

Data Processing Policy

Below is our Data Processing Agreement (DPP), describing how we store, protect, process, access, and use the data we process on your behalf.

BACKGROUND:

- (A) Customer and FilmChain are parties to an agreement into which this Data Processing Policy ("DPP") is incorporated (the "Agreement"). Under the Agreement FilmChain has been engaged by Customer to provide certain services (the "Services"). FilmChain diligently processes Personal Data on behalf of the Customer in strict compliance with Data Protection Laws. This DPP as incorporated into the Agreement establishes the data processing agreement within the meaning of the applicable law;
- (B) This DPP outlines the privacy practices employed by FilmChain when it comes to handling Customer Personal Data in the course of delivering FilmChain Services to its Customers. This Personal Data may be retained on FilmChain systems, or third-party systems to which FilmChain is granted access for Service provision. In scenarios where FilmChain offers Services to its Customers, FilmChain will serve as the Processor while the Customer assumes the role of the Controller.
- (C) Please note that this DPP does not apply to the handling of Personal Data for which FilmChain acts as the Controller (including the collection of Personal Data via our website or cookies). For further details in this regard, we direct your attention to our distinct [Privacy and Cookies Policy](#).

You can access this DPP on the FilmChain website, which is available via the [following link](#). FilmChain retains the right to update this DPP without prior consultation or notification to its Customers.

1 DEFINITIONS AND INTERPRETATION

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

"Customer" means FilmChain's counterparty to the Agreement.

"Customer Affiliate" means any entity affiliated with the Customer.

"Customer Personal Data"

shall mean Personal Data:

- (a) supplied to FilmChain by or on behalf of Customer; and/or
- (b) obtained by, or created by, FilmChain on behalf of Customer in the course of delivery of Services,

and in each case where such Personal Data is Processed by FilmChain for and on behalf of the Customer in the performance of Services (as set out in Annex 1);

"Data Privacy Laws"

shall mean the following as amended, extended, re-enacted or replaced from time to time:

- (a) UK Data Protection Act 2018 and the UK GDPR;
- (b) EC Regulation 2016/679 (the "**GDPR**") on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data;
- (c) EC Directive 2002/58/EC on Privacy and Electronic Communications;
- (d) all local laws or regulations implementing or supplementing the EU legislation mentioned in (b)-(c) above (including the UK Privacy and Electronic Communications Regulations 2003);
- (e) all codes of practice and guidance issued by national supervisory authorities, regulators or EU or UK institutions relating to the laws, regulations and EU legislation mentioned in (a)-(d) above;

"EEA"

means the European Economic Area;

"European Law"

means any law in force in the EEA, the United Kingdom, or Switzerland, including the Data Privacy Laws;

“International Transfer Requirements”

means the requirements of Chapter V of the GDPR (Transfers of Personal Data to third countries or international organisations);

“Losses”

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

“Restricted Country”

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

“Restricted Transfer”

means a transfer of Personal Data from an entity who is established in the United Kingdom and/or the European Union (as applicable) and/or whose processing of Personal Data under the Agreement is caught by the requirements of the GDPR, to an entity that processes the relevant Personal Data in a Restricted Country;

“UK”

means the United Kingdom; and

“UK GDPR”

has the meaning given to it in the Data Protection Act 2018 (as amended from time to time).

- 1.2 In this DPP a reference to the GDPR and/or an Article or Chapter of the GDPR shall, where the context so requires and insofar as the Data Privacy Law(s) is that of the UK and/or Switzerland, be construed as a reference to the equivalent Data Privacy Law(s) of the UK and/or Switzerland (as applicable) and/or the corresponding provision of such Data Privacy Law(s).
- 1.3 Unless the context otherwise requires, a reference to a clause shall be a reference to a clause of this DPP.
- 1.4 References to **“Processor”**, **“Controller”**, **“Personal Data”**, **“Process”**, **“Processing”**, **“Personal Data Breach”**, **“Data Subject”** or **“Supervisory Authority”** shall have the same meanings as defined in the GDPR.

2 DATA PROTECTION**2.1 Roles of the parties, and processing activities**

- (a) In relation to all Customer Personal Data, the parties acknowledge and agree that to the extent FilmChain Processes Customer Personal Data on behalf of the Customer in connection with the provision of the Services, the Customer shall be considered a Controller and FilmChain shall be considered a Processor.
- (b) Each of the parties acknowledges and agrees that the subject-matter and duration of the Processing carried out by FilmChain on behalf of Customer, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are accurately documented in Annex 1 to this DPP (which may from time to time be updated by the written agreement of the parties).
- (c) If at any time either party considers that the relationship between the parties and/or the scope of Processing carried out by FilmChain no longer corresponds with clause 2.1(a) or (b), that party shall promptly notify the other and the parties shall discuss and agree in good faith such steps that may be required to reflect the true status and/or the scope of Processing undertaken by FilmChain.

2.2 General obligations of the parties

- i. Each party shall comply with the obligations imposed on it by applicable Data Privacy Laws with regard to Customer Personal Data Processed by it in connection with Services. Customer acknowledges and agrees that FilmChain’s compliance with applicable Data Privacy Laws may be dependent on Customer’s compliance with applicable Data Privacy Laws and accordingly FilmChain will not be liable for failure to comply with applicable Data Privacy Laws where such failure results from a failure of Customer to comply with applicable Data Privacy Laws (including any failure to comply with clause 2.4).

2.3 Obligations of FilmChain

- (a) FilmChain shall only Process Customer Personal Data in accordance with the documented instructions of Customer (including those in Annex 1, as updated), unless required to do so by European Law to which FilmChain is subject, in which event FilmChain shall inform Customer of such legal requirement unless prohibited from doing so by European Law on important grounds of public interest.
- (b) FilmChain shall inform Customer if, in FilmChain’s opinion, an instruction given by Customer to FilmChain under clause 2.3(a) infringes the Data Privacy Laws.
- (c) FilmChain shall ensure that any persons authorised by it to Process Customer Personal Data are subject to an obligation of confidentiality.

- (d) FilmChain shall implement appropriate technical and organisational measures to ensure that Customer Personal Data is subject to a level of security appropriate to the risks arising from its Processing by FilmChain or its sub-processors, taking into account the factors and measures stated in Article 32 of the GDPR.
- (e) FilmChain shall notify Customer without undue delay after becoming aware of a Personal Data Breach.
- (f) Taking into account the nature of the Processing, FilmChain shall assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising a Data Subject's rights under Chapter III of the GDPR. For the avoidance of doubt, such assistance may be provided by FilmChain providing, as part of the Services, the Customer with functionality to fulfil such requests on a self-service basis and, where FilmChain does so, FilmChain shall not be obliged to provide any further assistance unless and to the extent that such functionality cannot be used to fulfil the relevant request.
- (g) Taking into account the nature of the Processing and the information available to FilmChain, FilmChain shall assist Customer with regard to Customer's compliance with its obligations under the following Articles of the GDPR:
 - (i) Article 32 (Security of Processing);
 - (ii) Articles 33 and 34 (Notification and communication of a Personal Data Breach);
 - (iii) Article 35 (Data protection impact assessment); and
 - (iv) Article 36 (Prior consultation by Customer with the Supervisory Authority).
- (h) Upon termination of Services that required the Processing of Customer Personal Data (in whole or in part) FilmChain shall, at the election of Customer, deliver up or destroy such Customer Personal Data which is in the possession of, or under the control of, FilmChain unless European Law requires FilmChain to store such Customer Personal Data.
- (i) FilmChain shall be generally entitled to appoint further processors to process the Customer Personal Data in accordance with clause 2.6.
- (j) FilmChain shall, at the request of Customer, provide Customer with all information necessary to demonstrate FilmChain's compliance with its obligations under this clause 2.3 and, if and to the extent that such provision of information does not demonstrate FilmChain's compliance with its obligations under this clause 2.3, FilmChain shall allow for and contribute to audits and inspections conducted by or on behalf of Customer subject to the following:
 - (i) the Customer may perform such audits no more than once per year, save that further audits may be performed if an audit reveals any material non-compliance by us with our obligations in this clause 2.3 (the scope of such further audits being limited to auditing our compliance with those obligations that were not complied with);
 - (ii) the Customer shall, and shall procure that any third party auditor will, enter into a confidentiality agreement in such form as is reasonably requested by FilmChain prior to the conduct of such audit;
 - (iii) audits must be conducted during regular business hours (i.e. 9am to 5pm UK time) and must not unreasonably interfere with FilmChain's business;
 - (iv) the Customer must provide FilmChain with any audit reports generated pursuant to any audit at no charge, unless prohibited by applicable law. The Customer shall keep the audit reports confidential and may use the audit reports only for the purposes of meeting its audit requirements under Data Privacy Laws and/or confirming compliance with the requirements of this clause 2.3;
 - (v) Customer shall, prior to the conduct of an audit, submit an audit plan to FilmChain at least six weeks (or such shorter period as required by law or by a Supervisory Authority) in advance of the proposed commencement date of the audit, setting out the proposed scope, duration and start date of the audit. FilmChain will review the audit plan and will notify the Customer within two weeks of receiving the audit plan if agrees with the plan or if it has any objections in respect of the same. FilmChain will work cooperatively with the Customer to agree a final audit plan;
 - (vi) nothing in this clause shall require FilmChain to breach any duties of confidentiality owed to any of its Customers, employees or other third-parties;
 - (vii) notwithstanding anything else in this DPP and/or the Agreement, all audits are at the Customer's sole cost and expense.

2.4 Obligations of Customer

- (a) Without prejudice to the generality of clause 2.2, Customer shall ensure that:

- (i) the supply to FilmChain of Customer Personal Data by or on behalf of the Customer for the purposes of Processing undertaken by FilmChain and its permitted sub-processors where such Processing is authorised by Customer shall comply with the Data Privacy Laws;
- (ii) there is a lawful basis in respect of FilmChain's Processing of the Customer Personal Data and Data Subjects have been provided with a privacy policy or notice that complies with the requirements of Article 13/14 of the GDPR in respect of such Processing; and
- (iii) the instructions given by Customer to FilmChain by operation of clause 2.3(a) shall comply with the Data Privacy Laws.

2.5 Costs of compliance

ii. The Customer acknowledges and agrees that the remuneration in respect of the Services does not take into account costs that may be incurred by FilmChain in complying with any additional actions demanded by Customer under this DPP which are not required by law. Accordingly, Customer will pay FilmChain in respect of any material costs that are (or are to be) reasonably incurred by FilmChain outside the ordinary course of its business in respect of the performance by FilmChain of its additional actions in this DPP if demanded by Customer, except where such performance is required as a result of a breach by FilmChain of its obligations under this DPP. Where practicable to do so, FilmChain will seek Customer's written approval prior to incurring such costs.

2.6 FilmChain's appointment of sub-processors

- (a) Notwithstanding any other provision of the Agreement (including this DPP), FilmChain shall be entitled to appoint further Processors to Process the Processing of Customer Personal Data ("**Sub-processor**"). The following apply in respect of the appointment of Sub-processors:
 - (i) the Customer approves the appointment of the Sub-processor's identified in Annex 1;
 - (ii) FilmChain shall notify Customer in writing of its intention to engage any additional Sub-processor. Such notice shall give details of the identity of such Sub-processor and the services to be supplied by it;
 - (iii) FilmChain shall only use a Sub-processor that has provided sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Privacy Laws and ensures the protection of the rights of data subjects;
 - (iv) FilmChain shall impose, through a legally binding contract between FilmChain and the Sub-processor, data protection obligations on the Sub-processor that are in all material respects equivalent to those set out in this DPP and which in any event meet the requirements set out in the Data Privacy Laws;
 - (v) the Customer shall be entitled to object to the appointment of the Sub-processor where it considers that such appointment will not comply with the requirements of this clause 2.6. Customer shall be deemed to have approved the engagement of the Sub-processor if it has not served a notice in writing on FilmChain objecting (in accordance with this clause 2.6(a)(v)) to such appointment within seven days of the date that the notice is deemed to be received by Customer in accordance with clause 2.6(a)(ii);
 - (vi) where the Customer objects to the proposed appointment, FilmChain will use commercially reasonable efforts to provide the Services without the use of the relevant Sub-processor. Where FilmChain is unable to provide the Services notwithstanding its use of such commercially reasonable efforts, FilmChain shall have no liability for any failure to provide the relevant Services in accordance with the Agreement; and
 - (vii) FilmChain shall remain fully liable for all acts or omissions of the Sub-processors as if they were acts or omissions of FilmChain.

2.7 Restricted Transfers

Between the parties

- (a) The parties acknowledge and agree that the transfer from the Customer to FilmChain, and/or the Processing by FilmChain, of Customer Personal Data does not constitute a Restricted Transfer. If and to the extent that such transfer or Processing of Customer Personal Data becomes a Restricted Transfer, the parties shall enter into a separate addendum to implement a transfer mechanism to ensure that the Restricted Transfer complies with the International Transfer Requirements.

By FilmChain

- (b) Customer acknowledges and agrees that Customer Personal Data may be transferred by FilmChain to Sub-processors located in a Restricted Country, which may be considered a Restricted Transfer. In the event of the transfer being considered a Restricted Transfer, FilmChain shall enter into a transfer

mechanism to ensure that the Restricted Transfer meets the International Transfer Requirements, and FilmChain shall provide details of the relevant transfer mechanism on request.

Failure of transfer mechanism

- (c) The parties acknowledge and agree that to the extent either party consider the use of the relevant lawful transfer mechanism relied on in respect of a Restricted Transfer is no longer an appropriate lawful transfer mechanism to legitimise the relevant Restricted Transfer pursuant to the International Transfer Requirements, the Restricted Transfer shall be suspended and the parties shall work together in good faith to agree and put in place an alternative lawful transfer mechanism or such other supplementary measures to enable the Restricted Transfer to continue.. To the extent the parties agree that certain supplementary measures are required to legitimise the relevant Restricted Transfer, the parties shall, acting reasonably and in good faith, allocate the costs between the parties accordingly.
- (d) In addition to clause 2.7(c), the parties will each use commercially reasonable efforts to ensure that the Services can continue to be provided in all material respects in accordance with the Agreement despite the suspension of the Restricted Transfer.
- (e) Without prejudice to FilmChain's obligations under clauses 2.7(c) and 2.7(d), FilmChain shall have no liability under the Agreement for any inability to provide the relevant Services in accordance with the Agreement as a result of the suspension of such Restricted Transfer pursuant to clauses 2.7(c).

2.8 Losses / Liability

- (a) Where, in accordance with the provisions Article 82 of the GDPR, both parties are responsible for the act, or omission to act, resulting in the payment of Losses by a party, or both parties, then each party shall only be liable for that part of such Losses which is in proportion to its respective responsibility.
- (b) Each party's liability under or in connection with this DPP shall be limited in accordance with the liability and limitation provisions of the Agreement.

3 GENERAL

This DPP constitutes the entire agreement and understanding between the parties in respect of the matters set out in this DPP and supersedes any previous agreement or any other part of the Agreement between the parties in relation to such matters.

In the case of any conflict between the terms of the Agreement and this DPP, this DPP will take precedence, and shall supersede any provisions relating to the processing of personal data in the Agreement.

Annex 1

Subject matter of processing:	The context for the processing of Customer Personal Data is FilmChain's provision of the Services under the Agreement, which shall involve performance on behalf of Customer of the tasks and activities set out in the Agreement for the purpose of providing those Services.
Duration of the processing:	The period for which FilmChain will be providing the Services to the Customer.
Nature and purpose of the processing:	FilmChain may be required to access, receive, generate, store or otherwise process Customer Personal Data in order to provide the Services.
Categories of data subject:	Parties to the Agreement including Customers and other third parties authorised by Customer to receive the Services and any other persons as instructed by the Customer
Type of personal data:	Full name, email address, telephone number, address, gender, profession, bank details, – incl. name of account, bank name, address of bank, ABA Number / sort code / bank account number, BIC/Swift code, IP address
Location of processing by FilmChain:	United Kingdom

Sub-processors

Name	Services	Additional information
Azure Limited	Hosting Provider	More details
Cloudinary	Media services and content delivery network provider	More Details
Docusign	Contract processing and signatures	More Details
Google Inc	Google Workspace, Google Analytics	More Details
Heroku, Inc.	Hosting Provider	More details
Kaleido	Private blockchain hosting provider	More Details
Netlify	Hosting Provider and Email notifications	More Details
Notion	Project management	More Details
Sendgrid	Email notifications	More Details
Slack	Internal communication	More Details
Streak	Sales CRM	More Details
Tink	Open banking services	More Details
Twilio Inc.	Two factor authentication	More Details
Wise Payments Limited	Payment services	More Details
Zoom	External Communications	More Details