

- (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (i)-(iii) above;
- (v) all codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i) (iv) above.

Í 8 UHJProce

in clause 3.1(a) above then it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be

(i) Agency shall, at the request of Client, provide Client with all information necessary to fulfill obligations under this Amendment and shall allow for and contribute to audits and inspections conducted by or on behalf of Client.

(j) Where required to do so by the GDPR, Agency and, where applicable, Agency representative shall maintain written records of its Processing of Client Personal Data

Processing Records

(i) the name and contact details of:

(1) Agency and its sub-processors;

(2) Client;

(3) where applicable, the representatives of Client, Agency and its sub-processors, and Agency

(ii) the categories of Processing carried out on behalf of Client;

(iii) transfers of Client Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable, details of the suitable safeguards in place; and

(iv) where possible, a general description of the technical and organisational security measures taken by Agency, its sub-processors and Client.

(k) Agency and its sub-processors and, where applicable, their representatives, shall make the Records available to a Supervisory Authority on request.

3.4 Obligations of Client

(a)

reasonably) to such appointment within seven (7) days of the date that the notice is deemed to be received by Client in accordance with clause 5.

- (b) However, should the Data Controller request the Data Processor to manage the data h as Facebook, Instagram, Google, Amazon, LinkedIn and Tik Tok, the above Data Processor obligation might suffer certain exceptions due the fixed terms and conditions are not subject to negotiation. Therefore, under these circumstances, the Controller acknowledges and accepts that the Data Processor cannot ensure the fulfilment of the