

Data Processing Agreement

1. DEFINITIONS

Agreement: The agreement with appendices between the Customer and the Supplier that establishes what the Supplier shall supply to the Customer and the commercial terms. This DPA does not entail any changes to the commercial terms of the Agreement.

Customer: The Customer may be a production company or a broadcaster and is the legal entity that acquires certain services from the Supplier as described in the Agreement, wherein the Supplier processes personal data on behalf of the Customer, and the Customer is the "Controller" within the meaning of the GDPR.

Data Processing Agreement (DPA): These terms and conditions and any alterations and updates agreed upon between the Parties in writing. The DPA applies between the Customer as the Controller and the Supplier as the Processor, within the meaning of the GDPR.

GDPR: The EU's General Data Protection Regulation. (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) which came into force in the EU on 25th of May 2018.

Party: Customer or Supplier.

Parties: Customer and Supplier.

Personal data: Means any information relating to an identified or identifiable natural person ('**data subject**').

Processing: Means, any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction ("**process**" and "**processing**" shall be construed accordingly).

Supplier: Nordisk Banijay AS with business registration number 993 045 357 and address Hammersborggata 9, 0181 Oslo, Norway. The Supplier is the legal entity that by some means processes personal data on behalf of the Customer, and the Supplier is the "Processor" within the meaning of the GDPR.

2. THE PURPOSE OF THE DPA

The purpose of the DPA is to regulate the rights and obligations of the Parties in accordance with the GDPR. The DPA shall ensure that personal data related to the data subjects through the use of the Casting Platform BaCaPe is not processed unlawfully or made available to unauthorized persons. The DPA regulates the Processor's (Supplier) processing of personal data on behalf of the Controller (Customer), including collection, recording, organization, storage and disclosure or combinations thereof.

3. THE AIM OF THE DPA

The aim of this DPA is to specify that the Supplier as the Customer's Processor may process personal data within the terms that are agreed upon with the Customer, to perform any processing that the Customer requests the Supplier to assist the Customer with, or to fulfil the Supplier's contractual relationship with the Customer, as it stands at any time.

The Parties agree that new purposes/processing must be **documented** in writing (electronically such as e-mail constitutes as in writing).

The Supplier and any person acting on behalf of the Supplier that has access to personal data, shall process the data only on documented **instructions** from the Customer. The Parties agree that this DPA constitutes such instructions from the Customer.

The **personal data** to be processed by the Supplier including its sub-contractor Chocely Ltd: All personal data (including sensitive personal data) that the Supplier is given access to by the Customer through the use of BaCaPe. Normally this is information about the Customer who is given access to the Platform. In this relation the following information in processed:

- name, email address and information about production company.
- contact information about the production company's employee who deal with finance and administration can be processed to invoice the production company.

Nordisk Banijay AS and Chocely Ltd will not have direct access to any personal data relating to those persons who apply for the Customers productions using BaCaPe.

In cases of any requests for support by Customer, Chocely Ltd, who is responsible for all technical support in BaCaPe, can process personal data in relation to the Customer's employee who request such support. Personal data processed in this relation is normally limited to the name of the employee.

Chocely will only access BaCaPe when it is needed and will not process personal data related to data subjects who apply for productions through BaCaPe.

Categories of data subjects: The Customer's own employees and hired personnel that create an account in BaCaPe, as well as individuals that apply for productions through BaCaPe.

The **processing** covered by the DPA: The processing that is necessary for the Supplier to fulfil its obligations as a Supplier to the Customer in accordance with the agreement between the Parties and as a Processor under the applicable laws.

The **framework** for the Supplier's processing of personal data: The Supplier may process personal data in accordance with the contractual relationship between the Parties at any time and to fulfil the Supplier's responsibility as the Processor under the applicable laws.

4. SUPPLIER'S OBLIGATIONS AS PROCESSOR

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The Supplier shall comply with the procedures and documented instructions for the processing that the Customer has decided is applicable at any given time.

The Supplier can provide the Customer with access to its security documentation and assist so the Customer can comply with its own responsibilities under the relevant privacy laws.

Unless otherwise agreed upon, or provided by law, the Customer has the right to access and inspect the personal data processed and the systems used for this purpose. The Supplier can provide necessary assistance to this.

Subject to the terms of the Agreement, the Supplier has a duty of confidentiality regarding documentation and personal data that they obtain access to pursuant to this DPA.

The Supplier shall implement appropriate technical and organizational measures required pursuant to GDPR Article 32 to achieve a level of security appropriate to the risks associated with processing personal data and to ensure that processing meets the requirements of applicable data protection legislation, including the requirements of the GDPR, and the protection of the rights of the data subject.

The Supplier shall assist the Customer with fulfilling the Customer's duty to respond to requests from the data subject for the purpose of exercising his/her rights as a data subject pursuant to the GDPR Chapter III. Taking into account the type of processing and the information made available to the Supplier, the Supplier shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to GDPR articles 32 through 36.

The Supplier shall immediately inform the Customer if, in its opinion, an instruction from the Customer infringes the GDPR or other statutory provisions on the protection of personal data. The Supplier shall keep a record of their processing activities performed on behalf of the Customer pursuant to the GDPR article 30 section 2.

The Supplier shall ensure that persons authorized to process the personal data are committed to processing the information confidentially by a confidentiality statement in an employment contract or other agreement with the Supplier if such person is not subject to an appropriate statutory duty of confidentiality.

5. CUSTOMER'S OBLIGATIONS AS CONTROLLER

The Customer has the rights and duties at any time given by law applicable to the Controller as the Controller for the processing of personal data. The Customer is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR and national data protection laws. The Customer has the right and obligation to make decisions about the purposes and means of the processing of personal data. The Customer shall be responsible, amongst other things, for ensuring that the processing of personal data, which the Supplier is instructed to perform, has a legal basis.

6. USE OF SUB-PROCESSORS

The Supplier respects the conditions referred to in GDPR Article 28 paragraphs 2 and 4 for engaging another processor. The Supplier shall not engage another processor without prior

specific or general written authorisation of the Customer. In the case of general written authorisation, the Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such change.

The Supplier may use the following sub-processors to provide BaCaPe to the Customer:

- **Chocely Ltd. ("Chocely")**: The Finnish company Chocely Ltd. is responsible for technical support and development in BaCaPe. Chocely make use of the following sub-processors to deliver the service according to the Agreement:
- **Google Cloud Services from Alphabet Inc. ("Google")**: Chocely uses Google Cloud Services from Google to store all data in and from BaCaPe. Storage of personal data will in 2023 be limited to countries in EU/EEA. Google's Data Processing Agreement, including standard contractual clauses from 2021, is part of the terms of agreement that apply for the use of Google Cloud Services.
- **Nylas Inc ("Nylas")**: Chocely has implemented Nylas' systems for processing of calendar and email information in BaCaPe. Storage of personal data processed by Nylas is located in EU/EEA. Nylas Data Processing Addendum, including standard contractual clauses from 2021, is part of the terms of agreement that apply for the use of services from Nylas (only pseudonymized data may be transferred to the US).

7. SECURITY

The Supplier shall comply with the security requirements imposed by the applicable personal data protection legislation. BaCaPe is created with privacy in focus, for instance with settings that secures "privacy by design" and "privacy by default". BaCaPe is designed to handle personal data in a responsible manner according to the data minimization principle and access to personal data in BaCaPe is limited to those with the necessary need to access the information.

Both the Customer and the Supplier shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the Customer shall provide the Supplier with all information necessary to identify and evaluate such risks.

In case of any personal data breach, the Supplier shall notify the Customer of the breach without undue delay. When possible, the Supplier shall notify the Customer of any breaches within 48 hours. The Supplier shall assist the Customer in obtaining the information listed below, which pursuant to Article 33(3) GDPR, shall be stated in the Customer's notification to the Data Protection Authority: (i) The nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) The likely consequences of the personal data breach; (iii) The measures taken or proposed to be taken by the Customer and the Supplier to address the personal data breach and measures

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to mitigate its possible adverse effects. The Customer is responsible for forwarding the security breach notices to the Data Protection Authority.

8. SECURITY AUDITS

The Supplier can, upon request, make available to the Customer all information necessary to demonstrate that the requirements set out in this DPA and GDPR Article 28 are met. The Supplier's documented expenses as a result of the Customer's security audits or inspections can be invoiced the Customer with the next invoice from the Supplier.

9. DURATION OF THE NDA

Unless a specific provision herein is expressly given a longer period of application, the DPA applies as long as the Supplier is processing personal data on behalf of the Customer, and the DPA follows the same rules for termination as the Agreement.

10. UPON TEMRINATION

Pursuant to the Customer's decision, the Supplier shall securely delete, destroy or return all personal data received on behalf of the Customer to the Customer after the services associated with the processing are provided (upon termination of this DPA).

Upon termination of the DPA it can be agreed upon that the Supplier will delete or securely dispose of all documents, data, etc., which contain data covered by the DPA. This also applies to any backups. The Supplier shall delete existing copies of such personal data, documents and data, unless applicable laws require that the Supplier continue to store personal data

or such documents / information. The Supplier shall document in writing that the deletion and / or destruction has been carried out according to the DPA within reasonable time after the termination of the DPA.

11. NOTICES

Notices pursuant to this DPA shall be sent in writing to the Parties' given contact persons as defined in the Agreement between the Parties.

12. LIABILITY

The Parties' liability for damage suffered by a data subject or other natural persons which is due to a violation of the GDPR, will follow the provisions of article 82 of the GDPR. The limit of liability in the Agreement does not apply to damages pursuant to GDPR article 82. The Parties are individually liable for administrative fines imposed pursuant to article 83 of the GDPR.

13. DISPUTE RESOLUTION

The DPA shall be interpreted and regulated in accordance with local law as stated in Appendix 1. Any disputes between the Parties shall be settled by ordinary courts. Lawsuits in such disputes shall be brought before the Oslo District court, which the Parties agree upon as the legal venue.

14. SIGNATURE

This DPA is part of the Agreement that is signed by the Parties. The Parties agree that the DPA does not need to be signed separately.

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