

EXHIBIT
COMPANY – TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS AND DEFINITIONS

1.1 The conditions in this Agreement are the only conditions upon which Company is prepared to deal with Service Provider and they govern the Agreement to the exclusion of all other terms and conditions. The parties' respective obligations include those in the Attachments incorporated into this Agreement by this reference. An Attachment that is a form or template becomes part of this Agreement on completion and, where required, execution by the parties.

1.2 To the extent that the Services include Deliverables the risk in such property will pass to Company only upon the express final acceptance of the Deliverables in writing by Company after any inspection or review (as applicable) that Company wishes to perform, provided, however, without prejudice to Company's right of inspection, review, acceptance and/or refusal of any Deliverables provided as part of the Services, the ownership rights in and to any part of Deliverables acquired by Service Provider or any Intellectual Property Rights in the Work by Service Provider pursuant to this Agreement will immediately pass to Company. For the avoidance of doubt, if the Deliverables are in the possession of the Service Provider, the risk remains with the Service Provider and if there is any loss or damage to the Deliverables, whether or not caused by Service Provider's fault, Service Provider must bear and indemnify Company against such loss and damage.

1.3 Capitalized terms used but not defined in an Attachment have the meaning given them in the Front Sheet or these Terms and Conditions. Conflicts among provisions are resolved in descending order of priority: Front Sheet, Service Request, these Terms and Conditions and any other Attachment, provided, however that any inconsistency, conflict, or ambiguity between the Global Privacy Obligations, the Information Security Obligations, and any other provision of this Agreement shall be resolved in the following order of precedence: (i) the Global Privacy Obligations; (ii) the Information Security Obligations; and (iii) any other provisions of this Agreement.

1.4 **Definitions:** In this Agreement, the terms below have the following meanings:

- (a) **Affiliate** means in respect of a party: (i) any direct or indirect subsidiary company of such party; (ii) any and all companies of which a party is a direct or indirect subsidiary company (**Parent Company**); or (iii) any direct or indirect subsidiary company of the Parent Company.
- (b) **Client** means a third party in receipt of services (eg., an advertiser or agency) from Company and/or its Affiliate(s).
- (c) **Commencement Date** means: (i) the date set out in the applicable Schedule in respect of the Services covered by that Schedule; or (iii) in the absence of a date set out in the Service Request or other Schedule, the date of the first provision of Services under this Agreement.
- (d) **Company Data** means and includes any and all data (including test data), materials and/or information, in any form or media if (i) provided, made accessible or submitted by Company, Company Affiliates, or on behalf of or in conjunction with Company or a Company Affiliate, to Service Provider; (ii) collected or processed by Service Provider that identifies or allows identification of Company, Company Affiliates and/or their employees, vendors, customers, properties, websites or mobile applications, and/or any of Company's and/or Company Affiliates' brands, content and context; (iii) generated, collected, processed or received by Service Provider in connection with Company's or any Company

Affiliate's access to or use of the Services, Service Provider Systems or Service Provider Facility, including but not limited to comments or notes that Company and/or Company Affiliates insert or add in connection with any content uploaded and stored or otherwise Processed via Service Provider systems or Service Provider facilities, and includes without limitation, data stored in cookies or functionally similar technologies, analytics, statistics, trending and any and all data contained in reports prepared for, generated by and/or accessible by Company and/or Company Affiliates; and/or (iv) derived from any of the Company Data described in (i), (ii) and (iii) above. Company Data shall be deemed to include any and all copies, analyses, excerpts, abstracts, modifications, summaries, enhancements, aggregations, or other derivative works thereof. For clarity, both Company confidential Information and Personal Information constitute Company Data.

- (e) **Company Material** means all materials including drawings, trademarks and logos, designs, patterns, samples, specifications, financial and other business reports, analyses, compilations, studies, data, information, films, photographs, music, scripts, sound recordings, broadcasts or cable programmes, databases, Specifications and Descriptions of Service(s), any of which may be in electronic form or any other medium now known or later devised, made available by Company and/or a Company Affiliate to Service Provider and all Intellectual Property Rights associated with the foregoing.
- (f) **Contractor(s):** means any consultant, contractor, sub-contractor and any other provider of services that enters into a Third Party Agreement with Service Provider.
- (g) **Contributor(s):** means any person that enters into a Contributor's Agreement in the form of Exhibit – Form of Contributor's Agreement to this Agreement (**Contributor's Agreement**).
- (h) **Deliverables:** refer Front Sheet.
- (i) **Description** means the description of Services in any written instructions from Company, the Service Request or other relevant Schedule.
- (j) **Fee(s)** means the applicable fee(s) for Service(s) as specified in the Schedule – Fee(s) for Service(s) and/or Service Request, as applicable.
- (k) **Force Majeure** means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include acts of God, lightning strikes, earthquakes, floods, storms, explosions, pestilence, fires, disease, epidemic or pandemic (as may be determined by the World Health Organisation and/or Centre for Disease Control and Prevention) and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotions, malicious damage, sabotage and revolution, and strikes.
- (l) **Global Privacy Obligations** means the privacy obligations described in the Front Sheet, as updated or amended by Company from time to time.
- (m) **Information** means in whatever form, ideas, discoveries, concepts, know-how, trade secrets, techniques, designs, specifications, drawings, sketches, models, manuals, samples, tools, computer programs, technical information, and other confidential, non-public business, customer or personnel information.

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- (n) **Information Security Obligations** means the information security obligations which are attached to this Agreement at Exhibit- Information Security Obligations.
- (o) **Intellectual Property Rights** means all registered and unregistered trademarks, service marks, trade names, domain names, trade dress or related rights and the goodwill associated with them; rights in content (including performance and synchronization rights); live-stage rights; merchandising rights; publishing rights; copyrights, database rights, patents, registered and unregistered design rights, know-how and all other industrial, commercial or intellectual property rights statutory and non-statutory, existing in any jurisdiction in the world which protect or are available to protect intellectual property and all the rights to apply for the same, including moral rights, in whatever media or form now known or later devised and all renewals and extensions of them.
- (p) **Marks** means any trademarks, trade names, service marks or logos of Company or a Company Affiliate or any third party provided and/or approved by Company for use by Service Provider in connection with the provision of the Services.
- (q) **Music** excludes music provided by Company or its Affiliates as part of the Company Materials and includes any composition of, arrangement, adaptation, score, rehearsal, production, conduction, recording and completion of any musical works developed or produced by or on behalf of Service Provider or acquired or licensed by it from a third party in connection with the provision of the Services.
- (r) **Personal Information** has the meaning set out in the Global Privacy Obligations.
- (s) **Processing** has the meaning set out in the Global Privacy Obligations.
- (t) **Project** means a project that involves the provision of the Services (including a sub-set of the Services or a variation of them) as further specified in a Service Request executed by the parties.
- (u) **Schedule** means the schedules that describe the subject matter and specific terms relating to the supply of Services under the terms of this Agreement and includes any Service Request executed by the parties.
- (v) **Service(s)** means (i) any services specified to be provided by Service Provider in the Schedule - Services and any subsequent Service Requests; and (iii) any Deliverables identified in a Schedule.
- (w) **Sensitive Personal Information** has the meaning set out in the Global Privacy Obligations.
- (x) **Sub-Processor** has the meaning set out in the Global Privacy Obligations.
- (y) **Service Provider Personnel** means officers, employees, Contributors and Contractors engaged by Service Provider to render the Services.
- (z) **Service Provider Materials** refer Front Sheet if applicable.
- (aa) **Service Request** means the agreed written terms governed by this Agreement specifying the Services and that are in the form of Exhibit - Form of Service Request or any other format agreed by the parties in writing. Each executed Service Request forms a Schedule to this Agreement.
- (bb) **Specifications** means (i) the technical specifications for Content here: <https://commercial.cnn.com/tech-specs/> as may be updated from time to time; and (ii) any additional specifications for the Services set out in, the written instructions from Company, the Service Request and/or any other Schedule agreed between the parties.
- (cc) **Territory** refer Front Sheet.
- (dd) **Third Party Agreement** means an agreement (other than a Contributor's Agreement) entered into by Service Provider and a Contractor pursuant to sub-paragraph 2.3 of these Terms and Conditions.
- (ee) **Timetable** means the timetable (if any) for Services expressly set out or referred to in any written instructions from Company, the Service Request and/or other Schedule or otherwise agreed by the parties.
- (ff) **working days** means a day other than a Saturday, Sunday or public holiday in accordance with applicable laws and regulations of the Territory.
- (gg) **Work(s)** means and includes the results and proceeds of all Services in any language rendered, created, developed, manufactured, produced or furnished by Service Provider and/or Service Provider Personnel under this Agreement (whether developed independently or in conjunction with Company or Company's Affiliates) including, but not limited to, Deliverables, music, all pictorial, artistic, literary, dramatic, motion picture, animated, audio-visual, digital, graphic, mechanical or any other form of works of authorship, themes, dialogue, creations, characters, artwork, cells, layouts, backgrounds, drawings, names, symbols, designs, likenesses, visual representations, film, tapes, footage, prints, positives, negatives, props, software, data, inventions, photographs, digital files and any and all data and information.

2. SERVICES & SERVICE PROVIDER OBLIGATIONS

- 2.1 Company has the right, at its election, to order Services from Service Provider by issuance of a Service Request. Each Service Request is deemed to be an offer by Company to request the Services from Service Provider subject to the terms of this Agreement. No Service Request is accepted by Company until Service Provider accepts the offer either expressly by giving written notice of acceptance, or impliedly by fulfilling the Service Request (in whole or in part).
- 2.2 All Services to be performed by Service Provider under this Agreement shall be: (a) rendered in accordance with terms of each of the Attachments; and (b) in accordance with paragraph 5, performed on a work-made-for-hire basis for Company and Company shall be entitled to exploit the Work from such Services in any media now known or later devised throughout the universe in perpetuity.
- 2.3 Service Provider shall not authorise any third party to perform any part of the Services, except with the prior written approval of Company and subject to entry into a Third Party Agreement. With respect to each Third-Party Agreement, Service Provider agrees: (a) to only use the forms of agreement provided to it by Company (including any form of agreement not attached as an Attachment to this Agreement) or otherwise approved by Company; and (b) to ensure its terms are consistent with the terms of this Agreement and shall not deviate from them in any material respect without Company's prior written approval. Notwithstanding Service Provider's entry into one or more Third Party Agreements, with respect to any obligations of Service Provider under this Agreement that are being performed by Service Provider Personnel, Service Provider shall be responsible for the discharge of such obligations in accordance with this Agreement and shall also be responsible for the compliance of each of its Service Provider Personnel with the terms and conditions of this Agreement to the same extent Service Provider is and shall be responsible for its own compliance with the terms and conditions of this Agreement.
- 2.4 As between Company and Service Provider, Service Provider will be responsible for obtaining and maintaining in good standing for the duration of the Term all necessary regulatory licences and approvals to import the Licensed Property (where applicable) and to render the Services in the Territory.
- 2.5 Each party will appoint a suitably qualified and experienced

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representative (each an **Authorised Representative**) to act on behalf of that party for all purposes in connection with the Services. If a party's Authorised Representative is unable or likely to be unable to carry out his or her role under this Agreement, that party shall promptly appoint a new suitably qualified and experienced representative and notify the other party in writing of the new appointment.

3. SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

3.1. Without prejudice to any other rights or remedies available to Company, Service Provider warrants, represents and undertakes to Company that:

- (a) it is a duly formed corporation and has and will maintain the authority, financial resources, rights, and skills necessary to (i) enter into and perform this Agreement; and (ii) provide conforming Services;
- (b) no consent, approval, or withholding of objection is required from a third party, including a government authority, with respect to Service Provider's entering into or performing this Agreement;
- (c) it will comply with all applicable laws (including Data Protection Legislation) and it has obtained and will continue to hold all necessary licences, consents, permits and agreements including from any government authority, necessary for the provision of the Services and the exercise by Company of the rights granted to Company under this Agreement;
- (d) it will comply with all Company policies (including those policies set out in the Attachments) as may be updated from time to time, and any other policies provided to Service Provider during the Term;
- (e) Services will: (i) be performed in a first-class, professional manner, with the care, skill, and diligence of, and in accordance with, the standards of the industry, and in conformance with Descriptions and Specifications, as applicable; and (ii) not (including use of the Services by Company) infringe any Intellectual Property Rights or data privacy rights of any third party;
- (e) where applicable, Deliverables will be free from material defects in design, material and workmanship and materially conform to the Description and Specifications and not contain: (i) vulnerability (including a condition in software instructions), whether consistent with Specifications or not, which renders a Company system susceptible to unauthorized access and use; or (ii) harmful code, such as computer virus, worm, trap door, time bomb, undocumented password, disabling code making a Deliverable unusable until Service Provider provides a patch or new password), or similar mechanism or device. Without limiting the foregoing, enabling keys provided by Service Provider for conformance with license conditions are permitted, provided they do not interfere with proper use of Deliverables after initial installation;
- (f) Service Provider has not sold, assigned, transferred, pledged or mortgaged and will not sell, assign, transfer, pledge or mortgage any right, title or interest in the Work or Intellectual Property Rights in them to any person or entity other than Company;
- (g) it is responsible for withholding, paying and reporting any and all required taxes and charges in incurred by it in the conduct of its business including in respect of the provision of the Services and acknowledges and agrees that Company will make no deduction and/or payments on behalf of Service Provider or Service Provider Personnel with respect to such taxes, charges or superannuation;
- (h) Service Provider will not act, or fail to act, in a manner that causes Company to be in violation of applicable laws; and

- (i) all material furnished by Service Provider (including all Work(s) and all Intellectual Property Rights in and to them) shall be original with Service Provider except for material furnished by Company to Service Provider or material in the public domain. Service Provider further warrants and represents that Service Provider shall obtain any and all rights, releases, licenses, permits, or other authorizations to use the Work(s) or any elements contained therein, throughout the universe, in perpetuity, including, without limitation, the right to use the name, likeness and performance, as applicable, of any persons embodied in the Work(s) as well as the right to use the Work(s) in merchandising. If Service Provider is unable to obtain any of the foregoing rights, Service Provider shall notify Company in advance in writing and secure Company's prior written consent in each instance before securing more limited rights.

4. FEES, PAYMENT AND INVOICING

- 4.1 Where any supply of the Services is expressly or by implication made conditional upon a fee to be charged by Service Provider being acceptable to Company, Company's confirmation that such fee is acceptable must be obtained in writing before the Services are provided.
- 4.2 To the extent withholding tax is payable by a party in respect of a payment due under this Agreement in accordance with applicable laws, the paying party must deduct the applicable withholding tax amount and pay it to the relevant government authority.
- 4.3 Except as otherwise provided in this Agreement, each party must pay its own costs and expenses incurred by it in relation to this Agreement and each party must bear any and all applicable taxes (existing as well as which may come into existence in future) imposed on its net income.
- 4.4 Service Provider must provide Company with an invoice for each Service provided, together with such advice notes, delivery notes, statements and other documentation as Company may from time to time specify. In any event all invoices and correspondence (if appropriate) must include the following minimum details:
 - (a) date of Service;
 - (b) description sufficient to identify the Services;
 - (c) the Service Request details against which the Services are being provided, and
 - (d) rate of any agreed discount.
- 4.5 Service Provider must submit its invoices compliant with sub-paragraph 4.4 monthly in arrears to Company following provision of the Services. In consideration for Service Provider performing the Services in accordance with this Agreement, Company must pay the Fee(s) specified in the relevant Schedule within 60 days or such shorter period as indicated in the relevant Schedule upon receipt of tax invoice issued by Service Provider, or as may otherwise be directed by Company from time to time in accordance with applicable tax laws. For the avoidance of doubt, if Service Provider does not include in such invoice the information specified in sub-paragraph 4.4, then such an invoice will not be correct for the purpose of this sub-paragraph and Company will not be under any obligation to pay Service Provider until Service Provider has provided the correct invoice.
- 4.6 Company reserves the right to deduct from or offset against any payment to Service Provider all monies due or becoming due to Company from Service Provider whether in connection with this Agreement or otherwise.
- 4.7 Failure to comply with the instructions set out in the Service Request may delay payment. Such delay will not however affect Company's rights to any cash discount or other benefit to be allowed on the fee for Services provided under this Agreement.
- 4.8 No increase in Fee(s) may be charged (whether on account of fluctuation in rates of exchange or otherwise howsoever) without

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the prior consent in writing of Company.

- 4.9 Service Provider has no right to charge interest or any other additional sum on any account outstanding with Company.

5. INTELLECTUAL PROPERTY & OWNERSHIP

- 5.1. Company grants Service Provider a limited, non-transferable, non-exclusive, royalty-free licence throughout the Territory for the duration of the Term to use the Licensed Property strictly in accordance with this Agreement and solely for the purposes of rendering the Services to Company in connection with the development of the Work(s).
- 5.2. It is a condition of Service Provider's use of the Marks that Service Provider adhere (and procure that each of the Service Provider Personnel adhere) to all of Company's policies, procedures, guidelines and instructions, including style guides, brand guidelines, marketing policies and strategies and approval guidelines, that apply to use of the Marks. Service Provider shall submit materials with the inclusion of the Marks for Company's approval at least seven working days prior to public release (where applicable). No materials may be publicly released by Service Provider without Company's prior written approval.
- 5.3. Subject to all third-party licenses and agreements of which Service Provider has notified Company in writing, all Work(s) produced in the provision of the Services shall solely be created by Service Provider and/or Service Provider Personnel as a "work made for hire" as defined in the *United States Copyright Act of 1976*, as amended, specially ordered or commissioned by Company under this Agreement, with Company being deemed the sole author of the material and the owner of all Intellectual Property Rights in and to it. Service Provider acknowledges and agrees that all Intellectual Property Rights in and to the Work(s) throughout the world in perpetuity, including without limitation, all title and interest in and to the Work(s) shall, immediately upon creation be automatically owned by Company pursuant to the terms of this Agreement. To the extent Service Provider is recognized as having any rights in or to any part of the Work(s), Service Provider hereby irrevocably and unequivocally assigns all Intellectual Property Rights in and to Work(s) to Company or its nominee and must at the sole expense of Company do all things necessary, including executing any further document(s) necessary to effect such assignment. Where necessary, each assignment takes effect as a present assignment of future rights. To the extent such assignment is not permissible at law, Service Provider waives, and shall use its best commercial efforts to procure that any individual involved in the provision of the Services to Company waives, any and all claims of 'droit moral' or 'moral rights' and other rights of any kind or nature, including rights of attribution and integrity, related to the Work(s) and conveys to Company any such rights as they may exist without reservation or limitation and otherwise fully consents to all acts and omissions which would otherwise amount to an infringement of such rights. Service Provider hereby grants Company the right to: (i) publish the Work(s) at Company's discretion; (ii) preserve the identity of the Work(s) and/ or (iii) to alter, mutilate or modify the Work(s) in whatever manner Company determines, in Company's sole discretion, even to the extent that the identity of the Work(s) shall no longer be preserved.
- 5.4. Any Work(s) made or originated by Service Provider or Service Provider Personnel in the course of providing the Services or in the course of carrying out duties specifically assigned to Service Provider or to Service Provider Personnel, or arising from particular responsibilities given the nature of the Services, which relate to the affairs of Company and/or a Company Affiliate is the exclusive property of Company.
- 5.5. Without additional payment, in connection with the Work(s) on behalf of itself and Service Provider Personnel, Service Provider hereby grants Company the right to issue publicity concerning Service Provider and/Service Provider Personnel including the right to use, reproduce, transmit, broadcast, exploit, publicize and exhibit names, likenesses, voices, biographies and other sound effects as

well as recordings, transcriptions, film and other reproductions of talent and the right to make and use trailers and elements from the Work(s) or scripts in connection with the distribution, exhibition, advertising and promotion of the Work(s) and for the institutional advertising, marketing and/or promotion of Company, its parent, subsidiaries, affiliates, licensees, successors and assigns, in all markets and for all media. All of the foregoing rights are referred to in this Agreement collectively as "*Name and Likeness Rights*". Service Provider agrees to use the form of release in the Exhibit – Form of Release attached to and incorporated in this Agreement by this reference to secure the Name and Likeness Rights; alternatively, Service Provider may use a different form if pre-approved by Company in writing. Service Provider agrees that it shall not issue any publicity in connection with the Work(s) without the prior written consent of Company.

- 5.6. With respect to music contained in the Work that has not been provided by Company, Service Provider hereby represents and warrants that the non-dramatic performing rights in and to such musical compositions are: (a) available for license through the American Society for Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC Inc., or a similar performing rights society in the Territory affiliated with ASCAP, BMI or SESAC, Inc.; (b) controlled by Service Provider to the extent necessary to permit Company's use of the Work as expressly authorized herein; or (c) in the public domain. At Company's request, Service Provider shall furnish Company with music cue sheets for the Work at no cost to Company. The cue sheets shall indicate the title, composer(s), publisher(s) and length of each musical composition, the type of use of each musical composition (theme, feature, background or logo use) and the organization(s), if any, which administer(s) the performing rights to said music (i.e., ASCAP, BMI, SESAC or a similar society).
- 5.7. Company may have in the past developed, may be currently developing, or may in the future develop, materials and/or ideas, alone or in conjunction with other parties, that may be similar or identical to the Work(s). Service Provider further acknowledges that Company may have in the past received, or may in the future receive, materials and/or ideas from another party that may be similar or identical to the Work(s). Service Provider acknowledges and agrees that Company has the right to develop (independently or with other parties) and/or accept from other parties materials and/or ideas, for itself or for others, that compete with, or are similar or identical to, the Work(s) and/or any other materials or ideas imagined, developed, created, prepared and/or produced by Service Provider, without the obligation to provide any compensation to Service Provider in connection therewith.
- 5.8 This paragraph 5 will remain in full force and effect after the termination of this Agreement in respect of all Work made or originated during the Term of this Agreement.

6. COMPANY MATERIALS

- 6.1. As between Company and Service Provider, Company shall be and remain the exclusive owner, of any and all right, title and interest in and to the Company Materials (including but not limited to any and all Intellectual Property Rights in and to it) throughout the world in perpetuity; nothing contained in this Agreement shall affect in any way the intactness of Company's ownership of all such right, title or interest, including without limitation Company's right to exercise and administer such rights and Service Provider must:
- keep those Company Materials in good order and condition and indemnify Company against any and all loss or damage to them;
 - use those Company Materials only for the purposes of this Agreement, and
 - return those Company Materials at its own cost to Company upon Company's request at any time or if no request is made upon completion of this Agreement. Alternatively, Service Provider may, with Company's

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written permission, destroy the Company Materials and provider Company with a certificate of destruction.

- 6.2. This paragraph 6 will remain in full force and effect after the termination of this Agreement.

7. SECURITY

- 7.1. To the extent Service Provider may be given access to Company's hardware, software, applications, infrastructure, equipment, network or computer systems (i.e., any technology resources that comprise a technical environment or a part of it, collectively, the **Company Systems**) in connection with this Agreement, Service Provider shall comply with the applicable Company Systems security policies and/or procedures, including Exhibit - Information Security Obligations, as provided and/or communicated to Service Provider by Company from time to time. Service Provider shall be responsible for all actions of its Service Provider Personnel relating to its and their access to the Company Data, and Company Systems, including without limitation, use of any logon IDs, passwords or other authentication methods provided to Service Provider and/or Service Provider Personnel. All connectivity or attempted connectivity of Service Provider and Service Provider Personnel to Company Systems shall be only through Company's security gateways or firewalls, unless otherwise permitted by Company in writing. Neither Service Provider nor its Service Provider Personnel shall access or permit unauthorized persons or entities within its control to access, Company Systems without Company's express written authorization. To the greatest extent possible, Service Provider shall restrict access to the Company Data, and Company Systems to the least degree of access required for performance of the Services (principle of least privilege). Any access by Service Provider and Service Provider Personnel to the Company Data and/or Company Systems shall be solely and exclusively for performing the Services. Neither Service Provider nor Service Provider Personnel shall access from, store, cache or download any Company Data and/or Company Content to CD-ROMS, flash drives, portable hard drives, tape or other removable media (collectively, **Removable Media**), any other portable device, such as laptops, smartphones and tablets (collectively, **Portable Devices**), or any other non-portable device or system employed by Service Provider to process Company Data, unless such Removable Media, Portable Device or non-portable device or system is protected by Service Provider's firewall or means of protection agreed by Company.

- 7.2. Any Removable Media or Portable Device used by Service Provider or Service Provider Personnel to access Company Data and/or the Company Systems must be explicitly authorized by Service Provider (**Service Provider Authorized Device**). Failure to materially comply with this paragraph 7 and the Company security policies shall be a material breach of the Agreement entitling Company to (i) immediately terminate the access of Service Provider or any Service Provider Personnel to the Company Systems and Company Data, and/or (ii) give immediate notice to Service Provider, and Service Provider shall have ten (10) working days to cure such alleged breach. If Service Provider does not timely cure the alleged breach, Company may terminate the Agreement and/or the applicable Services, in its sole discretion, without any further liability or obligation.

- 7.3. If Service Provider becomes aware of any security breach or unauthorized access, disclosure, loss or use of Company Materials and/or Company Systems (each an **Information Security Incident**), it shall report such Information Security Incident in detail to Company via phone at 404-827-1900 and email to cybersecurity@WarnerMediaGroup.com immediately, but in no event more than twenty-four (24) hours after the detection of the Information Security Incident, and shall take immediate and appropriate remedial actions.

8. CONFIDENTIALITY

In the course of performing this Agreement, a party (**Receiving Party**) will have access to Information owned, controlled, or disclosed by the other party (**Disclosing Party**), including confidential

Information provided under a separate non-disclosure agreement predating the Start Date. For the avoidance of doubt no Information furnished by either party is confidential unless conspicuously marked as such or, based on the nature of the information or circumstances under which it is disclosed, the Receiving Party should reasonably believe it to be confidential or proprietary. Unless Information was previously known to the Receiving Party free of an obligation to keep it confidential, or has been (or is subsequently) made public by the Disclosing Party or a third party without violating a confidentiality obligation, or is independently developed by the Receiving Party, the Receiving Party will keep it confidential, use it only to perform this Agreement, and disclose it only to agents, contractors, and employees with a need to know. Neither party is granted a right or license in or to the other party's Information, and each party takes the same degree of care to prevent its disclosure to others as it uses with respect to its own proprietary or confidential Information, but in no event less than reasonable care. Copies of Information in tangible form will be returned to the Disclosing Party on the earlier of the Disclosing Party's request or on expiration or termination of this Agreement. Information in intangible form will be destroyed on the earlier of the Disclosing Party's request or on expiration or termination of this Agreement, in which case the Receiving Party will certify to the destruction in writing. The Company Materials and Company Data shall be treated as Information that is confidential to Company.

9. PUBLICITY

- 9.1. Service Provider must not make use of Company's name or the name of any of Company's clients (including without limitation in any press releases or statements) without the prior written consent of Company.

10. INDEMNITY

- 10.1. Service Provider shall indemnify, defend at its own cost and expense, and hold Company and its parent, subsidiaries and the Company Affiliates and their respective officers, directors, employees and agents (collectively, the **Company Indemnified Parties**) harmless from and against any third party action, suit, demand, judgment, settlement, loss, cost, expense (including reasonable attorneys' fees and expenses), damage, liability, claim or proceeding, whether fixed or contingent, and whether or not adjudicated, arising out of or relating to: (a) Service Provider's performance or non-performance of the Services under this Agreement; (b) any representation or warranty of Service Provider under this Agreement becoming untrue or inaccurate; or (c) any breach or default by Service Provider of any of its obligations or covenants in this Agreement (each of (a) (b) and (c), a **Claim**) or (d) any claim or allegation that the Services and/or Company's use of them violates, misappropriates and/or infringes any third party Intellectual Property Right (**Infringement Claim**). In the event of an Infringement Claim, in addition to any other obligation Service Provider may have to Company under the Agreement or otherwise, Service Provider shall promptly provide Company with substitute Services, containing substantially the same functionality and performance as that of the infringing Services. Should Service Provider fail to provide substitute non-infringing Services, as applicable, within 10 working days, or Company is enjoined from use of the Services, then Company may terminate this Agreement or the relevant Services (as determined by it in its sole discretion) and Service Provider shall promptly provide Company with a pro rata refund of all Fees relating to the Services the subject of the Infringement Claim paid in advance by Company.
- 10.2. Company shall give Service Provider prompt written notice of the Claim or Infringement Claim, as applicable; provided, however, that failure to give such notice will not relieve Service Provider of its defense and indemnification obligations under this Agreement except to the extent Service Provider has suffered actual material prejudice as a result of failing to receive prompt notice of the Claim or Infringement Claim. Company shall provide Service Provider with assistance and information reasonably necessary to carry out Service Provider's obligations under this paragraph 10. Service Provider shall reimburse Company its reasonable out-of-pocket

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expenses as they are incurred in providing such assistance. Company will have the right, at its option, to be joined or participate in the settlement or defense of any Claim or Infringement Claim(s) with its own counsel and at its own expense. Service Provider shall have no authority to settle any Claim or Infringement Claim that results in Company's liability or obligation without Company's prior written consent.

- 10.3. Subject to sub-paragraph 10.4, Company shall indemnify Service Provider against all claims, liabilities (including settlements entered into in good faith) and expenses arising out of a claim that Service Provider's use of the Licensed Property provided by Company and used by Service Provider in accordance with the provisions of this Agreement infringes the copyright of any third party.
- 10.4. Except with respect to (a) a party's indemnification and defense obligations in sub-paragraph 10.1 above, (b) a breach of a party's confidentiality obligations under this Agreement, and (c) liability and damages arising out of a party's gross negligence or intentional misconduct, neither party shall be liable for any consequential, punitive, incidental or indirect damages, including, without limitation, all lost profits or lost business opportunities, however arising, whether from this Agreement or otherwise, whether or not such party has been advised of the possibility of such damages.
- 10.5. Without prejudice to Company's right of inspection, review, acceptance and refusal of any Deliverables provided as part of the Services, the property rights in any part of such Deliverables acquired by Service Provider or any work done on the Deliverables by Service Provider pursuant to this Agreement will immediately pass to Company where advance payment or progress payments have been or are being made by Company to Service Provider under the payment terms specified in the relevant Schedule. For the avoidance of doubt, if such Deliverables are in the possession of the Service Provider, the risk remains with the Service Provider and if there is any loss or damage to the Deliverables, whether or not caused by Service Provider's fault, Service Provider must bear and indemnify Company against such loss and damage.
- 10.6. If Service Provider will be accessing any unreleased or unaired Licensed Property (i.e. pre-air or pre-release content, programming) Service Provider, shall comply with Exhibit-Content Protection Requirements to this Agreement.

11. COMPLIANCE

11.1 Representations and warranties:

(a) Anti-Bribery/Anti-Corruption.

(i) **Compliance with Applicable Anti-Bribery/Anti-Corruption Laws.** Without limiting any previously stated compliance obligations herein, Service Provider hereby represents and covenants that Service Provider has, and all of Service Provider's employees, officers, directors, agents, consultants, sub-contractors and other representatives (including any applicable production company and/or owner(s) of the Program) engaged in carrying out the transactions or services contemplated by the Agreement (**Service Provider 's Representatives**) have, complied with, and will continue to comply with, all applicable U.S. and non-U.S. anti-corruption and anti-bribery laws, rules, regulations and decrees, including, without limitation, the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and/or the anti-corruption and anti-bribery laws of each country in which any transactions are made or services provided under this Agreement (collectively, **Anti-Bribery and Anti-Corruption Laws**).

(ii) **Actions Involving Government Officials and Others.** Counterparty hereby represents, warrants, and covenants, that:

- (1) neither it nor Service Provider's Representatives, directly or indirectly, have made or offered, or will make or offer, any money, donations, gifts, other

benefits or anything else of value to any Government Official or other person, or authorize the taking of any such action, for the purpose of influencing any act of, or gaining any improper business advantage from, such Government Official.

- (2) neither it nor Service Provider's Representatives, in connection with this Agreement and any services to be provided under it, will engage, employ, retain or pay any person or entity to provide consulting, lobbying, facilitation or similar professional services involving potential contact with any Government Official or anyone who is reasonably likely to be involved in interacting with any Government Official, without Company's express prior written approval.

For purposes of this subsection (ii), **Government Official** means (i) any employee or officer of, or other person acting in an official capacity for any government or department, agency or any government-controlled or -owned entity, an international non-governmental organization, or a royal family; (ii) a political party or official thereof; or (iii) any candidate for political office.

(iii) **Accuracy of Books and Records.** Service Provider will keep books, accounts and records that accurately and fairly reflect in reasonable detail Service Provider's transactions and disposition of funds paid in connection with carrying out the transactions or services contemplated in this Agreement.

(iv) **Notice Obligation.** Service Provider agrees that it will promptly notify Company of any allegation of bribery, corruption, fraud or unlawful practices made against Service Provider in court, arbitration or administrative proceedings, or if any investigation is commenced which could have material adverse effect in the course of performing Services.

(v) **Accuracy of Due Diligence Disclosures.** Service Provider represents and warrants that any information it provides to Company in connection with Company's Compliance due diligence is complete, truthful and accurate, and Service Provider agrees to inform Company if any such information changes during the performance of this Agreement. Such information shall include, without limitation, any information provided in response to the Intermediary Due Diligence Questionnaire & Certification Form with respect to Service Provider any individuals identified therein, and/or any Close Relative of a Government Official. For the purposes of Company's Compliance due diligence process, **Close Relative** includes spouses and domestic partners, children, children's spouses and domestic partners, parents (including in-laws and stepparents), siblings (including in-laws and stepsiblings), siblings' spouses and domestic partners, grandparents, grandchildren, and anyone living in the same household.

(b) Sanctions.

(i) **Compliance with Applicable Sanctions Laws.** Without limiting any previously stated compliance obligations herein, Service Provider hereby represents and warrants that neither Service Provider nor any person(s) or entity(ies) owning or controlling (whether individually or collectively) 50% or more of Service Provider, is a Sanctioned Person,

(ii) **Actions Involving Sanctioned Persons.** Service Provider hereby represents, warrants, and covenants that, in furtherance of this Agreement, neither it nor Service Provider's Representatives, directly or knowingly indirectly: (i) has transacted any business with, provided or received any services to/from, or otherwise acted for the benefit of any

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Sanctioned Person; or (ii) will transact any business with, provide or receive any services from, or otherwise act for the benefit of any Sanctioned Person.

For purposes of this subsection (b), (1) **Sanctioned Person** means, at any time during the term of this Agreement, any natural person, corporation, or other legal entity: (i) listed on any Sanctions-related list of designated or blocked Persons; (ii) that is an agency or instrumentality of the government of, resident in, or organized under the laws of a country or territory that is the subject of comprehensive restrictive Sanctions from time to time (as of the date of this Agreement) Cuba, Iran, North Korea, the Crimea Region of Ukraine, Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), and Syria); or (iii) 50% or more owned or controlled by any of, including a combination of, the foregoing; and (2) **Sanctions** means, individually and collectively, any and all applicable economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (i) the United States of America, including those administered by Office of Foreign Asset Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order; (ii) the United Nations; (iii) the European Union or any European Union member state; (iv) HM Treasury of the United Kingdom; or (v) other similar governmental authority having jurisdiction over any Party to this Agreement.

(iii) **Notice Obligation.** Further, Service Provider covenants that Service Provider shall, in fulfillment of Service Provider's obligations in this Agreement, follow reasonable procedures and conduct appropriate due diligence to assure that Service Provider does not engage, formally or informally, with any Sanctioned Person in connection with Service Provider's performance under this Agreement. Service Provider agrees that if such activity is identified or if the Service Provider itself becomes subject to any Sanctions (whether directly or because of 50% or more ownership by one or more Sanctioned Persons), Service Provider will immediately notify Company, which may, in its sole discretion, immediately suspend or terminate this Agreement, without limiting any other right, without liability and without a notice period.

(c) **Statement of Ethics.** Service Provider acknowledges its employees and any other individuals who perform services under this Agreement are aware of Company's Business Partner Statement of Ethics available on Company's corporate website as referenced in the Front Sheet of this Agreement. Service Provider agrees that should Service Provider learn of, or have reason to believe that, activity in violation of the above-referenced laws or the Company's Business Partner Statement of Ethics is occurring or has occurred in conjunction with this Agreement, Service Provider will immediately notify Company of such activity.

(d) **Breach.** Any breach of, or misrepresentation in, the representations, warranties and/or covenants set forth in subsections (a), (b), or (c) above shall be deemed to be a material breach of this Agreement.

12. DATA PROTECTION

12.1. Service Provider shall comply with the Global Privacy Obligations, which are incorporated into this Agreement by reference, when Service Provider is Processing Personal Information in connection with this Agreement. A description of Personal Information Processed in connection with this Agreement is set out in Exhibit-Description of Processing.

13. INSURANCE

13.1. Service Provider must hold and maintain at its cost, Insurance in respect of potential liability and to the extent specified in the Front Sheet for the duration of the Term. Service Provider shall ensure that such terms of Insurance extend to coverage in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims for property damage, personal injury

and public liability relevant to the performance of Service Provider's supply of Services under this Agreement. Coverage must include, but is not limited to, losses arising from bodily injury (including death), advertising and personal injury, and property damage to third parties. The policy must name Company as an additional insured and must waive rights of subrogation against additional insured. Service Provider must also insure all Service Provider Employees, as is required according to applicable laws, against injuries suffered while performing the services required under this Agreement. The liability of Service Provider is not limited by the insurance requirements contained within this Agreement. Service Provider must supply certificates evidencing required coverages prior to execution of this Agreement.

13.2. On request by Company, Service Provider may be asked to produce evidence, to the satisfaction of Company, of the Insurance effected and maintained in accordance with this paragraph.

14. FORCE MAJEURE

Neither party is liable for any delay or failure to perform its obligations under this Agreement if such delay is due to Force Majeure. If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended. If a delay or failure by a party to perform its obligations due to Force Majeure exceeds twenty (20) consecutive Working Days, either party may immediately terminate the Agreement on providing notice in writing to the other party.

15. TERM AND TERMINATION

15.1 This Agreement commences on the Start Date and continues, unless earlier terminated in accordance with the provisions of this Agreement, until the End Date (**Term**). Unless otherwise provided, the termination or expiration of a Services Request Schedule shall not automatically terminate this Agreement, but the termination or expiration of this Agreement shall automatically terminate all Service Request Schedules. Notwithstanding the foregoing, in accordance with Paragraph 16.12 below, any obligation undertaken by either party that, by its nature or its terms, is intended to extend beyond the Term shall survive termination of this Agreement.

15.2 Company has the right at any time to terminate for convenience this Agreement and/or Service Request on thirty (30) days' prior written notice to Service Provider. In case of expiration or termination of this Agreement, the parties will continue to perform through completion all Service Request then in effect, their performance governed by the terms of this Agreement.

15.3 A party has the right to terminate this Agreement or a Service Request for a material breach that remains uncured as of the thirty-first day after the breaching party has received a written breach notice. If the breach consists of a failure to comply with applicable laws, or cannot be cured, termination is effective on the date the breach notice is received.

15.4 Company will pay Service Provider the value of Services accepted through until the effective date of termination. If Services have been pre-paid, Service Provider will promptly refund to Company a pro-rated amount for the unperformed portion of the Services.

15.5 In the event of expiry or termination of this Agreement for any reason whatsoever, Service Provider must immediately deliver to Company all materials and equipment provided by Company including mobile telephones, computer hardware and software owned by Company and stored on Service Provider's or Service Provider Personnel's computer(s), etc., which is in the possession or power of Service Provider or its Service Provider's Personnel (as applicable).

15.6 Company's obligations under paragraph 8 do not apply where it is necessary to retain any Information or materials of Service Provider to exercise any rights granted under this Agreement which are intended to survive termination of the Agreement and/or to the extent that it would be impracticable to return any such Information or materials as a result of such Information or materials having been

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reformatted in order for Company to exercise any rights granted under this Agreement.

- 15.7 Following the expiration or termination of this Agreement, for a further thirty (30) days (**Transition Period**), neither Service Provider nor any of the Service Provider Personnel will remove or delete any Company Data and/or other Company Material from its servers or systems without Company's prior written consent. Upon termination of this Agreement, Service Provider will provide to Company reasonable assistance to extract and/or delete such Company Data and/or other Company Material. Company will provide Service Provider notice of its completion of extracting and/or deleting the Company Data and/or other Company Materials from the Service Provider's systems (**Company Notice**). Within thirty (30) days of receiving the Company Notice, Service Provider shall delete and return, if applicable, the Company Data and other Company Material and any and all copies of it in whatever form or media and on whatever device or equipment and provide a written certification confirming the same. Any and all return of the Company Data and/or other Company Material at any time during the Term and the Transition Period to Company shall be done in a format agreed to by the parties in a secure manner to ensure and protect against unauthorized access.

16 GENERAL

- 16.1 This Agreement reflects arms-length negotiation. Each party has reviewed it with legal counsel and advisors, and each has the experience and sophistication to understand its provisions. No ambiguity will be construed against a provision's drafter. Article, section, and paragraph headings are for reference only; they do not affect the meaning or interpretation of this Agreement. The use of "include" means "includes but is not limited to." The singular includes the plural and vice versa. "Any" means "all" and vice versa. Specific obligations are not intended to limit the generality of their less specific obligations. "Days" means calendar days. The right to do something does not equate to an obligation to do it.
- 16.2 Service Provider may not assign or subcontract the performance of its obligations under this Agreement without the prior written consent of Company. Company may assign, novate or transfer any of its rights and/or obligations under this Agreement provided that such assignment, novation or transfer shall not be materially detrimental to Service Provider's obligations and rights under this Agreement.
- 16.3 For the waiver of a right or condition to be legally binding, it must be given in writing by the party waiving it. No course of dealing or failure of either party to enforce a term, right, or condition of this Agreement will be construed as a general waiver or relinquishment of that term, right, or condition. A party's waiver of a default will not be deemed a waiver of any other default.
- 16.4 Remedies under this Agreement are cumulative, not sole and exclusive. Neither Party will retain the benefit of inconsistent remedies.
- 16.5 Service Provider acknowledges and agrees that it and its Service Provider Personnel are contractors rather than agents or employees of Company. Performance of this Agreement is not intended, or to be construed, as an agency, employment, joint venture, or partnership relationship.
- 16.6 Notice under this Agreement will be deemed given when in writing and transmitted by means that provide proof of delivery, with a copy by electronic mail, to the recipients identified in the Front Sheet.
- 16.7 Company has the right to share the Agreement, any Confidential Information disclosed, and all associated documents and amendments with any Company Affiliate. By entering into an executed Service Request for any Services and/or Deliverables pursuant to this Agreement, each such Company Affiliate and Service Provider specifically and expressly acknowledge that the Company Affiliate agrees to be bound by the terms and conditions of this Agreement as they relate to such individual Company Affiliate

and the Services and/or Deliverables provided under such Service Request. Service Provider will (i) invoice each Company Affiliate separately for the Services and/or Deliverables purchased under such Service Request and (ii) interact directly with such Company Affiliate with respect to the provision and payment of fees in connection with the services and/or deliverables provided under such Service Request with the applicable Company Affiliate. Except as expressly set forth in this Agreement, in no event will Company or any Company Affiliate be responsible or liable for any obligation of another Company Affiliate in connection with any Project for another Company Affiliate.

- 16.8 No person other than a party or an Affiliate has the right under the Contracts (Rights of Third Parties) Act 1999, or under such other equivalent law as may govern, to enforce or enjoy the benefit of this Agreement.
- 16.9 If one or more entities signs this Agreement as Service Provider, each such entity is jointly and severally bound, obligated and liable for the representations, warranties and obligations under this Agreement.
- 16.10 This Agreement may be modified, amended or waived in writing expressly referencing this Agreement and executed by an authorised signatory of each party.
- 16.11 This Agreement, amendments, and Attachments to it, may be executed in counterparts, each of which shall be deemed an original, and both of which, when taken together, shall constitute one and the same instrument. The parties will be bound by signatures made by hand, or by signatures made by electronic means on the signature line of this this Agreement, any Service Request, other Schedule or document attached to this Agreement, and any amendments to this Agreement, which are transmitted by mail, hand delivery, facsimile and/or email to the other Party or, if applicable, counsel of record for the other Party. Such signatures will have the same binding effect as any original ink signature.
- 16.12 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision is deemed deleted. Provisions related to compliance with laws, dispute resolution, indemnification, Information, infringement, insurance, publicity, representations, and warranties, and such other provision that, by their nature would reasonably continue, or which contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement.

17 LAW AND JURISDICTION

This Agreement and all matters arising out of it is governed by, and construed in accordance with, the laws of England and Wales.

18 ARBITRATION

The parties agree that in the event of a dispute between the parties arising out of or relating to this Agreement, either party may refer it to compulsory and binding arbitration in Singapore. The dispute shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. The appointing authority shall be the Singapore International Arbitration Centre (**SIAC**). The arbitration shall be administered by SIAC in accordance with SIAC's Procedures for Arbitration in force at the time. The arbitration panel shall consist of a single arbitrator mutually agreed by the parties or, in the absence of such agreement, one designated by SIAC but who in all events shall be an expert in the subject matter at hand. The place of arbitration shall be in Singapore at SIAC and such proceeding and all submissions related to it shall be conducted and prepared in the English language. The parties agree that service of process in connection with any such action may be effected by mailing a copy of it to the party intended to be served in accordance with the notice provisions set out above.

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