

KEYWORDS CONTRACTOR TERMS

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions in this Clause 1.1 shall have the following meanings:

Affiliate: means, in relation to a body corporate, any entity that directly or indirectly controls, is controlled by, or is under common control with that body corporate from time to time and where control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company (and controls and controlled shall be construed accordingly;

Agreement: means this agreement, as may be varied from time to time by the Parties;

AI: shall having the meaning given to it in Clause 8.1;

Assigned Rights: shall having the meaning given to it in Clause 7.1;

Business Days: Monday to Friday, excluding public holidays in the relevant site where the Services are performed;

Confidential Information: means any and all information in whatever form (including, without limitation, in written, oral, visual or electronic form or in any magnetic or optical disk or memory and wherever located) received or obtained as a result of entering into or performing, or supplied by or on behalf of a Party in the negotiations leading to, this Agreement, and which relates to: (a) Keywords, its Affiliates, and any Customer; (b) any aspect of any business or affairs of any of Keywords, its Affiliates, Customers or any of their respective customers, agents, distributors, shareholders, officers or directors (including, without limitation, data, technology, source code, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs products, documents, specifications, research and development work, trade secrets or other business information, and which, given the nature of the information or the circumstances surrounding its disclosure, might reasonably be regarded as confidential information); (c) the provisions or subject matter of this Agreement; (d) the negotiations relating to this Agreement; or (e) the Services or the Deliverables;

Contractor: means the person (individual or corporate entity) identified in the Contractor Agreement;

Contractor Agreement: means the agreement signed between Contractor and Keywords which refers to these Keywords Contractor Terms as being the governing terms for the provision of Services;

Customer: means any other customer of Keywords to which the Contractor provides Services in connection with pursuant to this Agreement and any Affiliate of any such customers;

Customer Personal Data: means any personal data in respect of which the Customer is the controller and **Keywords Personal Data** means any personal data in respect of which Keywords is the controller;

Data Protection Legislation: means any applicable data protection related laws and regulations, as amended, extended or re-enacted from time to time, including the following: a) the California Consumer Privacy Act and/or the California Privacy Rights Act; (b) all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom, including the Data Protection Act 2018

and the UK GDPR (as defined in the Data Protection Act 2018); (c) EC Directive 2002/58/EC on Privacy and Electronic Communications; d) EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR); e) all local laws or regulations implementing or supplementing the EU legislation mentioned in (c) and (d) above; and f) all mandatory codes of practice issued by national regulators relating to the laws, regulations and EU legislation mentioned in (a) to (e) above;

Delegates: shall having the meaning given to it in Clause 3.2;

Delinquency Notice: shall having the meaning given to it in Clause 6.4;

Deliverables: any output of the Services to be provided by the Contractor to Keywords **and** which have passed the Delivery Checks and/or Evaluation under Clause 5;

Effective Date: the date set out in the Contractor Agreement, or if earlier, the date on which the Contractor first began providing the Services to Keywords;

Fees: shall having the meaning given to it in Clause 6.2;

Force Majeure Events: shall having the meaning given to it in Clause 16.1;

Good Industry Practice: shall having the meaning given to it in Paragraph 1.1 of Schedule 1 (Security Arrangements);

InfoSec Framework: shall having the meaning given to it in Paragraph 1.1 of Schedule 1 (Security Arrangements);

Instructions: the instructions provided by Keywords at the start and during the whole life cycle of a project;

Intellectual Property Rights: means patents and utility models (including any supplementary protection certificates or other extensions), rights to inventions (whether patentable or not), copyright and all rights in the nature of copyright (including authors' and neighbouring or related rights) and moral rights, trade marks and service marks, trade names, titles to works, rights in domain names, rights in get-up, rights in goodwill and to sue for passing off and/or unfair competition, rights in designs, rights in computer software (including source code and object code), database rights, topography rights, rights to use and protect the confidentiality of confidential information (including without limitation know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and for the whole legal term of protection of such rights, and including without limitation all rights to apply for and be granted, renewals and extensions of and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection in any part of the world, whether subsisting now or in the future;

Keywords: means KEYWORDS STUDIOS LOS ANGELES, INC., whose principal office is at 1115 South Flower Street, Burbank, California 91502, and any of its Affiliates;

Keywords Materials: means any works or materials (including equipment, assets, software, products and documentation) provided by or on behalf of Keywords (or any Customer) to the Contractor in connection with a Work Order;

Pricelist: the agreed prices for the Services as may be agreed with the Contractor from time to time, including pricelists that were agreed between Keywords and the Contractor prior to the date of this Agreement, and which will form part of this Agreement;

Purpose: shall have the meaning given to it in Clause 13.1;

Services: the services which may include, but is not limited to, the provision of services for the translation and adaptation of scripts, and/or artistic direction, and/or subtitling, including any specifications provided, and as further detailed in a Work Order or Instructions. Any changes must be agreed upon and approved in advance in writing by Keywords;

Security Requirements: the obligations detailed in Schedule 1 (Security Requirements);

Contractor Materials: means any works or materials (a) which are not created in the course of providing the Services; and (b) in which the Contractor is the owner or licensee of the Intellectual Property Rights;

Tax: means all forms of taxation, duties, social insurance contributions, withholding or deduction or governmental charge in relation to tax or other levies or amounts paid or payable to any competent authority in any jurisdiction, including VAT, sales tax, excise tax, use tax, goods and services tax, consumption tax, income tax, corporation tax and any others of equivalent effect together with all penalties, charges, surcharges, fines and interest;

Tax Authority: means any tax, revenue, fiscal, government, municipal or local authority, and any other statutory, governmental, state, provincial or local governmental authority, body, court, tribunal or official whatsoever competent to impose, administer, levy, assess or collect any Tax and/or to make a determination in relation to employment status;

Tax Liability: means any requirement to account for any Tax or any Tax which Keywords considers should have or will be accountable in connection with any payment made or due to you in connection with the Services;

Term: shall have the meaning given to it in Clause 2.1; and

Work Order: shall have the meaning given to it in Clause 4.1.

- 1.2 The rules of interpretation set out in Clauses 1.3 to 1.5 (inclusive) apply in this Agreement.
- 1.3 Use of the singular includes the plural and vice versa.
- 1.4 Headings to Clauses and Schedules in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.
- 1.5 A reference to "writing" or "written" includes faxes and email.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall become effective on the Effective Date and shall remain in effect for 12 months (the "Term"). The Term shall automatically renew on each anniversary of the Effective Date thereafter unless terminated in accordance with Clause 15 of this Agreement.
- 2.2 In the event that the Contractor had a prior agreement in place with Keywords, this Agreement shall replace such Agreement as of the Effective Date and apply in respect of any Services being performed by the Contractor.

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1 The Contractor shall:
 - 3.1.1 provide the Services and Deliverables with the highest level of care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade, this Agreement, any specifications provided to Contractor, Schedule 1 (Security Requirements) and any Instructions or Work Order;

3.1.2 start and complete the Services and Deliverable in accordance with the agreed timeframe and using their own facilities;

3.1.3 obtain before the commencement of the Services and maintain during the term of this Agreement, all necessary licences and consents and comply with all relevant health and safety legislation, all other legal requirements in force from time to time, and all policies, guidelines or protocols notified to the Contractor by Keywords relating to, or which may apply in connection with, the provision of the Services and the delivery of the Deliverables, including Keywords Companies' Supplier Code of Conduct, which may be amended from time to time: <https://www.keywordsstudios.com/en/prevention-of-modern-slavery/>; and

3.1.4 execute the Services and Deliverables in the version or format requested using the most suitable technical means for the specific target by way of all possible audio-visual channels, throughout the world, that may be used.

3.2 Where Contractor is a corporate entity, it may directly execute the Services or may delegate the Services, in whole or in part to its employees. The Contractor shall not otherwise subcontract any aspect of the Services to any other third party without the prior written consent of Keywords. Where the Services are delegated as above, or subcontracted, the Contractor shall be wholly responsible, including for the compensation of damages, for any actions, non-fulfilment or negligence of any third party, agents, consultants and/or employees to which Services/Deliverables are delegated ("Delegates") and shall ensure their compliance with Clause 3.1. A confidentiality agreement of equal strength to the terms of this Agreement must be in place before any delegation by the Contractor to any other Party.

4. WORK ORDER AND DELIVERIES

4.1 Keywords shall send the Contractor a Work Order (either via email or through a system provided by Keywords) which will set out the Services to be provided, any applicable Instructions, any Services specifications, delivery terms, Services fees (whether or not based on a Pricelist), timetable and schedules together with any other details which Keywords reasonably deems relevant ("Work Order(s)"). The Contractor will verify the Work Order details and, once accepted, the agreed Work Order shall automatically be binding on both Parties and shall form part of this Agreement. Work Orders may only be amended with the agreement of the Contractor (email sufficient).

4.2 Nothing in this Agreement shall bind Keywords to any exclusivity, minimum Work Orders or a commitment to issue Work Orders.

4.3 The Contractor will perform the Services and deliver the Deliverables to Keywords in accordance with the delivery terms detailed in the Work Order or in any way agreed between the Parties. If the Contractor becomes aware of any circumstances that are likely to prevent it from meeting the delivery terms, the Contractor shall immediately notify Keywords.

4.4 Time is of the essence in relation to the Services. If the Contractor fails to meet the relevant deadlines, then (without prejudice to any other rights Keywords may have), Keywords may, at Keywords' sole discretion, do one or more (if applicable) of the following:

- 4.4.1 agree a new delivery date with the Contractor;
- 4.4.2 purchase substitute services from elsewhere and reclaim from the Contractor any additional costs incurred as a result

- of procuring such services from a third party instead of the Contractor;
- 4.4.3** hold the Contractor accountable for any loss and additional costs incurred;
- 4.4.4** have any sums previously paid by Keywords to the Contractor in respect of the affected Services or Deliverables refunded by the Contractor; and/or
- 4.4.5** terminate any Work Order and/or the Agreement with immediate effect whereby the Contractor will not have the right to receive any further remuneration from the Keywords in respect of the affected Deliverables or any incomplete Deliverables.
- 5. INTERNAL DELIVERY CHECKS AND EVALUATION**
- 5.1** Upon delivery of the Deliverables in accordance with Clause 4.3, Keywords will evaluate the same within a reasonable time period (the “**Delivery Checks**” and/or **Evaluation**).
- 5.2** If the Deliverables (or any portion thereof), fail the Delivery Checks and/or Evaluation where relevant, Keywords will provide the Contractor with the reasons for such failure. The Contractor will endeavour to identify and remedy any such defects within the requested timeframe. The Contractor will re-deliver the Deliverables (or portion thereof) to Keywords in accordance with Clause 4.3, and Keywords shall repeat the Delivery Checks and/or Evaluation.
- 5.3** If, following the procedure set out in Clause 5.2, any Deliverables (or any portion thereof) fails to pass any repeated Delivery Check and/or Evaluation where relevant, then Keywords may:
- 5.3.1** request repeating the procedure set out at Clause 5.2 for a specified number of times;
- 5.3.2** engage a third party with equivalent industry experience to identify and, if necessary, rectify any defects within a specified period, the reasonable costs of which shall be borne by the Contractor; or
- 5.3.3** terminate the Work Order and/or this Agreement on immediate written notice and, in the event of such termination, Keywords shall owe the Contractor no further payments in respect of the rejected Deliverables.
- 6. FEES**
- 6.1** Keywords shall issue to the Contractor one or more purchase orders which will summarize the Services provided and the amounts established for such Services as provided by the Contractor by the end of each calendar month (or as otherwise agreed) for the duration of the Agreement.
- 6.2** In consideration of the provision of the Services by the Contractor and receipt of the Deliverables, Keywords shall pay the agreed price under this Agreement (“**Fees**”), as stated in relevant Work Order or as otherwise agreed between the Parties, which will be confirmed in the purchase order. The Fees shall be calculated as per the Work Order, and where specified, from the Pricelist.
- 6.3** Invoices are processed via the Keywords’ invoicing platform or can be exceptionally sent in electronic form to the Accounts Payable departments at the addresses provided by Keywords to the Contractor in writing. Invoices sent in electronic form need to be agreed with Keywords in advance. Keywords will send the detailed invoicing instructions separately.
- 6.4** Payment will be made by Keywords to the Contractor no later than forty-five (45) days EOM for any invoice submitted up to the 3rd working day of the month following the delivery, or as otherwise agreed by the Parties in writing. In the event that any payment (or part thereof) is not made by Keywords within the timeframe specified, the Contractor shall continue to perform the Services in good faith and shall notify Keywords in writing that such payment is overdue (the “**Delinquency Notice**”). If Keywords fails to make the overdue payment within twenty (20) Business Days of the Delinquency Notice being sent, the Contractor shall have the option of terminating this Agreement with a written notice.
- 6.5** Unless specifically authorised by Keywords in writing, the Contractor shall bear the expenses incurred in the provision of the Services. Where Keywords agrees to reimburse the Contractor for any expenses, the Contractor shall provide Keywords with all information and supporting documentation as Keywords may require.
- 6.6** Keywords shall be liable for any value added, sales, consumption, excise, state, local, withholding or other similar taxes or customs duties applicable, which shall be separately itemized on the invoice submitted to Keywords by the Contractor.
- 7. INTELLECTUAL PROPERTY**
- 7.1** Any and all right, title and interest in the Deliverables, including any and all Intellectual Property Rights (the “**Assigned Rights**”) shall be solely and exclusively owned by Keywords from the moment of creation to the maximum possible extent under applicable law and the Contractor agrees that the Deliverables have been commissioned as “works made for hire” for the purposes of the copyright law of the United States of America. To the extent that any of the Assigned Rights do not automatically vest in Keywords from the moment of creation, the Contractor hereby assigns (by way of present and future assignment) the Assigned Rights to Keywords upon creation absolutely and with full title guarantee, both legally and beneficially, solely and exclusively, for the full term of protection of such Assigned Rights.
- 7.2** The Contractor acknowledges and agrees, on its own behalf and on behalf of its Delegates, that to the fullest extent permitted by law, the Fees payable to the Contractor pursuant to this Agreement are full and equitable remuneration for the assignment under this Clause 7.
- 7.3** The Contractor shall (and shall procure that any of its Delegates shall) disclose full details of all Assigned Rights to Keywords.
- 7.4** For the avoidance of doubt, and to the maximum extent permissible under applicable law, the assignment of the Assigned Rights under Clause 7.1 shall be irrevocable under any and all circumstances and shall not be subject to reversion, rescission or termination and shall include:
- 7.4.1** all goodwill, statutory, common law and equivalent rights around the world attaching to the Assigned Rights;
- 7.4.2** the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to obtain relief (and to retain any and all damages, account of profits or other financial sums recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the rights, whether occurring at any time before, on, or after the effective date of the assignment;

- 7.4.3** the right to license the Assigned Rights to third parties at its sole and exclusive discretion;
- 7.4.4** the right to combine the Assigned Rights with other works; and
- 7.4.5** the right to reproduce, adapt, perform in public, issue copies of and/or otherwise communicate to the public, the rights by any means (including the internet, multimedia, wireless and/or any other form of reproduction of sight) and in any media, whether now known or created in the future.
- 7.5** To the extent that any of the Assigned Rights may not be assigned under applicable law pursuant to Clause 7.1 above, the Contractor hereby grants to Keywords an exclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, fully-paid licence to use the Assigned Rights to the fullest possible extent in any manner, by any means and in any media in Keywords' sole and exclusive discretion, including all of the rights set out at Clause 7.4 above.
- 7.6** The Contractor further hereby:
- 7.6.1** agrees that it shall obtain from its Delegates a written and valid assignment of all existing and future Intellectual Property Rights in the Deliverables; and
- 7.6.2** waives and agrees not to exercise, and shall ensure that its Delegates waive and agree not to exercise, any rights to attribution, integrity, rights of authors, moral rights and any similar rights arising in the Deliverables throughout the world which may now or may hereafter be recognized to the extent permitted by applicable law. To the extent that any moral rights cannot be waived under applicable law, the Contractor shall consent, and shall procure that its Delegates consent, to Keywords' and Customer's use (and its licensees' and assignees' use) of all Deliverables in any way whatsoever without limitation and without indication of the Contractor or its Delegates as the author or co-author of any such Deliverables.
- 7.7** The Contractor acknowledges and agrees that, as between the Contractor and Keywords, Keywords shall own all right, title and interest in and to Keywords Materials (including any and all Intellectual Property Rights), and is the owner or licensee of all Intellectual Property Rights forming part of all Keywords Materials. Nothing in this Agreement shall operate to assign any of the Intellectual Property Rights in the Keywords Materials from Keywords to the Contractor.
- 7.8** Keywords hereby grants the Contractor a limited, non-exclusive, non-transferable, non-assignable, revocable, royalty-free licence for the duration of the Engagement only to use Keywords Materials solely to the extent necessary for the Contractor to provide the Services.
- 7.9** The Contractor hereby grants to Keywords a non-exclusive, perpetual, fully-paid, irrevocable, royalty-free, worldwide licence to use any and all Contractor Materials that are contained in any Deliverables with the consent of Keywords pursuant to this Clause 7.9, with all the rights to use, reproduce, modify, develop, host, distribute (directly or indirectly) publicly perform, broadcast, stream, communicate to the public, sell, rent and carry out all other acts that may be required for Keywords to enjoy its rights under this Agreement and Keywords may sub-license, assign or otherwise transfer the licence granted by this Clause 7.9 to third parties.
- 7.10** Save to the extent expressly permitted by applicable law and as may be required under this Agreement for the provision of the Services, the Contractor shall not at any time use, translate, copy, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise exploit the Keywords Materials or Assigned Rights or create derivative works of the same for any purpose (including error correction or any other type of maintenance) without the express prior written consent of a duly authorised representative of Keywords (acting in its sole discretion).
- 7.11** The Contractor shall, and shall procure that any Delegate shall, if and whenever required to do so (whether during or after the termination of this Agreement), execute and deliver to Keywords any and all instruments, deeds and documents required by Keywords, do all acts and provide all assistance as may be necessary to vest the Assigned Rights and the Deliverables in Keywords, to register them in the name of Keywords, to protect and maintain the Assigned Rights and Deliverables in any part of the world, or otherwise as may be required by Keywords in connection with the use and enjoyment of the Deliverables and the Assigned Rights for the purpose of giving effect to this Clause 7.
- 7.12** The Contractor acknowledges, on its own behalf and on behalf of any Delegate, that it will not be entitled to any further compensation or fees in respect of the performance of its obligations under this Clause 7, save as may be provided by law.
- 8. USE OF ARTIFICIAL INTELLIGENCE**
- 8.1** The Contractor shall not, and shall procure that each Delegate shall not, use any artificial intelligence large language models, machine translation tools (e.g. Google Translate, DeepL), other tools or services, including so-called generative artificial intelligence that can create text, images, video, audio, code, or other data based on training data (collectively, "AI") in connection with the performance of the Services without obtaining the express prior written consent from Keywords on a case-by-case basis. Keywords shall be under no obligation to pay for Services or Deliverables created using AI without prior consent.
- 8.2** In seeking prior written consent from Keywords to use AI, the Contractor shall: (a) clearly disclose in writing to Keywords the Deliverables and/or Services proposed to be created and/or performed using AI; (b) identify the specific AI proposed to be used in each case; and (c) provide the terms and conditions of use of such AI. The Contractor shall remain subject to all of its obligations, warranties and representations in this Agreement even where Keywords consents to the use of AI.
- 8.3** The Contractor shall not, and shall procure that each Delegate shall not, use any Confidential Information of Keywords or Customer, Assigned Rights or Keywords Materials in connection with the creation, training, exploitation, or other use of any AI (including as prompts), unless the Contractor obtains the express prior written consent from Keywords on a case-by-case basis.
- 8.4** The Contractor will promptly notify Keywords in writing if it becomes aware of any potential or actual breach of this Clause 8 and, without prejudice to Keywords' other rights and remedies set out in the Agreement, the Contractor will cooperate fully with Keywords in resolving any such breach at the Contractor's own cost.
- 9. CREDIT**
- 9.1** With respect to crediting for Deliverables created, such decisions rest with the Customer and where given the opportunity by a Customer, Keywords will include the Contractor's name, or the name of its Delegates, in the credits of the Deliverables or any final

product incorporating the Deliverables. However, in the event that the Customer decides not to, or refuses to, include the Contractor's name, or the name of its Delegates, then the Contractor or its Delegates will not have any claim against Keywords as result of such.

9.2 With regards to providing the Contractor's name, or the names of its Delegates, for crediting purposes, the sharing of such details will only occur upon receipt of confirmation from Contractor, which will be requested on a project by project basis. If timely confirmation is not provided upon request, Keywords will not be responsible for the failure of the credit to be included.

10. WARRANTIES

10.1 The Contractor warrants that:

10.1.1 at the date of this Agreement that there exists no fact or event which would preclude the Contractor from entering into this Agreement or carrying out its obligations under this Agreement;

10.1.2 the Contractor and its Delegates have the necessary skills to render the Services;

10.1.3 the Services and Deliverables will: (i) conform in all respects with criteria agreed upon by the Parties including the agreed timeframes, (ii) conform with the methods established in the Work Order as well and any applicable Instructions; and (iii) be fit for any purpose expressly or implicitly made known to the Contractor by Keywords;

10.1.4 no textual, audio or visual elements promoting the Contractor, either directly, indirectly or subliminally are contained in or have been inserted into the Deliverables by the Contractor; and

10.1.5 the receipt, use and onward supply of the Deliverables by Keywords shall not infringe the rights, including any Intellectual Property Rights, of any third party or incorporate any Contractor Materials.

10.2 Keywords warrants that at the date of this Agreement that there exists no fact or event which would preclude Keywords from entering into this Agreement or carrying out its obligations under this Agreement.

11. INDEMNIFICATION

The Contractor shall keep Keywords indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Keywords as a result of or in connection with (i) any negligent act or omission or wilful misconduct of the Contractor in performance of or failure to perform the Services pursuant to this Agreement; (ii) any errors or omissions contained in the Deliverables (iii) the Contractor's failure to comply with applicable law in connection with its provision of Services hereunder; (iv) if applicable, any claim for wages or benefits and/or related taxes against Keywords by the Contractor or its personnel; (v) any claim with respect to bodily injury, death or damage to tangible property sustained as a result of the Services or Deliverables; (vi) any claim brought against Keywords for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Deliverables and (vii) any other breach of the Contractor's representations, warranties or obligations under this Agreement.

12. LIMITATION OF LIABILITY

In no event will Keywords be liable for any incidental, indirect, special or consequential damages for any claim arising under this Agreement, regardless of the cause of action and even if Keywords has been advised of the possibility of such damages. Keywords' total liability to the Contractor for any claim arising under this Agreement shall not exceed the total amount paid to the Contractor in the six (6) months immediately preceding the claim.

13. CONFIDENTIALITY

13.1 The Contractor shall, and shall procure that its Delegates shall:

13.1.1 keep Confidential Information secret and confidential and not disclose any Confidential Information to any third party, company or entity;

13.1.2 not use or exploit Confidential Information for any purpose other than the performance of its obligations under this Agreement ("Purpose");

13.1.3 not disclose to any third party, company or entity, without prior consent of Keywords, the existence of or terms of this Agreement;

13.1.4 not copy, reduce to writing or otherwise record Confidential Information except as strictly necessary for the Purpose;

13.1.5 not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information;

13.1.6 take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information; and

13.1.7 immediately notify Keywords in the event of any unauthorized use or disclosure of Confidential Information.

13.2 The provisions of Clause 13.1 shall not include any information which the Contractor can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Contractor; or (iii) is in the possession of the Contractor, without confidentiality restrictions, at the time of disclosure as shown by the Contractor's files and records immediately prior to the time of disclosure.

13.3 Nothing in this Agreement shall prevent the Contractor from disclosing Confidential Information to the minimum extent required by an order of any court of a competent jurisdiction or any regulatory, judicial, governmental body of a competent jurisdiction.

13.4 The Contractor agrees, shall procure that its Delegates agree, that for the Term of this Agreement and at all times after its termination, it will keep Confidential Information in the strictest confidence and protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information.

13.5 The Contractor agrees that any breach or threatened breach of this Agreement will cause irreparable harm to Keywords for which damages alone would not be an adequate remedy. Accordingly, Keywords will be entitled, without limitation, to injunctive relief (including specific performance) without having to prove actual harm. The Contractor shall comply with all applicable data protection laws.

14. Data Protection

- 14.1** In this Clause 14 and the remainder of this Agreement, words and expressions defined in Article 4 of the GDPR shall have the same meanings.
- 14.2** In connection with this Agreement, each Party shall comply with its obligations under Data Protection Legislation.
- 14.3** The Contractor shall procure that any Delegates comply with Data Protection Legislation, act consistently with, and do not do anything that is inconsistent with, the Contractor's obligations under this Clause 14 and/or Data Protection Legislation.
- 14.4** To the extent that the Contractor and any Delegates are required to process Customer Personal Data and/or Keywords Personal Data in connection with the performance of the Services, the Contractor shall, and shall procure that any Delegates shall:
- 14.4.1** process Customer Personal Data and/or Keywords Personal Data only for the purposes of performing the Services and not for any other purpose;
 - 14.4.2** comply fully with such Keywords policies, procedures and/or other requirements relating to the processing and security of Keywords Personal Data and Customer Personal Data, as may be notified by Keywords to the Contractor and/or any Delegates from time to time;
 - 14.4.3** comply fully with such Customer policies, procedures and/or other requirements (including, if requested, to execute such documents) relating to the processing and security of Customer Personal Data as may be notified by Keywords to the Contractor and/or any Delegates from time to time;
 - 14.4.4** not do or omit to do anything that might cause Keywords to be in breach of any agreement between Keywords and the Customer in relation to the processing of Customer Personal Data; and
 - 14.4.5** promptly notify Keywords if it receives any complaint, notice or other communication relating to the processing of Keywords Personal Data and/or Customer Personal Data or becomes aware of any personal data breach, and, in such circumstances, shall provide such information, co-operation and assistance as Keywords may reasonably require.
- 14.5** The Contractor shall indemnify Keywords on demand against all losses incurred by Keywords (and its Affiliates) arising from or related to the Contractor's breach of its obligations under this Clause 14, Data Protection Legislation and/or the Security Requirements.
- 14.6** If, in connection with the provision of the Services, the Contractor and / or any Delegates use Keywords' computer and IT systems, the Contractor:
- 14.6.1** shall, and shall procure that any Delegates shall, comply with Keywords' data protection, IT and security policies; and
 - 14.6.2** should be aware, and shall procure that any Delegates are aware, that Keywords monitors its IT systems, that email and internet usage is logged and that emails may be opened by persons other than the intended recipient. Keywords may access emails and use records/logs for business purposes, including checking and ensuring compliance with its policies and with applicable laws, for virus-checking, conducting investigations and dealing with emails in the absence of relevant personnel. The Contractor should be aware, and shall procure that any Delegates are aware, that where appropriate and available, evidence such as CCTV footage, web-logs, etc.

will be used by Keywords in the context of internal investigations and/or disciplinary proceedings.

- 14.7** Keywords holds personal data about the Contractor (and any Delegates, as the case may be) which may be subject to Data Protection Legislation. By signing this Agreement, the Contractor accepts that Keywords will process personal data about the Contractor (and any Delegates, as the case may be) in the course of the legitimate business interests pursued by Keywords. In doing so, Keywords may from time to time require that the personal data is transferred within its corporate group both inside and outside the UK and/or the European Economic Area and also to third party Contractors as necessary for Keywords' legitimate business interests (e.g., its professional advisers). The personal data of the Contractor (and any Delegate, as the case may be) will be retained for the duration of the Term plus an additional period (typically seven (7) years but possibly longer) to address the relevant retention and limitation periods determined by law. Keywords shall process the personal data of the Contractor (and any Delegates, as the case may be) in accordance with Data Protection Legislation and the Contractor (and any Delegates, as the case may be) can consult Keywords' Privacy Policy (as may be amended by Keywords from time to time) for details about how to exercise their rights in respect of their data at the following URL: <https://www.keywordsstudios.com/en/privacy-notice/>.
- 14.8** Keywords will ensure that the personal data of the Contractor (and any Delegates, as the case may be) is accurate, kept up to date and not kept for longer than is necessary and the Contractor agrees to let Keywords know of any material change in their personal data (or that of any Delegates). Keywords will also take measures to safeguard the data of the Contractor (and any Delegates, as the case may be) against unauthorised or unlawful processing and accidental loss or destruction or damage to the data and Keywords relies on the Contractor to comply with all applicable workplace policies governing the use of Keywords facilities and the use and disclosure of data.

15. TERMINATION

- 15.1** Either Party shall be entitled to terminate this Agreement by giving the other Party email written notice provided that there are no Work Orders outstanding. Where possible, Keywords requests 1 months' advance notice from the Contractor for such terminations.
- 15.2** The Contractor shall continue performing the Services required by a Work Order in good faith during any termination notice period, unless its obligations are waived by Keywords.
- 15.3** In addition to each Party's termination rights set forth elsewhere in this Agreement, either Party shall be entitled to immediately terminate a Work Order and/or this Agreement by written notice to the other if:
- 15.3.1** that other Party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within the reasonable timeline, determined by Keywords, after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 15.3.2** the Customer terminates the agreement with Keywords underlying a particular Work Order;
 - 15.3.3** the other Party suspends, or threatens to suspend, payment of its debts or admits inability to pay its debts, a receiver is

- appointed over any of the property or assets of that other Party, that other Party enters into any voluntary arrangement with its creditors or becomes subject to an examinership order, that other Party goes into liquidation or that other Party ceases, or threatens to cease, to carry on business; or
- 15.3.4** anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party.
- 15.4** On termination or expiry of this Agreement:
- 15.4.1** the Contractor shall immediately deliver to Keywords all Deliverables, whether or not then complete or regardless of whether they have passed the Delivery Checks;
- 15.4.2** Keywords shall pay any outstanding Fees for any completed Deliverables; and
- 15.4.3** both Parties shall, as far as reasonably possible, return (or at the requesting Party's option, destroy) any Confidential Information, files, records or materials provided by the other Party under this Agreement. Each Party may retain such information it is obliged to retain by any applicable law.
- 15.5** The following clauses shall survive any termination or expiration of this Agreement, together with any payment obligations and provisions that by their nature shall survive: Clause 7 (Intellectual Property), Clause 8 (Use of Artificial Intelligence), Clause 9 (Credit / Marketing), Clause 10 (Warranties), Clause 11 (Indemnification), Clause 12 (Limitation of Liability), Clause 13 (Confidentiality), Clause 14 (Data Protection), Clause 18 (Status & Tax) and Clause 19 (General Provisions).

16. FORCE MAJEURE

- 16.1** Neither Party shall be liable for a failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war or civil commotion ("**Force Majeure Events**"). The Parties agree that any strike or lockout, which involves the respective personnel of either Party shall not constitute a Force Majeure Event for the purposes of this Agreement.
- 16.2** Any Party which suffers a Force Majeure Event must immediately notify the other Party and describe in reasonable detail the nature of the Force Majeure Event and its likely impact on that Party's ability to perform its obligations hereunder. Any Party subject to a Force Majeure Event shall use reasonable endeavours to resume performance of its obligations as soon as reasonably practicable.
- 16.3** Keywords may terminate this Agreement and/or a Work Order by notice to the Contractor if any Force Majeure Event lasts for more than thirty (30) days, or recurs more than twice in any single month.

17. INSURANCE

This Clause shall only be applicable if the Contractor is a company or agency. During the term of this Agreement the Contractor shall maintain in full force and effect, at the Contractor's own expense, a comprehensive civil and professional indemnity policy of insurance held with an insurance company of recognized reputation and security with sufficient coverage against its obligations. On request the Contractor shall provide to Keywords a valid certificate of insurance in line with the insurance referred to in this section, detailing the amount and the scope of the guarantees as well as their validity periods.

18. Status & Tax

- 18.1** Subject to clause 18.2, the relationship of the Contractor (and any individual or Delegate) to Keywords will be that of independent contractor and nothing else in this Agreement shall render it (nor any Delegate) an employee, worker, agent or partner of Keywords and the Contractor shall not claim to be such (and shall procure that any Delegates shall not claim to be such). For the avoidance of doubt, the Contractor shall be liable for the salary, wages, benefits and other compensation and costs of any Individual or Delegate, whether in connection with the performance of the Services or otherwise.
- 18.2** In the event that any applicable tax authority determines at any time that the Contractor (or any Individual or Delegate) should be regarded as an employee of Keywords for Tax purposes (a "**Deemed Employee Determination**"), both Parties agree that Keywords may, to the extent permitted by law:
- 18.2.1** deduct an amount equal to any Tax Liability and any employment rights or benefits (including any form of paid leave) up to the date of the Deemed Employee Determination from any payment due to the Contractor under this Agreement;
- 18.2.2** reduce the gross amount of any fees or any other payments that may be due to the Contractor pursuant to this Agreement by an amount such that the overall cost to Keywords of engaging the Contractor up to the date of the Deemed Employee Determination (to be reasonably determined by Keywords) is no greater than it would be if the Contractor (and any Individual or Delegate) had been treated as an employee for the duration of the Term); and/or
- 18.2.3** require that the Contractor pay to Keywords an amount equal to any such Tax Liability up to the date of the Deemed Employee Determination (such payment to be made by the earlier of the payment date to the relevant tax authority or 15 Business Days after such demand is made by Keywords).
- 18.3** At any time during the Term, the Contractor shall, and shall procure that each Individual or Delegate shall, agree to any changes to the manner in which the Services are provided that Keywords may reasonably require to procure that the Contractor (and any Individual or Delegate) can be legitimately deemed not to be an employee of Keywords for tax purposes.
- 18.4** In the event of a Deemed Employee Determination, Keywords shall be entitled to terminate the Agreement with immediate effect with no liability on it to make any further payments (other than in respect of any accrued Fees as at the date of termination).
- 18.5** The Contractor shall, and shall procure that the Individual or Delegate shall, promptly give to Keywords all such information and documentation as it may reasonably require from time to time in order for Keywords to determine whether the engagement could be deemed to constitute an employment relationship and, if Keywords determines the engagement could be deemed to constitute an employment relationship, to comply with the provisions of clauses 18.2 to 18.4 above. The Contractor shall, and shall procure that each Delegate shall, promptly inform Keywords of any material change to any information or documentation previously provided in compliance with this clause 18.5 and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether the engagement is or could be deemed to constitute an employment relationship. Keywords

reserves the right to amend the terms of the engagement, and this Agreement, if the engagement is determined by a tax authority to be an employment relationship.

18.6 The Contractor shall not, and shall procure that any Individual as applicable shall not, engage in any activity, practice or conduct which could constitute tax evasion in any jurisdiction and both shall comply fully with all applicable tax anti-avoidance laws, and shall have in place reasonable prevention procedures. The Contractor and any Delegate (as applicable) shall promptly report to Keywords any request or demand from a third party to facilitate the evasion of tax.

19. GENERAL PROVISIONS

19.1 Notices:

19.1.1 All notices and other communications to be given under or in connection with this Agreement shall (except where expressly provided otherwise) be in writing or by email. Where notices or other communications are given in writing, they shall either be delivered by hand or sent by registered post or by electronic mail. Delivery by courier is regarded as delivery by hand.

19.1.2 All communications must be sent to the email address or address of the relevant Party set out in the Work Order, or to such other address of a Party as may be notified by that Party from time to time.

19.1.3 Subject to Clause 19.1.4, a communication is deemed to have been received: (a) if sent by email, at commencement of normal business hours on the next Business Day; (b) if delivered by hand, at the time of delivery; and (c) if sent by registered post, at the expiration of 2 Business Days after the time of posting.

19.1.4 If a communication would otherwise be deemed to have been received outside of normal business hours (being 9.30 a.m. to 5.30 p.m. on a Business Day) under this Clause 19, it is deemed to have been received at commencement of normal business hours on the next Business Day.

19.2 *Assignment:* The Contractor shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of Keywords.

19.3 *Waiver:* The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or

other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach of default by the other Party.

19.4 *Conflicts:* If any conflict arises between the terms and conditions of this Agreement and any provision of any Work Order, the terms and conditions of the applicable Work Order shall prevail.

19.5 *Entire Agreement:* This Agreement (as may be amended from time to time) constitutes the entire agreement and understanding of the Parties and supersedes any previous written or oral agreement of the Parties relating to the subject matter of this Agreement. Nothing in this Clause 19.5 shall exclude liability for fraudulent misrepresentation.

19.6 *Amendments:* No addition to, or modification of, any provision of this Agreement (except the Pricelist which may be amended via email) shall be binding on the Parties unless evidenced in writing and signed by a duly authorised representative of each of the Parties.

19.7 *Severability:* If at any time any one or more of the provisions of this Agreement or any part of it is or becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

19.8 *Status:* The Contractor is an independent contractor, and nothing in this Agreement shall create a partnership or relationship of employer and employee or a joint venture between the Parties. This Agreement shall be binding upon and continue for the benefit of the successors in title of the Parties.

19.9 *Counterparts & Electronic Signature:* This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts shall constitute the same instrument. Both Parties consent that this Agreement may be signed electronically and such electronic signature shall be deemed valid.

19.10 *Governing Law:* All disputes arising under or in relation to this Agreement (whether contractual or non-contractual in nature) are governed by the laws of England and each Party submits to the exclusive jurisdiction of the English Courts.

19.11 *Interpretation:* By signing this Agreement, the Contractor confirms that the Contractor understands English and the terms of this Agreement.

**SCHEDULE 1
SECURITY REQUIREMENTS**

1. INFORMATION SECURITY STANDARDS AND POLICY

- 1.1. The Contractor maintains a security posture that is based on information security measures consistent with Good Industry Practice. “**Good Industry Practice**” means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading Contractor within the relevant industry or business sector. To prevent unauthorised access to or use of any systems or data (including Confidential Information), the Contractor shall implement and maintain a similarly robust information security posture (“**InfoSec Posture**”) that shall comply with the security measures detailed in this Schedule 1 and Good Industry Practice.
- 1.2. The Contractor shall, in addition to the obligations in this Schedule 1, take such other steps as may be required from time to time by Keywords to enable Keywords to comply with contractual obligations that it owes (or is likely to owe) to its Customer from time to time. In such event, Keywords agrees to have a good faith discussion with the Contractor about the extent to which the Contractor should be reimbursed by Keywords for any out-of-pocket costs reasonably incurred by the Contractor (and approved in advance by Keywords, with such approval not to be unreasonably withheld or delayed) to the extent that those steps incur expenditure for the Contractor that it would not otherwise incur.
- 1.3. The Contractor shall further comply at all times with any additional requirements or policies of Keywords and any of its Customers as may be communicated by Keywords to the Contractor from time to time.

2. PHYSICAL SECURITY

- 2.1. The Contractor shall implement and maintain appropriate physical security controls at all premises that contain systems or from which the Contractor provides the services that are in accordance with Good Industry Practice to detect and prevent unauthorized physical access to all Keywords data, including any information technology systems used by the Contractor to access Keywords’ data and information.
- 2.2. The Contractor shall implement and maintain a documented process for managing, tracking and logging the protection, retention and destruction (e.g. shredding) of Keywords’ data in physical form.
- 2.3. If the Contractor is required to destroy physical documents containing Keywords’ data under this Security Agreement or following any request from Keywords, the Contractor will destroy such documents by securely shredding them in such a way as to make the documents impossible to reconstruct, and promptly provide a signed certificate as evidence of this secure destruction on request by the Contractor. At all times, the Contractor will remain compliant with Keywords’ data retention policy.

3. DATA SECURITY

- 3.1. The Contractor shall encrypt all Confidential Information that is (i) in transit; or (ii) at rest on any portable data storage device (e.g.; laptops, mobile telephones and all removable storage media, including USB drives, memory cards, CDs and DVDs, etc), in accordance with Good Industry Practice that includes, at minimum, the following encryption measures in each case:

- (a) the ability to securely generate, distribute, protect, rotate, back-up, expire, revoke, and destroy encryption keys at the end of their useful life;
- (b) appropriate encryption key algorithm, strength and length, with up-to-date, industry-standard encryption;
- (c) keys are logically or physically separated from Keywords’ data; and
- (d) access to keys is restricted to the Contractor.
- 3.2. The Contractor shall ensure that password configuration and management is in accordance with Good Industry Practice, including in respect of password length and structure (commonly referred to as ‘strong passwords’).
- 3.3. The Contractor shall implement and maintain:
- (a) logical and/or physical data segregation that meets or exceeds industry standards to ensure Keywords’ data is not viewable by unauthorized users; and
- (b) technical controls designed to prevent the unauthorized bulk export of Keywords’ data outside of the Contractor’s network.
- 3.4. The Contractor shall install, enable and keep current reputable, commercially available anti-malware software on all the Contractor servers and user end-point computers used in accessing, storing, processing, transmitting, or creating Keywords’ data and information.
- 3.5. Where the Contractor proposes to use cloud computing in the course of providing the Services, the Contractor shall implement, and maintain cloud security practices that meet or exceed Good Industry Practice security expectations for the cloud services used.

4.

SYSTEM ACCESS CONTROL AND MONITORING:

- 4.1. The Contractor shall implement and maintain appropriate access control mechanisms to prevent all access to IT systems from which Keywords’ data may be accessed, except by the Contractor.
- 4.2. The Contractor’s operating system security mechanisms must be configured to support appropriate security procedures, and should, at a minimum:
- (a) verify the identity of each authorized user; and
- (b) record successful and failed system accesses.

5. REMOTE ACCESS AND WORKING FROM HOME CONTROLS

- 5.1. All permitted and authorized remote sessions that may entail access to Keywords’ data and information shall only be performed via a secure remote access solution that ensures industry-standard encryption measures and secure authentication methodology.
- 5.2. The Contractor must implement adequate technology to enable the Contractor to comply with this Schedule 1, which shall include, at minimum, two-factor authentication for any externally hosted service and retention for 12 (twelve) months of logs detailing all activity conducted during each user session.

VULNERABILITY, MANAGEMENT AND PATCHING

- 6.1. The Contractor must report to Keywords all security related incidents or issues that may affect the Services and/or any Keywords’ data as soon as possible upon discovery and recommend possible remedial actions. Notwithstanding anything else in the Security Agreement, Keywords shall be entitled to disclose details relating to any such incident to regulatory bodies

(and/or other third parties) for the purposes of reporting, understanding, mitigating against the implications of, and preventing any recurrence of, the incident.

7. NETWORK AND COMMUNICATION CONTROLS

- 7.1. The Contractor shall implement appropriate controls to ensure that only authorized devices are provisioned network access when physically connected to the network.
- 7.2. All the Contractor controlled wireless connections shall be secured with up-to-date security protocols which are in accordance with Good Industry Practice.

7.3. The Contractor shall ensure that the required connectivity between any Keywords IT environment and the Contractor's IT systems is:

- (a) constrained and secured by resilient firewall(s), maintained according to Good Industry Practice;
- (b) limited to those services and endpoints required to provide the services; and
- (c) precluded from the use of file or share level services, unless specifically required with no available technical alternative to provide and support the services.