

Guinness Storehouse - Booking Terms and Conditions for Tour Operators (the "Customers")

This Agreement is entered into on: [●]

Between:

- (1) **Guinness Storehouse Limited** a company registered in Ireland (registered number 209698) having its registered office at St James's Gate, Dublin 8 ("**GSH**"); and
- (2) [●] a company registered in [●] (registered number [●]) having its registered office at [●] (the "**Customer**")

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

Background

- (A) GSH is in the business of providing tour experiences at the Guinness Storehouse and Roe & Co Distillery in Dublin ("**GSH Experience(s)**").
- (B) Subject to the terms of this Agreement, GSH agrees to sell to the Customer tickets for the GSH Experiences for onward sale to End Customers (as defined below) as part of an inclusive tour package ("**Tickets**").

"**Premium Experiences**" has the meaning given to it in Clause 2.5.

- 1.2 a person includes a legal person (such as a limited company) as well as a natural person;
- 1.3 the words "include" and "including" shall be construed without limitation;
- 1.4 any reference to an enactment of legislation includes any subordinate legislation made from time to time under it and is to be construed as references to that enactment as from time to time amended or modified or any enactment replacing it; and
- 1.5 the headings in this Agreement are for ease of reference only and shall be disregarded in construing or interpreting the Agreement.

1. Definitions and interpretation

- 1.1 In this Agreement the terms below shall have the following meaning:

"**Commencement Date**" is defined in Schedule 1;

"**Customer**" means the entity signed up to this Agreement which is in the business of purchasing GSH Experience and Premium Experiences] and other tour tickets for onward sale to End Customers, or to third party companies for their onward sale to End Customers;

"**End Customers**" means the individual customers who purchase tickets from the Customer or third party company (as applicable), in accordance with the terms of this Agreement, in order to attend a GSH Experience;

"**GSH Booking Terms**" means the GSH terms and conditions applicable to the sale of GSH Experiences, [made available](#) on the GSH website and [Roe & Co Distillery](#) website, and updated from time to time; and

2. Tickets and Compliance

- 2.1 This Agreement covers the sale of Tickets to the GSH Experience(s) and related Premium Experiences only. The Customer acknowledges and agrees that it excludes bookings for catering, room hire, retail store purchases and gift voucher payments (save that Tickets are inclusive of a self-guided tour and a pint of GUINNESS® (for those over 18 years old only) or a soft drink).
- 2.2 GSH shall make the Tickets available to the Customer via its trade portal. Access to such trade portal may be gained through following the steps required in Clause 3.2. GSH reserves the right to amend the quantity of Tickets available at any given time.

2.3 The Customer shall ensure it is clear to End Customers that all GSH Experiences are subject to the GSH Booking Terms, and make (or procure that a third party makes) those terms available and clearly accessible prior the point of booking.

2.4 The Customer shall make it clear during and after the booking process that Tickets must be presented either in hard copy or digital format upon the End Customer's arrival at the GSH Experience, to be exchanged for a ticket issued by GSH.

2.5 GSH Experiences for adults ages 18 or over that go above and beyond standard entrance to the GSH Experience (for example, through the inclusion of a guided tour, optional add-on or upgraded offerings provided by GSH, including the Stoutie Experience, Guinness Academy, Connoisseur Experience, and Brewery Experience) as set out in Schedule 1 and/or as notified by GSH to the Customer from time to time are available at an additional charge ("**Premium Experiences**"), and are subject to availability. The Customer may email sales@guinnessstorehouse.com to ask for more information and availability if it would like to sell Premium Experiences. The Customer acknowledges and agrees that Premium Experiences can only be booked prior to the date the End Customer intends to attend the Premium Experience.

2.6 The Customer may issue Tickets to its End Customers under the terms of this Agreement.

2.7 The Customer shall comply with all applicable laws, enactments, orders, regulations, rules, and codes of practice (including but not limited to the Package Holidays and Travel Trade Act 1995 and any regulations thereunder) and will ensure that its staff are familiar with the same.

2.8 At all times, the Customer shall (and shall ensure that any third party it contracts with under the terms of this Agreement):

(i) shall conduct its activities under this Agreement with all due care; and

(ii) comply (and procure that its employees and contractors comply) with Diageo's codes and policies, made available [here](#).

2.9 At all times, the Customer shall remain liable for any act or omission of any third party to whom it has sold Tickets to for onward sale to End Customers under the terms of this Agreement.

3. Bookings and Blackout Dates

3.1 All visits must be pre-booked in advance by the End Customer via the trade portal.

3.2 The Customer shall contact GSH to create a company profile on such trade portal by emailing: sales@guinnessstorehouse.com prior to selling any Tickets to End Customers for GSH Experiences.

3.3 GSH will communicate via the trade platform, email or rate card a recommended retail price for Tickets ("**Rack Rate**"), but the Customer is at all times free to set its own retail price in selling the Tickets to End Customers.

3.4 GSH shall charge the Customer the aggregate retail price (or value) (inclusive of any applicable discounts) of the Tickets (plus any VAT and any other applicable taxes) for the provision of the GSH Experiences (and the Premium Experiences) pursuant to the terms of this Agreement ("**Net Rate**").

3.5 The Customer shall pay the Net Rate for any Tickets (the "**Fees**") immediately by automatic prompt upon the Customer purchasing the Tickets on GSH's trade platform. Once the Customer's purchase is paid for and confirmed on the trade platform, the Tickets shall be reserved for the Customer to sell to End Customers. Where the Customer receives confirmation from GSH that the Tickets are reserved, but it is later discovered that the Customer's

payment of the Fees was unsuccessful, the Customer shall immediately pay GSH the Fees for these Tickets, upon request by GSH. If the Customer does not do so, the Tickets shall no longer be reserved for the Customer and GSH shall be entitled to resell them to its own customers. The Customer shall be responsible for notifying any of its End Customers of the validity of their Tickets in these circumstances.

3.6 If at any time the Customer determines that it is required by law to collect or deduct sales or other taxes either on its own or GSH's behalf, it will notify GSH in advance.

3.7 The Customer shall provide GSH with any relevant documentation (including but not limited to a tax residency certificate) that may be required. The Customer shall provide End Customers with VAT receipts on request.

3.8 The Customer shall pay for any transaction fees charged by its bank in connection with any such payments to GSH.

3.9 All payments shall be made to GSH in Euros (EUR). The Customer shall deduct any relevant exchange rates from the point of purchase and these costs shall not be passed on to GSH or the End Customer.

3.10 GSH reserves the right to refuse the sale of Tickets to the Customer where the terms of this Agreement are not met.

3.11 For the purposes of this Agreement "**Blackout Date(s)**" means the dates which are peak periods (as specified in Schedule 2 and as notified by GSH to the Customer from time to time) for which GSH has the right to make Tickets available at its standard rates and terms for such periods (including without discount or permitting sales in conjunction with available offers).

3.12 The Customer acknowledges and agrees that:

(i) certain Blackout Dates shall apply to the GSH Experiences including Premium Experiences (as set out in Schedule 2);

(ii) Tickets for GSH Experiences (including Premium Experiences) on Blackout Dates are subject to availability; and

(iii) discounted rates and current available offers may not be used on Blackout Dates.

3.13 GSH shall provide the Customer with at least ninety (90) days' notice (email shall suffice) of any additional Blackout Dates not specified in Schedule 2 or any changes to the Blackout Dates specified in Schedule 2.

4. Late Policy

4.1 If the Customer's End Customers are unable to keep to their booked arrival time, the Customer shall inform GSH in advance on +353 1 471 2271 or info@guinnessstorehouse.com.

4.2 GSH will use reasonable efforts, to the extent possible considering availability and timing of early or late arrival (for example, if late arrival means the End Customer arrives during a peak period), to accommodate any group that arrives early or late but Customer acknowledges and agrees that GSH cannot guarantee access to such End Customers.

5. No Shows, Cancellations and Customer Queries

5.1 Customer shall confirm with GSH the names and final number of End Customers booked on the GSH Experience and/or the Premium Experience at least three (3) days before the date of the Tickets, at which point the booking becomes binding and the Fees shall be payable by the Customer in accordance with Clause 3.5.

5.2 If the Customer cancels its End Customer's booking more than three (3) days before the booking date no Fees or cancellation charges shall be payable for such End Customer's

Tickets. Where Fees have already been paid by the Customer in accordance with Clause 3.5, GSH shall refund these Fees to the Customer. In the circumstances set out in this Clause 5.2, GSH shall be entitled to resell these Tickets to its own customers.

5.3 If the Customer cancels its End Customer's booking (or any other booking, provisional or otherwise) three (3) or fewer days before the booking date and time, the Customer will be liable for 100% of the Fees and no refund shall be provided by GSH for these Tickets.

5.4 Where an End Customer has purchased a Ticket, but does not attend the GSH Experience for the allocated date or time specified in the Ticket, and has not otherwise cancelled their Ticket in accordance with the GSH Booking Terms and/or this Agreement (a "No Show"), this shall not affect the Fees payable by the Customer to GSH. Any No Show will be considered an End Customer regardless of whether or not they have attended the GSH Experience save for where the reason for a No Show is due to a Force Majeure Event, in which case Clause 13 shall apply.

5.5 The Customer shall be responsible for dealing with all End Customer queries, requests and complaints in relation to Tickets, and communicating any information or issues (for example, unplanned closures or issues affecting the GSH Experience) professionally, expeditiously, and in accordance with best industry practice and any and all of GSH's instructions (including any formal communications).

5.6 For the avoidance of doubt, the Customer shall be responsible for processing any refunds, cancellations or exchanges that are properly granted in accordance with the GSH Booking Terms (although GSH shall remain liable for the cost to the Customer).

6. Promotion and Licence

6.1 The Customer may promote and market GSH in its sales materials in order to sell Tickets in accordance with this Agreement. The Customer shall notify GSH whenever it intends to conduct a new campaign to promote and market GSH. Notwithstanding this, GSH reserves the right to request from the Customer any sales materials to be used to promote and market GSH and prevent any sales materials from being distributed in this way (although GSH shall not act unreasonably in preventing such materials from being distributed).

6.2 Diageo (including GSH) is committed to the responsible marketing of its products and brands. The Customer will have particular regard to the terms of the [Digital Marketing Code](#) and GSH (and its affiliates) brand guidelines and shall comply with the provisions of such codes and guidelines in creating any marketing and/or advertising materials in connection with this Agreement.

6.3 In respect of its permitted marketing activities under this Agreement, the Customer shall:

- (i) comply with all applicable laws, including the Public Health (Alcohol) Act 2018 and all Regulations thereunder (as such Act is varied, amended, or substituted from time to time and GSH's reasonable instructions;
- (ii) provide its sales materials to Diageo and/or GSH for approval upon their request;
- (iii) ensure all sales and marketing materials are accurate and not misleading in all respects.

6.4 GSH grants to the Customer a worldwide, non-transferable, revocable, non-sublicensable and non-exclusive right to use, publish, and advertise Guinness and The Guinness Storehouse or Roe Distillery (as applicable) names and logos set out in

Schedule 2 for the purpose of the production and distribution of the Customer's sales materials only, provided that the Customer may not make any changes, adaptations or variations of any kind to any name or logo without the express advance written permission of GSH's Marketing Department. The Customer agrees that GSH (and the wider Diageo group as applicable) retains all GSH intellectual property rights, including but not limited to its trade marks, and that GSH may at its discretion withdraw such licence (in whole or in part) at any time.

- 6.5 The Customer will not do anything that damages or dilutes, or anything which is likely to or could damage or dilute, any of GSH or Diageo's trade marks or GSH or Diageo's name or reputation, or those of its products and other brands. The Customer shall not apply to register or use, nor challenge the ownership or validity, of any of the trade marks or anything similar to it, or encourage or assist third parties to do so.

7. Child Policy

- 7.1 GSH's policy on children is set out in the GSH Booking Terms. The Customer shall review and comply with the minimum ratio of adults to children at all times when booking End Customers GSH Experiences.
- 7.2 Where a group booking is made for students:
- (i) all End Customers must be over the age of 18;
 - (ii) upon GSH's request, End Customers may be required to provide a valid government-issued identification proving their age; and
 - (iii) GSH retains the right to refuse bookings (at the point of sale or by refusing entry to students at the GSH Experience (or Premium Experience, as applicable)) where not all students are aged over 18.

8. Confidentiality

- 8.1 GSH and Customer each undertake that it shall not, at any time, disclose to any person

any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or its affiliates, "**Confidential Information**", except as permitted in this clause.

- 8.2 Each party may disclose the other party's Confidential Information: (a) as may be required by applicable law and relevant authorities; and (b) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's Confidential Information comply with this clause.

- 8.3 Neither party shall use the other party's Confidential Information for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

- 8.4 The Customer's obligations under this clause shall continue in force after the termination or expiry of the Agreement for two (2) years.

- 8.5 For avoidance of doubt, failure to comply with this clause shall be a material breach of this Agreement and will entitle GSH to terminate the Agreement immediately without compensation or liability to the Customer.

9. Relationship

- 9.1 Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between GSH and the Customer.
- 9.2 Nothing in this Agreement shall create an exclusive arrangement between GSH and the Customer.

10. Termination

- 10.1 The Agreement shall commence on the Commencement Date and shall continue for twelve 12 months (the “**Initial Period**”).
- 10.2 Following the Initial Period GSH may extend the Agreement for a further twelve (12) month period and for further twelve (12) month periods thereafter, in each case by giving notice to the Customer to that effect and GSH shall provide notice (email shall suffice) of the applicable annual amendments to the rates at Schedule 1 and such rates shall take effect upon such notice.
- 10.3 Either party shall be entitled to terminate this agreement by giving the other party one (1) month’s prior written notice.
- 10.4 GSH may terminate the Agreement immediately, by written notice without any liability to the Customer, if: (a) the Customer makes any arrangement with its creditors, becomes subject to an administration order, or goes into bankruptcy, liquidation, or receivership; (b) a receiver, trustee or liquidator is appointed over any of the Customer's property or assets; (c) anything or any step equivalent to the matters referred to in clauses (a) or (b) above occurs in any other jurisdiction; (d) the Customer becomes unable to pay its debts generally as they become due, or ceases or threatens to cease to carry on business; (e) GSH reasonably considers that any of the events set out in clauses (a) to (d) is about to occur to the Customer; or (f) the Customer is in material breach of any of the terms of this Agreement and where the breach is capable of remedy, the Customer does not remedy the breach within thirty (30) days of receiving notice (email shall suffice) requiring the breach to be remedied.

11. Liability

- 11.1 The GSH Booking Terms are incorporated by reference into this

Agreement but the terms of this Agreement shall take precedence over the GSH Booking Terms in the event of a conflict as between GSH and the Customer.

- 11.2 The Customer acknowledges that all End Customers will be admitted to the Guinness Storehouse subject to the GSH Booking Terms and shall ensure that End Customers acknowledge that they agree to be bound by these terms.
- 11.3 GSH shall not be liable to the Customer, whether in contract, tort, under statute or otherwise (including in each case negligence) for any direct or indirect losses (even if GSH was advised of the potential for Customer to incur such losses), loss of profits, loss of business contracts, loss of anticipated savings, loss of goodwill, loss of revenue or any special or consequential loss or damage whatsoever, whether or not GSH was advised in advance of the possibility of such loss or damage.
- 11.4 Nothing in this Agreement shall exclude or in any way limit either party’s liability for fraud, death or personal injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law.

12. Data Protection

- 12.1 Each Party shall comply with the terms of Schedule 3 of the Agreement.
- 12.2 If circumstances arise whereby the Customer acts as Data Processor on GSH’s behalf, the Customer shall promptly upon GSH’s request execute written contractual commitments which meet the requirements of the Data Protection Legislation.

13. Force Majeure

- 13.1 For the purposes of this clause, “**Force Majeure Event**” means any event or circumstance not within the reasonable control of the party affected and includes any strike or labour disturbance, lockout,

fire, adverse weather conditions where there is a deemed threat or danger to life by a reputable authority, collapse of buildings, fire, explosion or accident, flood, lightning, storm, explosion, earthquake, subsidence, epidemic, pandemic (but excluding Covid) or other natural physical disaster, riot, disease, terrorist attack, civil commotion or armed conflict, war or terrorist action or the threat of any of the foregoing, embargo or breaking off of diplomatic relations, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent. For the avoidance of doubt, force majeure events shall i) include any event that prevents GSH from operating the relevant GSH Experience or Premium Experience that is out of its control but ii) exclude any itinerary changes, elective cancellations (including for operational or commercial reasons) and the consequences of any moderate weather event that leads to a cancellation by a Customer, third party who has purchased the Tickets under the terms of this Agreement and/or End Customer at its or their discretion, save for where such decision results from a legal or governmental (national or local) authority requirement (such as a full port closure) arising from any of the events described above.

13.2 Other than Customer's obligation to pay the applicable Fees under Clauses 13.6 and 13.7 (for which Customer shall remain liable if it, its Customers or its End Customers experience a Force Majeure Event), neither party shall be liable for failure or delay in performing any of its obligations under or pursuant to this Agreement if such failure or delay is due to a Force Majeure Event.

13.3 The Party affected by a Force Majeure Event shall be entitled to a reasonable extension of the time for performing such obligations as a result of such Force Majeure

Event. Such extension shall be reasonable considering the nature of i) the Force Majeure Event and ii) the performance of the obligations affected.

13.4 A Party that is seeking to rely on this Clause 13 may do so provided that:

- (i) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event and the nature of the failure or delay in performance;
- (ii) using reasonable diligence and good industry practice, it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (iii) it has taken all reasonable precautions, due care and commercially reasonable efforts to avoid or mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and resumes the performance of its obligations as soon as reasonably possible.

13.5 If the period of any resulting delay or non-performance continues for seven (7) days, GSH may terminate this Agreement immediately upon written notice to the Customer. Such termination shall be without prejudice to the rights of Diageo in respect of any breach of this Agreement occurring prior to such termination.

13.6 Where Customer or its End Customers are prevented or affected by a Force Majeure Event:

- (i) the Customer's obligation to pay the Fees shall be reduced by fifty percent (50%) beginning on the first day of the

Force Majeure Event and ending on the earlier of: (a) the final day of the Force Majeure Event; or (b) the date this Agreement is terminated in accordance with Clause 13.5; and

- (ii) the Customer shall be solely responsible for contacting End Customers, issuing refunds to them for any cancellation and/or making alternative arrangements.

13.7 Where GSH is prevented or affected by a Force Majeure Event:

- (i) Customer's obligation to pay the Fees shall be reduced commensurate with the services (for example, part of the GSH Experience) that is not available (or partially available) until Diageo resumes full performance of that part of the service in accordance with the terms of this Agreement, to the extent the Force Majeure Event has not given rise to the full suspension of the GSH Experience or termination of this Agreement; and
- (ii) Customer shall be solely responsible for contacting Customers and End Customers, issuing refunds to them for any cancellation and/or making alternative arrangements.

14. General

14.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) (save for as set out in Clause 10.2).

14.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy,

nor does it prevent or restrict the further exercise of that or any other right or remedy.

14.4 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, or otherwise deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

14.5 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

15. Dispute Resolution

15.1 Any and all disputes arising in respect of or in connection with this Agreement (each a "**Dispute**") shall first be dealt with in accordance with this Clause 15.

15.2 The "**Authorised Customer Representative**" (being Customer Commercial Sales Manager) and the "**Authorised GSH Representative**" (being GSH Commercial Sales Manager) shall discuss the Dispute within ten (10) business days of one of these individuals notifying the other individual about the Dispute. The Authorised Customer Representative and the Authorised GSH Representative shall endeavour to resolve the Dispute within thirty (30) days of the first individual notifying the other individual of the Dispute.

15.3 Should the Authorised Customer Representative and the Authorised GSH Representative fail to resolve the Dispute within the timeframe set out in Clause 15.2, the Dispute shall be escalated to the following:

15.3.1 For the Customer: Managing Director.

15.3.2 For GSH: Commercial Director or Managing Director GSH (or such

other equivalent role that GSH may notify to the Customer from time to time).

15.4 Should the parties in Clause 15.3 fail to resolve the Dispute within thirty (30) days of the Dispute being escalated, the Parties may enter into any other dispute resolution process (including (without limitation) any formal dispute resolution process).

16. Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, or its subject matter or formation shall be governed by, and construed in accordance with, Irish law and subject to the exclusive jurisdiction of the Irish Court.

The Parties hereby agree that by completing the GSH trade portal registration process, they are bound by the terms of this Agreement.

Rates are subject to the Booking Terms and Conditions. Any amendments to the Rates will be issued by GSH annually in accordance with the terms of this Agreement.

SCHEDULE 2

GENERAL

1. Trademarks

The Customer shall only be permitted to use the following trade marks owned by GSH and/or its affiliates:



2. Blackout Dates

The Blackout Dates for 2026 are:

- Friday 13 March 2026, Saturday 14 March 2026, Sunday 15 March 2026, Monday 16 March 2026, Tuesday 17 March 2026, and Wednesday 18 March 2026

Any further Blackout Dates, or changes to the Blackout Dates, shall be notified by GSH to the Customer in accordance with the terms of the Agreement.

SCHEDULE 3
DATA PROTECTION

Data Protection Schedule

1. Definitions

Capitalised terms that are not defined below have the meanings assigned to them in the Agreement. In the event of conflict or inconsistency between the Agreement or this Data Protection Schedule, this Data Protection Schedule shall govern.

- 1.1. **“Data Controller”** shall have the meaning set out in the Privacy Laws.
- 1.2. **“GSH”** means the Diageo entity that is a party to this Agreement.
- 1.3. **“Personal Data”** means any information that relates to an individual (including an End Customer) and that, alone or in combination with other data, can be used to identify, contact or precisely locate an individual, or other information that constitutes “personal data” or “personal information” under the Privacy Laws.
- 1.4. **“Privacy Laws”** means all applicable laws related to the collection, use, disclosure and/or processing of Personal Data in any relevant jurisdiction and as amended from time to time, including the EU General Data Protection Regulation 2016/679 (**“GDPR”**); the retained EU law version of the GDPR in the UK (**“UK GDPR”**); the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and national laws implementing the EU Privacy and Electronic Communications Directive 2002/58/EC.

2. Data Controller obligations

- 2.1. Each party shall be an independent Data Controller of the Personal Data they respectively process under the Agreement.
- 2.2. The Customer warrants that:
 - 2.2.1 it has complied as a Data Controller with (and will continue to comply with) all applicable Privacy Laws and will not do anything which causes, or is likely to result in, GSH breaching its obligations under Privacy Laws;
 - 2.2.2 it has had no notice of any claims or complaints in connection with applicable Privacy Laws by individuals in relation to its processing of Personal Data or in connection with any security breach;
 - 2.2.3 it is entitled to disclose Personal Data to GSH and that such disclosure will comply with applicable Privacy Laws;
 - 2.2.4 GSH is entitled to use the Personal Data that Customer sources independently of GSH for the purposes contemplated under the Agreement in compliance with applicable Privacy Laws;
 - 2.2.5 it has provided a privacy notice to individuals whose Personal Data is disclosed to GSH that appropriately describes the data sharing activities undertaken by the parties and is otherwise compliant with applicable Privacy Laws;

- 2.2.6 where required by applicable Privacy Laws, individuals whose Personal Data is processed have given their appropriate valid consent to the disclosure of their Personal Data to GSH for the purposes set out in the Agreement;
 - 2.2.7 it will process opt-outs and deletion requests relating to Personal Data in a timely manner, and will not disclose to GSH any Personal Data about an individual who has exercised their right to deletion or opt-outs; and
 - 2.2.8 it will provide reasonable information, co-operation and assistance to GSH to assist with GSH obligations under applicable Privacy Laws.
3. **Notification.** The Customer shall notify GSH promptly (but in any event within 24 hours of becoming aware) in writing (and with a copy to csi@diageo.com), of any suspected, potential or actual cybersecurity or data incident, including any suspected, potential or actual accidental, unlawful or unauthorised destruction, disclosure, loss, alteration or access in relation to Personal Data processed on behalf of GSH and provide GSH with details and information as may reasonably be required regarding the nature of the same and measures taken or proposed to be taken to address it.
4. **Termination for breach.** The Customer (and, where applicable, its sub-processors) shall comply with the applicable obligations in this Data Protection Schedule when processing Personal Data under the Agreement. If Customer breaches these obligations and does not remedy the breach within 14 days of the notice, GSH will be entitled to terminate the Agreement with immediate effect by giving written notice.
5. **Liability for breach.** In the event of a breach of the provisions of this Data Protection Schedule or any misuse of Personal Data contrary to applicable laws by the Customer or any sub-processor, GSH will be entitled to recover in full all losses, liabilities, damages, costs, claims, demands, penalties and expenses (including legal expenses) incurred by GSH arising out of such breach or misuse.