail to the extent of the inconsistency unless:

15.2.1. the other agreement expressly states that it overrides this Agreement in the relevant respect; and

15.2.2. the parties:

- are also parties to that other agreement; or
- expressly agree in writing that the other agreement overrides this Agreement in that respect.

16. WAIVER

No failure by the Landlord to exercise, or delay in exercising, any right under this Agreement or provided by law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right by the Landlord under this Agreement or provided by law shall not preclude any further exercise of it by the Landlord.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment shall be an effective mode of delivery.

18. VARIATIONS

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of all of the Parties to it.

19. INVALID TERMS

19.1. Each of the provisions of this Agreement is severable.

19.2. If and to the extent that any provision of this Agreement:

19.2.1. is held to be, or becomes, invalid or unenforceable under the law of any jurisdiction; but

19.2.2. would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 19.2.

20. NO THIRD PARTY ENFORCEMENT

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

21. GOVERNING LAW AND JURISDICTION

21.1. This Agreement and any matter arising from or in connection with it will be governed by and construed in accordance with English law.

21.2. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement and waives any objection to the exercise of that jurisdiction.

This Agreement is signed by authorised representatives of the parties:

SIGNED	)	SIGNATURE: PRIYA CROOK
for and on behalf of	)	
UNITED STUDENT MANAGEMENT LIMITED	)	NAME: PRIYA CROOK_

SIGNED	)	SIGNATURE:
for and on behalf of	)	
LONDONIST	)	NAME:

Appendix 1

The table below sets out the Commission payable in respect of a booking at each Property:

Property	Room Type	Commission	Minium Contract Length
AXO ISLINGTON	Bronze Ensuite	15%	39 Weeks *Minimum contract length is subject to change.
AXO OXFORD CIRCUS	All Studios	15%	39 Weeks *Minimum contract length is subject to change.
AXO NEW CROSS	Silver Ensuite High Floor	15%	39 Weeks *Minimum contract length is subject to change.
	Silver Ensuite Accessible	15%	39 Weeks *Minimum contract length is subject to change.
AXO WATERLOO	All Room types	15%	39 Weeks *Minimum contract length is subject to change.
AXO CAMDEN	Bronze Studio	15%	39 Weeks *Minimum contract length is subject to change.
	Bronze Studio Deluxe	15%	39 Weeks *Minimum contract length is subject to change.
AXO PARADISE STUDENT VILLAGE	All Room Types	15%	39 Weeks *Minimum contract length is subject to change.
AXO SHERBOURNE STUDENT VILLAGE	All Studios	15%	39 Weeks *Minimum contract length is subject to change.

Appendix 2

Anti-Corruption Principles

The Landlord has a zero tolerance of bribery and corruption in any form and is committed to carrying on business in accordance with the highest ethical standards. The Landlord also expects any persons who act on its behalf to carry on business in an ethical manner.

The Landlord's Anti-Corruption Principles are as follows:

1. The offering, promising, giving, soliciting or accepting of any form of bribe is prohibited.

2. Making payments to officials to facilitate or expedite a routine governmental action (known as facilitation payments) is prohibited.

3. All gifts and hospitality must be reasonable, transparent and for a genuine business purpose.

4. Particular care must be taken when dealing with any Public Official. All such dealings must be appropriate and legal.

5. The making of political donations is prohibited as a matter of principle.

6. Charitable donations, social investments or sponsorships must never be used as a means of disguising bribery.

7. Any real or perceived conflict of interest between private interests and the performance of duties to the Landlord must be disclosed.

8. Fraud, theft or making false or misleading statements of any sort are unacceptable.

9. All company records must be accurately maintained.

"**Public Official**" includes (i) any person, whether elected or appointed, in any branch of national, local or municipal government; (ii) any political party official or any candidate for public office; (iii) any officer or employee who exercises a public function for any public agency or public enterprise (which includes, for the avoidance of doubt, state-owned or state-controlled educational institutions); or (iv) any official or agent of a public international organisation.

Appendix 3

Data Protection Provisions

The Agent shall:

1. process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified by the Agreement and in accordance with the Landlord's documented instructions, including with regard to transfers of Personal Data outside the European Economic Area (or the UK) or to an international organisation, unless the Agent is otherwise required to process Personal Data by European Union, European Union member state and/or UK law to which the Agent is subject; in which case the Agent shall immediately inform the Landlord of that legal requirement before processing (unless prohibited from doing so by that law on important grounds of public interest);

2. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks for the rights and freedoms of individuals concerned, implement all technical and organisational measures necessary to ensure a level of security appropriate to the risk in order to ensure that Personal Data is protected against loss, destruction or damage, and unauthorised or unlawful processing. Such measures may include: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

3. only disclose Personal Data to its employees or those of its agents or sub-contractors who are subject to binding confidentiality obligations in respect of Personal Data (and whose use of that Personal Data relates to their job function). The Agent shall take reasonable steps to ensure the reliability of the individuals to whom it discloses Personal Data (including by giving them appropriate training in data protection, security and confidentiality of Personal Data) and shall ensure that those individuals only process the Personal Data on instructions from the Landlord (unless otherwise required to do so by European Union, Member State or UK law);

4. make available to the Landlord all information necessary to demonstrate compliance with Data Protection Legislation and allow for and contribute to audits of its data processing facilities, procedures, records and documentation which relate to the processing of Personal Data, including inspections (on reasonable written notice) by the Landlord, its auditors or agents or any Supervisory Authority.

5. only engage another Processor (a "**Sub-Processor**") with the Landlord's prior written authorisation and by entering into a legally binding written agreement that places the same data protection obligations as those set out in this Deed on the Sub-Processor, provided that if the Sub-Processor fails to fulfil its data protection obligations the Agent shall remain fully liable to the Landlord for the performance of the relevant Sub-Processor's obligations;

6. assist the Landlord in ensuring compliance with the Landlord's security, data breach notification, impact assessment and supervisory authority consultation obligations under Data Protection Legislation, taking into account the nature of processing and information available to the Agent;

7. maintain a written record of all categories of processing activities carried out on behalf of the Landlord, containing all information required under Data Protection Legislation, and make this record available on request to the Landlord or any relevant European Union or Member State supervisory authority (and/or its UK equivalent);

8. on the Landlord's request, adhere to any applicable code of conduct or certification method approved under the General Data Protection Regulation;

9. take any further action and execute any further documents and amendments to this Deed as may, in the Landlord's reasonable opinion, be required to comply with Data Protection Legislation;

10. promptly carry out any request from the Landlord requiring the Agent to amend, transfer, copy or delete any Personal Data in a format and on media reasonably specified by the Landlord; and

11. notify the Landlord, and shall procure that its agents and sub-contractors notify the Landlord:

    a. promptly of any requests received from a Data Subject exercising his or her rights under Data Protection Legislation and, taking into account the nature of the processing, assist the Landlord by appropriate technical and organisational measures with fulfilling its obligations in respect of that Data Subject under Data Protection Legislation (including responding to any subject access requests or requests from a Data Subject for access to, rectification, erasure or portability of Personal Data relating to them);

    b. immediately on becoming aware of any actual, suspected or threatened loss, leak or unauthorised processing or disclosure of any Personal Data. The Agent accepts and acknowledges that the Landlord shall direct, in its sole discretion, any and all steps and measures taken to remedy a breach by the Agent under Data Protection Legislation, including but not limited to any communications with regulatory bodies. The Agent agrees not to act in any way upon such disclosure without the prior written consent of the Landlord;

    c. immediately upon receipt of a notice from any Supervisory Authority, which relates directly or indirectly to the processing of Personal Data and shall cooperate on request with that Supervisory Authority; and

    d. promptly if any Personal Data in the possession and/or control of the Agent is lost, corrupted or rendered unusable for any reason, and restore such Personal Data including by using its back up and/or disaster recovery procedures, at no cost to the Landlord.