

INBOUND CONTENT LICENCE TERMS AND CONDITIONS

LAST UPDATED: March 2025

These Inbound Content Licence Terms and Conditions (“**Terms and Conditions**”) govern the licence of Content by Chilli Media, a limited company incorporated in England and Wales under company number 06493973 with registered office at 35 Braunstone Drive, Maidstone, Kent, ME16 0QZ, England (“**CM**”), from the person or party, as set out in the Deal Sheet (“**Rights Holder**” / “**You**” / “**Your**”).

These Terms and Conditions should be read in conjunction with the Deal Sheet, which together form the agreement between CM and You (the “**Agreement**”).

By signing the Deal Sheet, You are indicating Your acceptance to these Terms and Conditions and this Agreement.

Please print off these Terms and Conditions and/or securely store them in Your computer for future reference.

1 DEFINITIONS AND INTERPRETATION

1.1 In addition to any defined terms in the Deal Sheet, the following words and expressions have the following meanings in these Terms and Conditions unless the context requires otherwise:

“**CDPA**” means the Copyright, Designs and Patents Act 1988;

“**Client**” means an individual or business, with which CM has a relationship and that may procure (or request to procure) a sub-licence of third party content from CM from time to time, (either by way of a direct request for a specific item of content, or via the CM Content Service);

“**CM Content Service**” means the content licensing service provided by CM, whereby CM curates and sub-licences third party content to Clients as set out in the Deal Sheet;

“**Confidential Information**” means any and all information, regardless of whether it is in tangible form, disclosed by either Party to the other Party which is marked or otherwise communicated as being “confidential”, or by its nature is obviously confidential or ought reasonably to be considered (or is likely to be considered) to be confidential, including the terms of this Agreement, a Sub-Licence Request, a Declaration, Sub-Licensing Fees, Sub-Licensing Terms, the Revenue Share, the business affairs, customers or clients of the other Party, any financial information, technology and technical information, product designs and business strategies;

“**Content**” as defined in the Deal Sheet;

“**Content Credits**” means credits purchased by a Client from CM in advance, under a Content Credit Deal, that can be redeemed by the Client against the Transmission of Works incorporating sub-licensed third party content as part of the CM Content Service;

“**Content Credit Bundle Deal**” means a sub-licensing arrangement as between CM and a Client, whereby the Client purchases a fixed amount of Content Credits from CM in advance, that can be redeemed against the Transmission of Works incorporating sub-licensed third party content (which may include the Content) during the Term;

“**Content Credit Deal**” means either a Content Credit Bundle Deal or a Content Credit Subscription Deal, as applicable;

“**Content Credit Subscription Deal**” means a sub-licensing arrangement as between CM and a Client, whereby the Client subscribes to purchase a recurring amount of Content Credits from CM on a rolling basis, that can be redeemed against the Transmission of Works incorporating sub-licensed third party content (which may include the Content) during the Term;

“**Contract Year**” means each twelve (12) month period during the Term, commencing on the Effective Date and each anniversary thereof;

“**Deal Sheet**” means the accompanying set of commercial terms, relating to CM’s licence of Content from You under this Agreement;

“**Declaration**” means the notification made by a Client at the end of each Month confirming any Transmission of any Work incorporating any item(s) of sub-licensed third party content during such Month;

“**Intellectual Property Rights**” means all copyright, design rights, trade marks (whether registered or unregistered and all applications for any of the foregoing), Performer’s Property Rights, all rights of confidence in information, data or know-how and any other intellectual property rights or proprietary rights of any kind whenever, wherever and however arising for the full term thereof and all renewals and extensions thereof;

“**Month**” means a calendar month during the Term;

“**Party**” means each of CM and You, and “**Parties**” shall be interpreted accordingly;

“**Performer’s Property Rights**” means, in relation to any and all performances contained in the Content, all those rights specified in section 191A of the CDPA and any analogous or similar rights anywhere in the world;

“**Rights Holder Library**” means a website, platform, library, portal, private web folder or other online delivery system owned and/or controlled by You, in relation to which CM may provide Clients with a secure login (unique to the relevant Client) for the Client to access, browse and in the case of an Approved Sub-Licence download Content as part of the CM Content Service;

“**Term**” means the duration of this Agreement, as set out in the Deal Sheet;

“**Transmission**” refers to the act of a Client supplying, selling, monetising, distributing, uploading, posting, broadcasting, sharing, exploiting, making available or otherwise disseminating a Work incorporating an item of third party content licensed from CM (which may include the Content) to the public or specific audiences, through any medium, platform or channel. This includes, but is not limited to, print, digital publishing, streaming, terrestrial broadcasting, satellite broadcasting, cable television, internet, social media, and mobile applications. Transmission can occur in any format, including but not limited to audio, video, and text-based formats, and may be live, delayed, on-demand, or otherwise (and “**Transmit**”, “**Transmitted**” or “**Transmitting**” shall be interpreted accordingly); and

“**Work**” means any advertisement, article, broadcast, campaign, film, game, post, product, programme, publication, show, video or other format, created by (or on behalf of) a Client, incorporating any item(s) of sub-licensed third party content, in whole or in part (which may include the Content).

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

- (b) words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa;
- (c) a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (d) “**including**” means “including without limitation” and “**include**” shall be construed accordingly;
- (e) headings are inserted for convenience only and will not affect the interpretation of this Agreement; and
- (f) a reference to “**writing**” or “**written**” includes email but not fax.
- 2 GRANT OF RIGHTS**
- 2.1 You hereby grant to CM (in accordance with the Exclusivity Rights set out in the Deal Sheet) the right (including any rental and lending rights), subject always to clause 8.2:
- (a) to use, reproduce, display, modify, repurpose, distribute, share, sell and exploit the Content in the Media in the Territory during the Term for the Purpose as set out in the Deal Sheet;
- (b) to use Your name and logo during the Term throughout the world for the purpose of identifying You as the owner of the Content and otherwise to allow CM to comply with the terms of this Agreement (and to sub-licence such rights to Clients for the purpose of allowing Clients to identify You as the owner of the Content); and
- (c) to use Your name and logo during and after the Term throughout the world for: (i) CM’s own PR-related purposes (including editorial); (ii) industry awards, exhibitions and competitions; and (iii) internal archival purposes.
- 2.2 For the avoidance of doubt, the rights granted to CM under clause 2.1 shall, where approved, include the right to sub-licence the Content to Clients for artificial intelligence training activities. This includes the right to use, reproduce, display, modify, repurpose and exploit the Content within machine learning models and other AI systems, at all times subject to the terms of the relevant Approved Sub-Licence.
- 2.3 For the avoidance of doubt, if the Territory is not worldwide, CM may grant licences, including worldwide rights, to Clients located within the Territory.
- 2.4 CM is free to negotiate and agree sub-licences of Content to Clients capable of exceeding the duration of this Agreement.
- 2.5 You hereby irrevocably and unconditionally grant and confirm to CM in respect of the Content all consents required, including without limitation any performers non-property rights pursuant to Part II of the CDPA (and all other laws now or in future in force in any part of the world) which may be required for the exploitation by CM of the rights granted under this Agreement.
- 2.6 You hereby irrevocably and unconditionally waive (and agree not to assert or enforce), and warrant and undertake that You shall procure from any third party featured in the Content the waiver of (and agreement not to assert or enforce) any and all rights in the Content to which You or any third party are now or may in the future be entitled, including any rights pursuant to the provisions of sections 77, 80, 84, 205C and 205F of the CDPA and any other moral or equivalent rights to which You or any third party may be entitled under any legislation now existing or in future enacted in any part of the world.
- 2.7 You shall do any and all such acts and execute all such documents in such manner and at such locations as may be required by CM at any time in order to protect, perfect or enforce any of the rights granted, licensed or confirmed (or purported to be so granted, licensed or confirmed) to CM under this Agreement.
- 2.8 If the licence granted under this Agreement is granted on an exclusive basis (as set out in the Deal Sheet), You hereby warrant and undertake not to grant to any third party (whether directly or indirectly) a right to use, reproduce, display, modify, repurpose, distribute, share, sell and exploit the Content in the Media in the Territory during the Term for the Purpose reserved exclusively for CM as set out in the Deal Sheet.
- 2.9 You acknowledge that the Exclusivity Rights granted herein (if any) are of substantial importance to CM and that any breach of such Exclusivity Rights may cause irreparable harm to CM. Accordingly, in addition to any other remedies available at law or in equity, CM shall have the right to seek injunctive relief to enforce the Exclusivity Rights under this Agreement.
- 3 CLIENT ACCESS TO RIGHTS HOLDER LIBRARIES**
- 3.1 From time to time, where agreed between You and CM in writing, CM may provide Clients with access to the Rights Holder Library (or a link to access such other website, private web folder or platform used by You to host and display Content) for the purpose of allowing Clients to browse and in the case of an Approved Sub-Licence download Content as part of the CM Content Service.
- 3.2 Where Client access to the Rights Holder Library is agreed in accordance with clause 3.1 above:
- (a) CM will set up a unique account for the relevant Client, linked to a @chillimedia.com email address, to access the Rights Holder Library;
- (b) CM will use commercially reasonable endeavours (satisfied by imposing contractual obligations on the relevant Client) to ensure each Client granted access to a Rights Holder Library:
- (i) keeps the unique login credentials to a Rights Holder Library strictly confidential and does not share such login credentials with any third party;
- (ii) in the context of a Content Credit Deal and Approved Sub-Licence, does not download and/or Transmit more items of Content from a Rights Holder Library than the number of Content Credits approved for the Client’s use from that Rights Holder Library, or the Client’s total balance of Content Credits available at that time, whichever is the lesser (“**RH Library Usage Limit**”); and
- (iii) complies with any terms of use (including any acceptable use policies) made available by You, in addition to any further restrictions or guidelines provided by CM in writing (“**RH Library Terms**”).
- 3.3 CM reserves the right to track and monitor: (a) downloads of Content made by Clients from the Rights Holder Library using the unique login credentials provided by You to CM; and (b) the Client’s subsequent Transmission of those items of Content; in order to verify the figures disclosed by the Client in the Declaration and the Client’s compliance with any applicable RH Library Usage Limits (“**Usage Tracking**”). You agree to reasonably support CM with regards to any Usage Tracking, including by way of providing CM with accurate reports of Client downloads of Content from the Rights Holder Library upon CM’s reasonable request.
- 3.4 You agree and acknowledge that any Content downloaded from the Rights Holder Library using a unique @chillimedia.com login shall be exclusively billed and handled by CM (including in relation to any disputes which may arise with a Client around excessive downloads or RH Library Usage Limits).
- 3.5 Where a Client downloads any Content from the Rights Holder Library using another account or a login not provided by You to CM, CM accepts no responsibility for such download and You shall be fully responsible for negotiating compensation with

such Client and/or for resolving any such disputes that may arise in relation to such download.

4 FEES AND PAYMENT

4.1 In consideration of the grant of rights under this Agreement, CM shall pay to You the Rights Holder Revenue Share in accordance with the Revenue Share and Payment Terms set out in the Deal Sheet.

4.2 All sums payable under this Agreement are exclusive of value added tax.

4.3 You shall be solely responsible for any expenses incurred in delivering the Content under this Agreement to CM.

4.4 You shall be responsible for making all deductions from payments received and for performing all acts and making all tax payments necessary under any applicable legislation.

4.5 You shall be solely responsible for payment to any third parties which may be entitled to receive a fee from the sub-licensing of the Content under this Agreement.

4.6 All payments under this Agreement shall be made in pounds sterling (GBP) and any foreign exchange calculations shall be made on the date CM issues an invoice to the Client.

4.7 You agree that the sums payable under this Agreement fully satisfy any obligation for CM to provide equitable and adequate remuneration for the rights granted hereunder.

4.8 If CM fails to pay any undisputed amount due under this Agreement within thirty (30) days of such due date, You shall be entitled to charge interest on the overdue undisputed amount at the rate of three percent (3%) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. CM shall pay the interest together with the overdue amount.

4.9 For the avoidance of doubt, CM shall be under no obligation to make any payment in respect of the Rights Holder Revenue Share for which CM itself has not received payment from the Client (or, in the context of Content Credits, where such payment has not been recognised as part of the Declaration process) or where the total amount payable to You in any Month is less than £100.00 GBP.

5 INTELLECTUAL PROPERTY

5.1 CM hereby acknowledges and agrees that all Intellectual Property Rights in and to the Content and such other materials licensed to CM hereunder ("**Rights Holder IP**"), shall remain Your sole property and CM has no rights in the Rights Holder IP other than the rights expressly granted under this Agreement.

5.2 You hereby acknowledge and agree that all Intellectual Property Rights in, or arising from or in connection with, the CM Content Service shall remain the sole property of CM and You have no rights in or to the CM Content Service other than the rights expressly granted under this Agreement.

6 CONFIDENTIALITY

6.1 Where one Party ("**Disclosing Party**") discloses Confidential Information to the other ("**Receiving Party**") under this Agreement:

(a) the Receiving Party agrees to maintain the confidentiality of the Confidential Information and to not disclose such information to any third party without the prior written consent of the Disclosing Party;

(b) the Receiving Party agrees to use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement and not for any other purpose; and

(c) the Receiving Party shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, officers, representatives or advisors in violation of the terms of this Agreement.

6.2 The obligations of confidentiality in this clause 6 shall not apply to information that:

(a) at the time of receipt by the Receiving Party is in the public domain;

(b) subsequently becomes publicly known through no act or omission of the Receiving Party;

(c) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;

(d) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or

(e) is requested by a court of competent jurisdiction or any governmental or regulatory authority as required by law.

6.3 The obligations of confidentiality shall remain in effect for a period of six (6) years after the termination of this Agreement, unless a longer period is required by law or agreed upon in writing by the Parties.

7 WARRANTIES, INDEMNITY AND LIABILITY

7.1 You hereby warrant and undertake that:

(a) You own and control all rights in and to the Content;

(b) You have the right and power to enter into this Agreement and to grant the rights to CM hereunder, and are not subject to any prior or existing contractual or other obligation, any claims or pending litigation, outstanding or threatened, nor will You assign, transfer or otherwise dispose of any rights in the Content which could in any way affect the grant of the rights under this Agreement and/or Your capacity or ability to perform any of the obligations hereunder;

(c) You will inform CM of all written and verbal agreements in respect of any Content You provide to CM;

(d) the Content complies with all applicable laws, regulations, rules and codes of practice;

(e) the Content is original and does not in any way infringe the Intellectual Property Rights or other rights of any third party;

(f) none of the Content provided to CM under this Agreement is generated or derived, in whole or in part, from artificial intelligence or any automated or machine learning algorithms;

(g) specifically where the Content is image(s), any Content supplied 'unretouched' will be retouched by CM at CM's expense and in such cases CM will own all new rights in these digital files, but You will own the original copyright in the Content;

(h) to only supply CM copies of any Content and to keep a secure digital version of any Content You provide to CM;

(i) to use Your best endeavours to respond to all CM written requests for information and/or queries related to copyright and/or ownership claims and/or disputes within forty eight (48) hours; and

(j) You shall not do anything, or omit to do anything, which puts CM in breach of an Approved Sub-Licence.

7.2 You shall indemnify CM and will keep CM fully and effectively indemnified at all times from and against any and all claims, actions, liabilities, losses, damages and expenses (including

legal expenses) incurred by CM that arise, directly or indirectly, out of or in connection with Your breach of this Agreement.

7.3 You shall be responsible for maintaining, at all times prior to and for a period of six (6) years following the expiry or earlier termination of this Agreement, adequate insurance (provided by a reputable insurance provider) in connection with Your potential liabilities under or in connection with this Agreement.

7.4 Subject to clause 7.6, CM shall have no liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

- (a) direct or indirect: (i) loss of profits; (ii) loss of contracts; (iii) loss of business; (iv) loss of goodwill; (v) loss or corruption of data; or (vi) loss or damage caused by a Client; or
- (b) indirect or consequential loss or damage, even if CM has been advised of the possibility of such loss or damage.

7.5 Subject to clauses 7.4 and 7.6, CM's total liability under or in connection with this Agreement each Contract Year, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed an amount equal to one hundred percent (100%) of CM Revenue Share generated and retained by CM in that Contract Year.

7.6 Nothing in this Agreement shall limit or exclude either Party's liability for: (a) death or personal injury caused by such Party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot be limited or excluded as a matter of applicable law.

8 TERMINATION

8.1 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of being notified in writing to do so; and/or
- (b) the other Party: (i) is declared insolvent or bankrupt; (ii) makes any arrangement with or for the benefit of its creditors; (iii) goes into liquidation, either voluntary (unless it is for the purpose of amalgamation or reconstruction) or compulsory; (iv) has a receiver, administrative receiver, administrator or similar officer appointed over the whole or any part of its assets; or (v) ceases, or threatens to cease, to carry on business.

8.2 On expiry or termination of this Agreement for any reason:

- (a) save as expressly provided herein, all rights and licences granted under this Agreement shall cease and CM shall not grant any new sub-licences of the Content to Clients via the CM Content Service;
- (b) any Approved Sub-Licences of the Content granted by CM to Clients during the Term shall continue in full force and effect (including any perpetual usage rights granted under such sub-license arrangements) and the termination or expiry of this Agreement shall not affect the validity of any such Approved Sub-Licences ("**Continuing Sub-Licences**") and CM agrees to continue to account for and remit any Rights Holder Revenue Share due to You under the terms of this Agreement for the duration of such Continuing Sub-Licences;
- (c) save in respect of Rights Holder Revenue Share due under the Continuing Sub-Licences, CM shall have no further payment obligations or liabilities to You;

(d) the expiry or termination of this Agreement shall not affect a Party's accrued rights and obligations at the date of such expiry, termination or suspension; and

(e) any clauses in this Agreement that are expressly stated, or by implication intended, to apply after expiry or termination of this Agreement shall continue in full force and effect after such expiry or termination.

9 DATA PROTECTION

9.1 For the purposes of this clause 9 and the Agreement, the following terms shall have the following meaning:

(a) "**RH Personal Data**" shall mean personal data supplied to CM by You (or on Your behalf) where such personal data is processed by CM in the delivery of the CM Content Service to Client and/or the exercise of the rights granted by You hereunder;

(b) "**Data Privacy Laws**" shall mean the following, as amended, extended, re-enacted or replaced from time to time: (i) UK Data Protection Act 2018 and the UK GDPR; (ii) EC Regulation 2016/679 (the "**GDPR**") on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; (iii) EC Directive 2002/58/EC on Privacy and Electronic Communications; (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (b)-(c) above (including the UK Privacy and Electronic Communications Regulations 2003); and (v) all codes of practice and guidance issued by national supervisory authorities, regulators or EU or UK institutions relating to the laws, regulations, UK legislation and EU legislation mentioned in (a)-(d) above;

(c) "**DPA**" shall mean the Data Processing Agreement set out at Schedule 1 to this Agreement; and

(d) "**UK GDPR**" has the meaning given in the Data Protection Act 2018.

9.2 References to "**processor**", "**controller**", "**personal data**", "**process**", "**processing**", "**personal data breach**", "**data subject**" or "**supervisory authority**" shall have the same meanings as defined in the GDPR.

9.3 References to the GDPR and/or an Article or Chapter of the GDPR shall, where the context so requires and insofar as the Data Privacy Law(s) is that of the UK, be construed as a reference to the equivalent Data Privacy Law(s) of the UK and/or the corresponding provision of such Data Privacy Law(s).

9.4 Each Party shall comply with the obligations applicable to it under the Data Privacy Laws.

9.5 Without prejudice to the generality of clause 9.4, in respect of CM's processing of RH Personal Data, the Parties shall each comply with their respective obligations set out in the Data Processing Agreement.

10 FORCE MAJEURE

10.1 Neither Party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a "**Force Majeure Event**").

10.2 Force Majeure Events shall include but not be limited to the following events affecting either Party:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, war (whether declared or not), terrorism, or threat of or preparation for war or terrorist attack;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;

<p>(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and/or</p> <p>(e) compliance with any law or governmental order, rule, regulation or direction.</p> <p>10.3 The Party whose performance is affected by a Force Majeure Event shall, as soon as reasonably practicable after becoming aware of the Force Majeure Event, provide a written notice to the other Party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.</p> <p>10.4 If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding two (2) months, the non-affected Party shall have the right to terminate this Agreement immediately on written notice to the affected Party. Each Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.</p> <p>11 NOTICES</p> <p>11.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office as set out in the Deal Sheet, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.</p> <p>11.2 Any notice so served shall be deemed to have been received:</p> <p>(a) if delivered personally, when left at the address referred to in clause 11.1;</p> <p>(b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;</p> <p>(c) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and</p> <p>(d) if sent by email, on receipt of a delivery and/or read receipt email from the correct address.</p> <p>11.3 For the avoidance of doubt, a notice shall not be properly served if sent by fax.</p> <p>11.4 For the purposes of this Agreement, "Business Day" means a day (other than a Saturday, Sunday or a public holiday) in London (United Kingdom).</p> <p>11.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p> <p>12 LITIGATION</p> <p>12.1 For the avoidance of doubt, CM shall be under no obligation to institute any legal proceedings nor to take steps for the recovery of any monies payable in respect of any unauthorised use or infringement of the Content.</p> <p>12.2 Where CM takes action against an alleged infringer or defends a claim on Your behalf, You agree to offer all assistance and sign any documentation as may be necessary for the effective conduct of such matters.</p> <p>12.3 CM will deduct any legal costs incurred or accrued by CM in respect of a claim pursued on Your behalf, from any monies which are recovered from such claim. Thereafter, all net monies will be split with You in accordance the Revenue Share set out in the Deal Sheet.</p> <p>12.4 You will not be liable for any unrecovered legal fees in any claim conducted on Your behalf by CM, unless agreed separately and in writing prior to the pursuance of such claim.</p>	<p>13 GENERAL</p> <p>13.1 You agree that any breach or threatened breach of this Agreement by You may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, You agree that CM may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.</p> <p>13.2 If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.</p> <p>13.3 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties, nor constitute one Party the agent of the other, and neither Party shall have authority to bind the other Party in any way.</p> <p>13.4 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.</p> <p>13.5 No variation of this Agreement shall be effective unless made in writing and signed by the duly authorised representatives of CM and You.</p> <p>13.6 You may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of CM.</p> <p>13.7 CM may assign, novate or otherwise transfer this Agreement in whole or in part, upon written notice to You and You agree to execute such novation agreements or other documents and take such action as may be required in order to effect such assignment, novation or other transfer.</p> <p>13.8 No term of this Agreement is enforceable by any person not a Party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.</p> <p>13.9 This Agreement and any documents referred to in it, or entered into pursuant to it, constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understandings and agreements between the Parties and their representatives (or any of them) and all prior representations and expressions of opinion by any Party (or its agent) to any other Party (or its agent).</p> <p>13.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same agreement.</p> <p>13.11 This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.</p> <p>13.12 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Notwithstanding the foregoing, the Parties irrevocably agree that CM shall have the right to take, and shall not be prevented from taking, proceedings against You to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that CM may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.</p>
--	---

SCHEDULE 1: DATA PROCESSING AGREEMENT (“DPA”)

In order to deliver all or part of the CM Content Service to Clients and to exercise the rights granted by You under this Agreement, CM will be required to process certain personal data on Your behalf.

The Parties are agreeing to the terms of this DPA to comply with the Data Privacy Laws and to set out their respective rights and obligations in respect of such processing.

1 DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in this DPA, words and expressions used in this DPA shall have the meanings given in the Agreement. In this DPA the following words shall have the following meanings:

“EEA” means the European Economic Area;

“European Law” means any law in force in the EEA or the United Kingdom, including the Data Privacy Laws;

“International Transfer Requirements” means the requirements of Chapter V of the GDPR (Transfers of Personal Data to third countries or international organisations);

“Losses” means losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses);

“Restricted Country” means a country, territory or jurisdiction which is not considered by the EU Commission (or in respect of personal data transfers caught by the requirements of UK Data Privacy Laws, the relevant UK governmental or regulatory body as applicable) to offer an adequate level of protection in respect of the processing of personal data pursuant to Article 45(1) of the GDPR;

“Restricted Transfer” means a transfer of personal data from an entity whose processing of personal data under this Agreement is caught by the requirements of the GDPR and/or UK Data Privacy Laws (as applicable), to an entity that processes the relevant personal data in a Restricted Country;

“Sub-processors” has the meaning given in paragraph 3.9;

“UK” means the United Kingdom; and

“UK GDPR” has the meaning given in this Agreement.

1.2 References to “processor”, “controller”, “personal data”, “process”, “processing”, “personal data breach”, “data subject” or “supervisory authority” shall have the same meanings as defined in the GDPR.

1.3 In this DPA:

(a) a reference to the GDPR and/or an Article or Chapter of the GDPR shall, where the context so requires and insofar as the Data Privacy Law(s) is that of the UK, be construed as a reference to the equivalent Data Privacy Law(s) of the UK and/or the corresponding provision of such Data Privacy Law(s); and

(b) a reference to a paragraph or an Appendix is a reference to a paragraph of, or Appendix to, this DPA.

1.4 In the event of any conflict or inconsistency between the terms of this DPA and any other part of this Agreement, this DPA will take precedence.

2 ROLES OF THE PARTIES AND PROCESSING ACTIVITIES

2.1 The Parties acknowledge and agree that, to the extent CM processes RH Personal Data on Your behalf in connection with the delivery of the CM Content Service to Clients or the exercise of the rights granted by You under this Agreement, CM shall be the processor and You shall be the controller with respect to such processing.

2.2 Each of the Parties acknowledges and agrees that the subject-matter and duration of the processing carried out by CM on Your behalf, the nature and purpose of the processing, the type of personal data and categories of data subjects are accurately documented in Appendix 1 (which may from time to time be updated by the written agreement of the Parties).

2.3 If at any time either Party considers that the relationship between the Parties and/or the scope of processing carried out by CM no longer corresponds to the intention of the Parties stated in paragraph **Error! Reference source not found.** or 2.2, that Party shall promptly notify the other and the Parties shall discuss and agree in good faith such steps that may be required to reflect the true status and/or scope of processing undertaken by CM.

3 OBLIGATIONS OF CM

3.1 CM shall only process the RH Personal Data in accordance with Your documented instructions (including those documented in accordance with Appendix 1, as updated from time to time), unless required to do so by European Law to which CM is subject, in which event CM shall inform You of such legal requirement unless prohibited from doing so by European Law on important grounds of public interest.

3.2 CM shall inform You if, in CM’s opinion, an instruction given by You to CM under paragraph 3.1 infringes the Data Privacy Laws.

3.3 CM shall ensure that any persons authorised by it to process the RH Personal Data are subject to an obligation of confidentiality.

3.4 CM shall implement appropriate technical and organisational measures to ensure that the RH Personal Data is subject to a level of security appropriate to the risks arising from its processing by CM, taking into account the factors and measures referred to in Article 32 of the GDPR.

3.5 Taking into account the nature of the processing and the information available to CM, CM shall assist You with regard to Your compliance with Your obligations under the following Articles of the GDPR:

- (a) Article 32 (Security of processing);
- (b) Articles 33 and 34 (Notification and communication of a personal data breach);
- (c) Article 35 (Data protection impact assessment); and
- (d) Article 36 (Prior consultation by You with the supervisory authority).

3.6 Without prejudice to the generality of paragraph 3.5, CM shall notify You without undue delay (and in any event within forty eight (48) hours) after becoming aware of a personal data breach. CM shall provide such co-operation, assistance and information as You may reasonably require in respect of any personal data breach. Without prejudice to the generality of this requirement, CM shall provide You with the following information in respect of any personal data breach (insofar as it is possible, at the time of notifying You of the relevant personal data breach, or where such information is not available at the point of notification as soon as such information is available):

- (a) the nature of the RH Personal Data, including where possible the categories and approximate number of data subjects concerned and the categories and number of personal data records concerned;
- (b) the likely consequences of the personal data breach;
- (c) the measures taken or proposed to be taken by CM to address the personal data breach, including

where appropriate measures to mitigate the possible adverse effects; and

- (d) the details of a contact point where more information concerning the personal data breach can be obtained.

3.7 Without prejudice to the generality of paragraph 3.5, CM will notify You without undue delay (and in any event within forty eight (48) hours) of any rights request it receives from a data subject pursuant to Chapter III of the GDPR. Unless otherwise agreed between the Parties, CM shall not respond to or fulfil such requests itself. Taking into account the nature of the processing, CM shall assist You by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to such requests for exercising a data subject's rights under the GDPR.

3.8 Upon the earlier of:

- (a) termination or expiry of this Agreement; or
- (b) the date on which the RH Personal Data is no longer relevant to, or necessary for, the purposes of delivering the CM Content Service to Client and/or exercising the rights granted by You under this Agreement;

CM shall deliver up or destroy (as elected by You) such RH Personal Data which is in the possession of, or under the control of, CM unless European Law requires CM to store such RH Personal Data.

3.9 Notwithstanding any other provision of this Agreement, CM shall be entitled to appoint further processors to process the RH Personal Data ("**Sub-processors**"). The following shall apply in respect of the appointment of Sub-processors:

- (a) CM shall only use a Sub-processor that has provided sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Privacy Laws and ensures the protection of the rights of data subjects;
- (b) CM shall impose, through a legally binding contract between CM and the Sub-processor, data protection obligations on the Sub-processor that are in all material respects equivalent to those set out in this DPA and which in any event meet the requirements set out in the Data Privacy Laws; and
- (c) CM shall remain liable for all acts or omissions of the Sub-processors as if they were acts or omissions of CM.

3.10 CM shall keep at its normal place of business a written record of its processing of RH Personal Data and of its compliance with its obligations set out in this DPA ("**Records**"). CM shall permit You, Your third Party representatives or a supervisory authority or its third Party representatives, access to inspect, and take copies of, the Records and any other relevant information held at any premises or on systems used in connection with the processing of the RH Personal Data, for the purpose of auditing compliance with CM's obligations under this clause 3. Such audits may be carried out no more than once per Contract Year, with reasonable advanced notice, during normal business hours and at Your sole cost and expense.

4 YOUR OBLIGATIONS

4.1 You shall ensure that:

- (a) the supply to CM of RH Personal Data by You (or on Your behalf) for the purposes of processing undertaken by CM and its Sub-processors shall comply with the Data Privacy Laws;
- (b) there is a lawful basis in respect of CM's (and any permitted Sub-processor's) processing of the RH Personal Data and data subjects have been

provided with a privacy policy or notice that complies with the requirements of Article 13 and/or 14 of the GDPR in respect of such processing; and

- (c) the instructions given by You to CM by operation of paragraph 3.1 shall comply with the Data Privacy Laws.

5 COSTS

You acknowledge and agree that CM Revenue Share earned by CM in respect of any sub-licensing of the Content does not take into account costs that may be incurred by CM in complying with its obligations under this DPA. Accordingly, You will pay CM in respect of any costs that are (or are to be) reasonably incurred by CM outside the ordinary course of CM's business in respect of the performance by CM of its obligations in this DPA, except where such performance is required as a result of a breach by CM of its obligations under this DPA. Where practicable to do so, CM will seek Your written approval prior to incurring such costs.

6 LIABILITY FOR LOSSES

Where, in accordance with the provisions under Article 82(3) of the GDPR, both Parties are responsible for the act, or omission to act, resulting in the payment of Losses by a Party or both Parties then a Party shall only be liable for that part of such Losses which is in proportion to its respective responsibility.

