

## Terms and Conditions of Supply of Services

### 1. Definitions

"the Client" means the person who purchases the Services supplied by Envy and shall where relevant be deemed to include all of its offices, employees, sub-contractors and/or agents, engaged in any way in the Contract.

"Booking" means the reservation of or hire of the Facilities and/or Equipment and/or the supply of the Services during the period of booking in accordance with the terms of the Contract.

"these Conditions" means these terms and conditions of supply of services as amended from time to time in accordance with clause 2.5.

"Charges" means the rates agreed and payable for the Services.

"Commencement Date" shall have the meaning given to it in clause 2.2 of these Conditions.

"Contract" means the contract between Envy and the Client for the supply of Services in accordance with and incorporating these Conditions and all other agreed terms, including those in each Order accepted in accordance with clause 2.2.

"Deliverables" means the results of the Services supplied by Envy to the Client.

"Equipment" means any equipment and all articles, material, software booked by the Client for use in the Services, including any hired out or supplied by Envy to the Client or any replacements, substitutes and all accessories and additions made thereto.

"Envy" means Envy Post Production Limited (company number 05360199) a company registered in England and Wales whose registered address is 50A Rathbone Place, London W1T 1JW.

"Facilities" means those parts of the Envy premises made available to the Client pursuant to the Contract.

"Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Material(s)" means any good or material provided by the Client to Envy in connection with the Contract, including but without limitation, any tapes, computer discs, hard disks, drives and devices intended to store Recordings made by the Client as well the Recordings stored on such media.

"Order" the Client's written order for Services as set out in the Client's purchase order or the Client's written acceptance of Envy's quotation, which shall include the description and specification of the Services.

"Personnel" means the employees, agents, sub-contractors or other representatives of Envy whose services are employed by the Client in conjunction with the Services.

"Project" means the wider project for Services which may comprise one or more Bookings.

"Recordings" means any recording made by or on behalf of or at the direction of the Client prior to or after the commencement of the Contract.

"Services" means the services to be supplied by Envy to the Client on and subject to these Conditions, in accordance with any Order accepted by Envy, which shall include, without limitation the supply of the Deliverables, Equipment, Personnel and/or Facilities as applicable and as specified in the relevant Contract.

"Working Days" means Monday to Friday (inclusive) but excluding statutory public holidays.

### 2. Basis of the Contract

2.1 All Orders for Services shall be deemed to be an offer by the Client to purchase Services pursuant to these Conditions and will not be binding until accepted by Envy.

2.2 The Order shall be deemed accepted when Envy issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date"). The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Envy which is not set out in the Contract.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 In the event of any conflict between the terms and conditions in the Order or other Contract document and these Conditions, these Conditions shall prevail to the extent of any conflict or inconsistency, except where and to the extent a term or condition in the Order or other Contract document expressly states that it is intended to overrule a term or condition of these Conditions in which case that term or condition of the Order or other Contract document shall prevail.

2.5 No variation of these Conditions will be binding unless agreed in writing between Envy and the Client

### 3. The Services

3.1 Envy will supply the Services in all material respects in accordance with each Order accepted by Envy.

3.2 Envy will use its reasonable endeavours to perform the Services and deliver the Deliverables by the dates agreed with the Client, however (except to the extent it has not used its reasonable endeavours) such dates shall be estimates only and Envy will not be in breach of these Conditions or liable to the Client under any Contract for any delay in providing the Services and/or Deliverables.

3.3 The Client acknowledges and agrees that the time for performance of the Services and/or delivery of the Deliverables shall in every case be dependent upon the prompt receipt of all necessary information, final instructions and/or approvals from the Client. Alteration by the Client of its requirements and/or failure by the Client to comply with its obligations under these Conditions may result in delay in performance of the Services and/or completion of the Deliverables, for which Envy shall bear no liability. If any such delays causes the Booking to overrun, then Envy may (but shall not be obliged) to allow the Booking to continue beyond the expiry of the Booking upon the same terms and conditions in the Contract and the Client shall be charged and shall pay for any additional time spent at the Facility at Envy's then standard charge out rates.

3.4 Envy warrants that the Services will be performed with all reasonable care and skill.

3.5 Except as provided in clauses 3.2 and 3.3, Envy makes no warranties in relation to its performance of its obligations hereunder and accordingly all terms, conditions, warranties, representations or guarantees that would otherwise have been implied or otherwise imported into these arrangements by statute, common law or custom are hereby expressly excluded to the fullest extent permitted by law.

#### 4. Charges and payment

4.1 The Charges for the Services will be set out in the price list supplied by Envy to the Client from time to time. Any items not set out in the price list will be charged at the rate agreed by Envy and the Client for that item.

4.2 The Client will also reimburse to Envy all travel and subsistence expenses incurred in providing the Services and any costs of shipment of the Deliverables.

4.3 All Charges are exclusive of Value Added Tax which the Client will additionally pay to Envy at the same time as payment is due for the supply of Services.

4.4 Envy will be entitled to invoice the Client in accordance with the payment schedule agreed between Envy and the Client for the Services. If no payment schedule has been agreed, Envy may invoice the Client monthly in arrears and the Client shall pay each such invoice submitted by Envy within 28 days of the date of invoice in full and cleared funds to the bank account nominated in writing by Envy.

4.5 The time of payment shall be of the essence of the Contract. Envy reserves the right to require payment in part or full in advance of the date of performance of the Services, where agreed in the payment schedule referred to in clause 4.4 or in any circumstances where Envy reasonably considers that any of the circumstances referred to in clauses 7.4 (a) – (c) may apply.

4.6 All payments shall be made in full without deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Envy in order to withhold payment of any such amount in whole or in part. If the Client disputes the amount of any sums invoiced, it must notify Envy in writing within 5 days of the date of invoice of the dispute in accordance with clause 14.1.

4.7 Without limiting any other right or remedy of Envy, if Client fails to make payment of any amount due under the Contract by the due date for payment, Envy reserves the right to: (a) withdraw any discounts or rebates that have been agreed between the parties in respect of the Contract or any other Contract between Envy and the Client; and/or (b) require immediate payment of all outstanding invoices rendered to the Client under the Contract or any other Contract between Envy and the Client; and/or (c) Envy shall be entitled to charge the Client interest on the overdue amount and claim compensation in accordance with its statutory rights; and/or (d) take such legal proceeding to recover the amount due as it wishes..

#### 5. Client's obligations

5.1 The Client warrants that it will:

(a) provide on a timely and on-going basis all Materials and information in respect of which the Services are to be provided and which are reasonably required to execute the Contract, and will obtain such information, licences, input, consents and approvals as are required to enable Envy to perform the Services;

(b) obtain and pay for (or procuring that the same are obtained or paid for) any and all necessary authorities, licences and/or third party consents required to make or

exploit the Materials it supplies in connection with the Services;

(c) notify Envy of the identity of the Client's representative who will be available at all reasonable times in connection with the Services and who will have authority to approve the results of the Services on behalf of the Client;

(d) abide by Envy's studio rules, regulations and health and safety policy and shall be responsible for the actions of any Client personnel upon Envy's premises;

(e) leave the Equipment and/or Facilities in a good condition;

(f) at the end of the Booking, promptly vacate the Facilities and/or cease using the Equipment and/or Services and where applicable return the Equipment to Envy.

5.2 The Client acknowledges and agrees that if its failure to comply with the terms of each Contract results in delays in the provision of the Services, over running of Bookings or any other additional work being required in order to provide the Services, this is likely to result in additional cost to Envy, and where this is so, Envy shall be entitled to increase the amount of the Charges, alter the agreed timescales or dates for providing Services or otherwise make such adjustments to the provision of the Services as are reasonable.

#### 6. Intellectual Property

6.1 Ownership of the Intellectual Property Rights in the Materials shall remain with the Client or its licensors Ownership of the Intellectual Property Rights in any third party materials which form part of the Deliverables shall remain with that third party. The Client is granted a licence to use those Intellectual Property Rights on the terms on which that third party has granted a licence to Envy.

6.2 The Intellectual Property Rights in any parts of the Deliverables which are specifically developed for the Client as part of the Services will vest in the Client and in each case on payment in full for the relevant Services Envy hereby automatically assigns such Intellectual Property Rights to the Client.

6.3 The Intellectual Property Rights in any materials owned by Envy prior to the date of the relevant Contract or developed independently by Envy of the Services (and all developments and modifications to such items) shall remain vested in Envy. Envy hereby grants to the Client a non-exclusive, royalty free licence to use, perform, display, copy, sub-licence and distribute such Intellectual Property Rights as part of the Deliverables.

6.4 Notwithstanding any other provision of these Conditions, the Client agrees that Envy shall be entitled to use any expertise, know-how, ideas, methods, processes or techniques used in the Deliverables for the purposes of Envy's business from time to time.

#### 7. Cancellation and Termination

7.1 Once a Contract is made, the relevant Project, Services or Booking is confirmed and committed to by the parties. Therefore, if any confirmed Project, Services or Booking the subject of a Contract is cancelled by the Client, at any time, then without prejudice to Envy's other rights and remedies available, Envy may charge the Client a cancellation fee of 100% of the Charges that would have been due if the affected Services had been performed in accordance with the Contract.

7.2 In addition to the cancellation fee under clause 7.1 above, Envy shall be entitled to charge the Client for any uncancellable amounts payable to third parties in connection with the Booking.

- 7.3 Cancellations of any Bookings will only be effective if given in writing or by email by the Client.
- 7.4 Without prejudice to any other rights or remedies which Envy may have, Envy may cancel any Booking and/or terminate the Contract (whether or not any services in connection therewith have been provided by Envy) with immediate effect and without liability to the Client if:
- (a) the Client is in breach of any of the terms of the Contract and either the breach is not capable of remedy or the breach is not remedied within a period of 14 days (or if shorter before the end of the affected Booking or other Services); or
  - (b) the Client becomes insolvent or bankrupt, goes into administration or has a receiver appointed over any of its assets; or
  - (c) the Client suspends or ceases, or threatens to suspend or cease to carry on all or a substantial party of its business;
  - (d) Envy in its absolute discretion considers a Client's Material(s) are or might be offensive or obscene or that copying or other reproduction thereof might infringe the rights of any third party or be otherwise illegal.
- 7.5 If any Booking is cancelled and/or the Contract terminated by Envy in the circumstances set out in clause 7.4 then, without prejudice to Envy's other rights and remedies available at law or otherwise, Envy may charge the Client a cancellation fee in accordance with clause 7.1 above.
- 7.6 The Client may cancel any Booking and/or terminate the applicable Contract with immediate effect in writing if Envy are in material breach of any of the terms of these Conditions and (if such a breach is remediable) fails to remedy the breach within 30 days of that party being notified in writing of the breach.
- 7.7 On termination of a Contract for any reason:
- (a) the Client shall immediately pay to Envy all of Envy's outstanding unpaid invoices and any interest due and, in respect of Services supplied but for which no invoice has been submitted, Envy may submit an invoice, which shall be payable immediately on receipt;
  - (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination;
  - (c) the Client shall arrange for the Materials to be removed in accordance with clause 8; and
  - (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 6 (Intellectual property rights), clause 8 (Removal of Material), clause 9 (Indemnity), clause 10 (Confidentiality), clause 11 (Risk and Liability), clause 15 (General).
8. **Removal of Material**
- 8.1 The Client shall, within twelve (12) months from, whichever is sooner (a) termination of a Contract for any reason, or (b) the issue by Envy of an invoice to the Client for the Services, remove all Material utilised in relation to that Contract or invoice.
- 8.2 If the Client fails to remove all, or any of the Material in accordance with clause 8.1, Envy shall at its own option either:
- (a) return all such Material to the Client; or
  - (b) destroy or dispose of all Material,

and Envy shall be entitled to charge the Client for all related delivery charges, costs, expenses and / or all other charges incurred in returning or destroying (as applicable) the Materials in accordance with this clause 8.2.

- 8.3 Envy shall store the Material until it is removed, returned, destroyed or disposed of in accordance with this clause 8 and Envy shall be entitled to charge the Client for all its reasonable related costs and expenses in doing so.

- 8.4 Except as set out in these Conditions, Envy shall have no liability to the Client or any other third party whatsoever for any loss or damage to the Material whilst in Envy's possession (otherwise than in consequence of any negligence on the part of Envy), which shall be stored at the Client's sole risk and Envy shall not be under any obligation to maintain insurance against any risks whilst the Material is in its possession. The Client shall therefore ensure that it takes out and maintains sufficient insurance against loss or damage of the Materials in the full replacement value thereof.

## 9. Indemnity

- 9.1 The Client undertakes to indemnify Envy and its Personnel and keep it indemnified fully at all times against all claims, demands, actions, proceedings, damages, losses, costs, expenses, fine and charges or other liabilities made against or incurred or suffered by Envy or its Personnel by reason of or in respect of:

- (a) any breach by the Client of the terms of the Contract; or
- (b) deficiencies in the Materials or data or the like supplied to Envy by the Client in connection with the Services; or
- (c) a failure to obtain any licences, consents or permissions as required under clause 5 herein; or
- (d) any actual or alleged infringement of any third party Intellectual Property Rights or any civil or criminal claim, action or prosecution by any third party arising out of or in connection with the Services, Materials or Recordings, including for defamation or obscenity or for any breach of confidence or misuse of any confidential information except to the extent any such liability is attributable to the negligent act or omission of Envy or its Personnel.

## 10. Confidentiality

- 10.1 Any information relating to either party and coming into the possession of the other party as a result of the operation of these Conditions or any Contract shall be treated as confidential and shall not be disclosed to any person other than employees ( or in the case of Envy, its sub-contractors) of such other party requiring such information pursuant to these Conditions or any order without the prior written approval of the party to whom it relates (such approval not to be unreasonably withheld or delayed).

- 10.2 Nothing contained in these Conditions shall be construed to impose a confidentiality obligation in respect of any matter which is at the time of disclosure known to the public unless through the act or omission on the part of the non-disclosing party or which is required to be disclosed by any applicable law, court order or any governmental or regulatory authority.

## 11. Risk and Liability

- 11.1 Nothing in these Conditions or any Contract shall exclude or limit Envy's liability for: death or personal injury to the extent arising from the negligence of Envy or its Personnel; or anything which it cannot limit or exclude by law.

- 11.2 Subject only to clause 11.1 Envy's aggregate liability to the Client whether in respect of negligence, breach of contract, tort, misrepresentation or otherwise for any loss or damage arising out

- of or in connection with the Contract shall in no circumstances exceed an amount equal to the greater of the total charges paid by the Client to Envy in connection with the Contract and £50,000.
- 11.3 Subject only to clause 11.1, Envy shall not in any event be liable to the Client or any third party whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising out of or in connection with any Contract for any:
- (a) loss of profits;
  - (b) loss of sales or business
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss or damage to goodwill;
  - (f) loss of use or corruption of software, data or information; or
  - (g) any indirect, consequential, incidental or special damages.
- 11.4 The Client shall be responsible for the quality and integrity of the Materials and risk in the content of such Materials (including without limitation any master Recordings) held by Envy for the Client will at all times remain with the Client. Where such Materials comprise Recordings, it is the responsibility of the Client to keep back-up copies of any such Recordings and to insure them where required and the Client acknowledges that Envy's sole liability for any loss or damage to any of the Client Recordings shall be limited to the replacement cost of the physical media on which the Recording is stored as if such media were blank and did not embody any Recording whatsoever. Envy reserves the right to charge for any Materials that it stores on behalf of the Client.
- 11.5 Envy shall retain title to and legal and beneficial ownership of the Deliverables until the Charges for the Deliverables have been paid in full. Notwithstanding any other provision of the Contract, the Client hereby acknowledges and agrees that risk of loss of or damage to Deliverables shall only be with Envy whilst on Envy's premises and that accordingly, all risk in the Deliverables when in transit or otherwise off Envy's premises shall vest in the Client.
- 11.6 Envy has a general and particular lien over any property of the Client situated at any time at the Facility or any other Envy premises in respect of all claims and money which the Client may at any time owe to Envy under any Contract whatsoever and in any other way whatsoever until the Charges have been received in full. If any lien is not satisfied within 14 days of such moneys becoming due, the Company may, in its absolute discretion, sell or make use of such property as agents for the Client and apply the proceeds towards the moneys due from the Client, and shall upon accounting to the Client for the balance (if any) shall be discharged from all liability in respect of the property. In respect of any sums which are properly disputed by the Client pursuant to clause 4.6, such sums shall not of themselves give rise to a lien under this clause.
- 12. Assignment and sub-contracting**
- 12.1 Envy may engage any person, firm or company as its subcontractor to perform any of its obligations under these Conditions or any order but shall not be released from any liability therefor.
- 12.2 Each contract between Envy and the Client is personal to the Client who may not assign or transfer it without the prior written consent of Envy.
- 13. Force Majeure**
- 13.1 Envy shall not be liable in any way for loss, damage, or failure of, or delay in, performance by it of its duties and obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, which shall include without limitation, acts of God, strikes, lockouts, war, riot, civil commotion, acts of terrorism, fire, flood, storm or earthquake and any disaster and failure of a third party utility service or telecommunications network (including, without limitation, the internet) (a "Force Majeure Event"). Following notification by Envy to the Client of any such Force Majeure Event, Envy shall be entitled a reasonable extension of time to perform its obligations under the Contract.
- 14. Dispute Resolution**
- 14.1 If the Client wishes to raise any query or dispute in connection with or arising out of the Contract, including as to whether the Deliverables and Services have been provided in accordance with the Contract or the amount invoiced by Envy, the Client must notify the Envy account manager in writing within 5 days of the Client's receipt of the affected Deliverable or invoice, or 5 days of performance (or due date for performance) of the Services and provide sufficient details of the dispute to allow the matter to be properly assessed by Envy, including any further information that Envy may require. Envy shall use its best endeavours to provide a response within 5 days from its receipt of such notification and the required information.
- 14.2 If the dispute or difference is not so responded to or resolved by the Envy account manager in accordance with clause 14.1, then unless otherwise agreed by the parties, the Client shall (within a further period of 5 days from the date of Envy's response or the date Envy should have responded in accordance with clause 14.1) notify the Chief Executive Officer of Envy and request resolution of the matter.
- 14.3 If the matter is not resolved to the satisfaction of the Client within a further period of 15 days from the date it is notified to the Chief Executive Officer of Envy, either of the parties may submit the matter to the English courts pursuant to clause 15.9.
- 14.4 Nothing in these Conditions or the Contract shall prevent either party from immediately applying to the English Courts to obtain an injunction or other interlocutory injunction.
- 15. General**
- 15.1 These Conditions and the relevant Contract set out the entire agreement and understanding between the parties with respect to the subject matter of the Contract and supersedes any prior agreements, representations, understandings or arrangements (oral or written) in respect of the subject matter of each Contract between the parties.
- 15.2 The Client acknowledges that it has entered into each Contract in reliance only on the representations, warranties promises and terms contained in the Contract; and save as expressly set out in the Contract Envy shall have no liability in respect of any other representation, warranty or promise made prior to the date of the relevant Contract unless it was made fraudulently; and the only remedy available in respect of any misrepresentation, untrue statement made to the Client shall be a claim for breach of contract under the Contract.
- 15.3 To the extent that any provision of these Conditions or any Contract are found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of the contract between the parties, it shall not affect the enforceability of the remainder of the Contract between the parties nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 15.4 Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in these Conditions or any Contract by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

- 15.5 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Conditions, any Contract or otherwise.
- 15.6 Envy may use the Clients' name and brief details of the Services for the purposes of Envy's advertising and promotion of its business. Following the broadcast or exhibition of the work resulting from the Services, Envy will have the right to use any part of the work solely for use in its corporate advertising and showreels.
- 15.7 Any notice to a party under these Conditions and any Contract shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post or fax to that party's business address or registered office and will be deemed to have been served at the time of delivery if delivered personally or 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address.
- 15.8 These Conditions and each Contract and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with a Contract, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.9 Each of the parties irrevocably submits for all purposes in connection with these Conditions and each Contract to the exclusive jurisdiction of the courts of England and Wales which shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with any Contract, its subject matter or formation, subject to clause 14 (Dispute Resolution).
- 15.10 In these Conditions, the headings are for convenience only and shall not affect the interpretation of these Conditions.
- 15.11 Unless expressly provided in these Conditions or any Contract no provision of these Conditions or any Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 15.12 Nothing in these Conditions or any Contract is intended or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
- 15.13 At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other may reasonably require for the purpose of giving the other the full benefit of all provisions of these Conditions and any Contract.

## Schedule (Data Processing)

### Definitions

“Client Personal Data” means personal data (as defined below) provided in any form by the Client to Envy and any other personal data of the Client which is processed by Envy as processor for the Client under these Conditions.

“controller”, “data subject”, “personal data”, “process”, “processor” and “supervisory authority” shall, for the purposes of this Schedule have the meanings set out in the GDPR.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679), or similar legislation as implemented under English law (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force in the United Kingdom from time to time.

“Model Clauses” means the clauses established pursuant to Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection (or any equivalent clauses subsequently introduced pursuant to the implementation of the GDPR).

“Privacy Shield” means the EU-US Privacy Shield Framework developed by the US Department of Commerce and the EU Commission, including the Privacy Shield Principles and the Supplemental Principles (or any equivalent or replacement mechanism implemented between the USA and the EU, the UK and the US, or the UK and EU).

“Security Policy” means Envy’s security policy as updated from time to time.

### Processing of Client Personal Data

1.1 In the event Envy processes Client Personal Data in the course of performing its obligations under these Conditions, the parties agree that, for the purposes of the GDPR, the Client shall be the controller and Envy shall be the processor.

1.2 The processing is as follows (as later updated by Envy from time to time):

a. the subject-matter, nature and purpose of the processing is the performance of the Services;

b. the duration of the processing is the term of these Conditions and for such further time as the parties shall agree in writing;

c. the categories of data subjects are members of the public and will depend on the use by the Client of the Services and Client Personal Data in the particular circumstances; and

d. the types of personal data depend on what Client Personal Data the Client provides to Envy and could include images of data subjects, car number plates and other personal data included in materials provided by the Client to Envy.

1.3 The Client instructs Envy (and authorises Envy to instruct any sub-processor it appoints) to:

a. process the Client Personal Data; and

b. transfer the Client Personal Data outside the European Economic Area, provided that in respect of any transfers outside the European Economic Area an adequacy decision applies in relation to the relevant third country (such as the Privacy Shield)

or an appropriate safeguard is in place in relation to the transfers (such as the Model Clauses), in each case as reasonably necessary for the performance of and in accordance with the terms of these Conditions.

1.4 The Client warrants and represents that:

a. it will at all times remain duly and effectively authorised to give the instruction set out in paragraph 1.3;

b. it has all authority, grounds, rights and consents necessary to enable Envy to process the Client Personal Data in accordance with the GDPR and all other applicable data protection legislation for the purposes of these Conditions and is entitled to provide it to Envy for processing in accordance with these Conditions on the Client’s behalf;

c. all relevant third parties have been informed of, and have given their consent to, such processing as required by the GDPR and all other applicable data protection legislation;

d. it shall comply with the GDPR and all other applicable data protection legislation, relevant industry codes of practice and guidance in relation to the processing of personal data;

e. the information set out in paragraph 1.11.2 is accurate; and

f. it has ensured and will continue to ensure that Client Personal Data supplied to Envy and/or a sub-processor is relevant and not excessive with regard to the purpose of the processing, is materially accurate and up to date.

1.5 Envy shall not be liable for any claim arising from any action or omission by it or any sub-processor, to the extent that such claim, action or omission is a consequence of the Client’s instructions, including instructions to transfer data to a third party.

### Envy Obligations

1.6 Envy, to the extent it is acting as processor in respect of Client Personal Data, agrees to:

a. process Client Personal Data only in accordance with documented instructions from the Client (including those set out in these Conditions), unless required to do so by English, European Union (“EU”) or EU Member State law to which Envy is subject. In such a case, Envy shall inform the Client of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);

b. only transfer the Client Personal Data outside the EEA in accordance with this Schedule;

c. ensure that its Personnel authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

d. 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 risk of the varying likelihood and severity of rights and freedoms of natural persons, in relation to the Client Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including considering those measures referred to in Article 32 of the GDPR (‘Security of processing’);

e. taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client’s obligation to respond to requests for exercising data subjects’

rights laid down in Chapter III ('Rights of the data subject') of the GDPR;

f. taking into account the nature of the processing and information available to Envy, provide assistance to the Client in order to assist the Client in ensuring the Client's compliance with the obligations set out in GDPR Article 32 ('Security of processing'), Article 33 ('Notification of a personal data breach to the supervisory authority'), Article 34 ('Communication of a personal data breach to the data subject'), Article 35 ('Data protection impact assessment'), and Article 36 ('Prior consultation'), in each case solely in relation to processing of the Client Personal Data;

g. at the option of the Client, delete or return all the Client Personal Data to the Client after the end of the provision of services relating to processing, and delete existing copies unless English, EU or EU Member State law requires storage of the personal data. Envy may retain the Client Personal Data: (i) to the extent required by any applicable laws affecting it for such period as required by such laws, and (ii) to keep copies of final project files and sessions for a maximum of five years from the end of the provision of the Services in order to assist with future re-versioning for the Client, unless the Client notifies Envy prior to the commencement of the Project otherwise, in each case provided that Envy shall ensure the confidentiality of all such personal data and shall ensure that such personal data is only processed as necessary for the purpose(s) specified in the applicable laws;

h. make available to the Client all information necessary to demonstrate compliance with Article 28 of the GDPR and, subject to paragraph 1.7, permit audits and inspections conducted by the Client or an auditor appointed by the Client; and

i. immediately inform the Client if, in its opinion, an instruction of the Client pursuant to paragraph 1.6(h) infringes the GDPR or other EU or EU Member State data protection provisions.

## Audits

1.7 The Client shall give Envy reasonable notice of any audit or inspection to be conducted under paragraph 1.6(h) and shall make (and ensure that each of its appointed auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Envy's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Envy need not give access to its premises for the purposes of such an audit or inspection:

a. to any individual unless he or she produces reasonable evidence of identity and authority;

b. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Client has given notice to Envy that this is the case before attendance outside those hours begins; or

c. for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

i) the Client reasonably considers necessary because of genuine concerns as to Envy's compliance with its data processing obligations under this paragraph 1; or

ii) the Client is required or requested to carry out by the GDPR, a supervisory authority or any similar regulatory authority responsible for the enforcement of data protection laws,

where the Client has identified its concerns or the relevant requirement or request in its notice to Envy of the audit or inspection.

## Security Policy

1.8 The Client confirms it has assessed the provisions of the Security Policy in relation to the Client Personal Data and these Conditions more generally, and acknowledges that the standards implemented by the Security Policy are appropriate to the risks referred to in paragraph 1.6(d). As between the Client and Envy and to data subjects and supervisory authorities, the Client shall be responsible if the measures set out in the Security Policy do not meet the GDPR standard of appropriateness referred to in Article 32 of the GDPR (or equivalent).

## Sub-processors

1.9 The Client generally authorises Envy to engage sub-processors in relation to the processing of Client Personal Data.

1.10 Envy shall inform the Client of any intended changes concerning the addition or replacement of such processors. The Client shall have the right to object to any changes, where it has reasonable grounds to consider the use of such processors would not comply with the GDPR, and if it does object it must notify Envy in writing within 5 days of being informed of the change.

1.11 Where Envy receives written notice from the Client in accordance with paragraph 1.10, Envy shall endeavour to address the objections raised by the Client, but if the Client is not satisfied, either party shall have the right to terminate these Conditions on not less than 30 days' notice.

1.12 Envy shall ensure that the arrangement between it and each processor contemplated by paragraphs 1.9 and 1.11 is governed by a written contract including terms which offer equivalent protection for the Client as those set out in these Conditions and which are required by Article 28(3) of the GDPR.

## Costs

1.13 The Client shall reimburse Envy for all costs, expenses and time (at Envy's standard rates) in connection with the fulfilment of Envy's obligations under paragraphs 1.6(e) to 1.6(i). Envy shall invoice the Client in relation thereto and such invoices shall be paid within 28 days of the date of invoice in full and cleared funds to the bank account nominated in writing by Envy.

## Cooperation with Supervisory Authorities

1.14 The Client shall (at its own cost) provide assistance requested by Envy in relation to the fulfilment of Envy's obligation to cooperate with the relevant supervisory authority under Article 31 GDPR. Notwithstanding any other provision of these Conditions, Envy shall be entitled to respond to and provide all relevant information in respect of requests or orders issued by such supervisory authority.

## Specific Instructions

1.15 The Client acknowledges and agrees that, unless specific instructions are given in paragraph 1.16 and accepted by Envy, Envy shall not:

a. review whether and/or to what extent any materials provided by the Client to Envy contain Client Personal Data;

b. make any decisions concerning how the Client Personal Data should be processed including whether the

material should be edited in order to anonymise or pseudonymise the Client Personal Data; or

- c. anonymise or pseudonymise the Client Personal Data.

1.16 Where the Client has any specific requirements in relation to the processing of the Client Personal Data, including where the Client wishes Envy to take steps to anonymise or pseudonymise Client Personal Data, the Client shall provide Envy with full and clear instructions setting out the requirements on reasonable notice prior to the commencement of the Project and Envy shall use reasonable endeavours to comply with such instructions at the Client's cost.

#### **Indemnity**

1.17 The Client shall indemnify Envy at all times against all claims, demands, costs (including legal costs on a full indemnity basis), damages, expenses, losses, fines, monetary penalties and liabilities incurred by Envy arising out of or in connection with:

- a. any breach by the Client of paragraph 1.4;
- b. any act or omission of processing by the Client, its affiliates or third party suppliers which infringes the GDPR; and
- c. notwithstanding clause 1.6(i), the provision of unlawful or inadequate instructions by the Client in relation to the personal data.