

2S FILMS LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

These are the Terms and Conditions of 2S Films Limited which apply to all Purchase Orders unless specifically agreed otherwise in writing.

Conditional upon the full and timely performance of your obligations hereunder we shall pay to you for the Fee

Contractors Obligations

- 1.1 The Contractor shall provide the Goods/Services in compliance with the terms hereof. The Contractor shall comply with and adhere strictly to any instructions issued to it by 2Sfilms
- 1.2 The Contractor shall in delivering the Goods/Services exercise all the skill care and diligence to be expected of a properly qualified and competent specialist Contractor experienced in carrying out work of a similar scope nature and size to the Goods/Services
- 1.3 The Contractor shall be deemed to have full knowledge of the extent and nature of the Goods/Services and shall be deemed to have allowed in the Fee for all labour materials tools supplies equipment services facilities supervision administration shown upon described by or referred to in or reasonably to be inferred from or within the "scope" of the Goods/Services or which would normally be provided by a Contractor exercising the degree of skill care and diligence required by Clause 1.2 which are necessary to deliver the Goods/Services
- 1.4 The Contractor shall deliver the Goods/Services in strict accordance with and on the dates determined by 2Sfilms in respect of which time shall be of the essence

Fee

- 2.1 The Fee and payment terms are specified overleaf
- 2.2 The Fee shall not be adjusted or altered other than as agreed between the parties in writing and the Contractor shall accommodate any changes in schedule required by 2Sfilms or its client
- 2.3 The Fee includes all out of pocket expenses of the Contractor

3. Contractor's Warranties

- 3.1 The Goods/Services shall be performed in such a manner as to ensure the safety of the Contractor's employees and agents, and the Contractor shall take all reasonable precautions during the progress of the Goods/Services to prevent the same occurring
- 3.2 The Contractor as beneficial owner hereby assigns to 2Sfilms by way of present assignment of future copyright the entire copyright design rights and other proprietary rights in the Goods/Services and all material created in preparation for delivering the Goods/Services including all digital files, stems, outtakes, drafts and similars
- 3.3 The Contractor shall at the request of 2Sfilms do all acts and execute all documents which may reasonably be required to confirm the title of 2Sfilms to the rights assigned by Clause 32 whether in connection with any registration of such title or otherwise
- 3.4 The Contractor shall not or at any time make use of any information relating to 2Sfilms or the Goods/Services or other information which the Contractor ought reasonably to have known to be of a confidential nature
- 3.5 The Contractor shall be liable for and shall indemnify 2Sfilms against each and every liability which 2Sfilms may incur to any person whatsoever and against any demand cost expense liability loss claim or proceedings suffered or incurred by 2Sfilms to the extent that the same arise out of or in connection with any claim breach or alleged breach of or failure to observe the provisions of this Agreement and/or negligence omission default or breach of statutory duty by the Contractor its employees agents or sub-Contractors of any them
- 3.6 The Contractor shall at its sole expense maintain in full force and effect for the duration of the Goods/Services and for so long as may be necessary to cover its liabilities all risks and public liability insurance in a sum of not less than one million pounds (£1m)
- 3.7 The Contractor shall not be entitled to any assign or sub-contract any of its rights or obligations hereunder
- 3.8 The Contractor shall not without the prior written consent of 2Sfilms sub-contract to any person 2Sfilms Rights

Termination/Suspension

4.1 2Sfilms shall be entitled to suspend or postpone the delivery of the Goods/Services as required by 2Sfilms or its client

4.2 2Sfilms shall be entitled to terminate this Purchase Order in the event of breach of any of the terms hereof or the Contractor becoming insolvent or in the event that the Goods/Services are cancelled by 2Sfilms' client

DATA PROTECTION

5.1 With respect to its rights and obligations under this Agreement with regard to personal data, each Party shall at all times comply with the Data Protection Legislation and shall not perform any obligation under the Agreement in such a way as to cause either Party to breach any of its obligations under the Data Protection Legislation.

5.2 During the term of this Agreement, the Parties acknowledge that in order to perform the Services, the Contractor may process personal data in respect of which 2Sfilms or any of its affiliates is a controller ("Personal Data").

5.3 To the extent that the Contractor processes any Personal Data as a processor on behalf of 2Sfilms, the Contractor shall:

5.3.1 only process Personal Data: (i) to the extent necessary for the provision of the services to be provided under the Agreement; (ii) in accordance with the specific instructions of 2Sfilms (save to the extent such instructions infringe Data Protection Legislation, in which case the Contractor shall immediately notify 2Sfilms); or (iii) as required by any regulator or applicable law;

5.3.2 implement appropriate technical and organisational measures to maintain the security of the Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to that Personal Data;

5.3.3 keep, and procure that its partners, employees and agents keep, Personal Data confidential in accordance with the Contractor's confidentiality obligations pursuant to the Agreement; notify 2Sfilms in writing without undue delay and provide full cooperation to 2Sfilms, in the event of a Personal Data Breach;

5.3.4 provide full cooperation and assistance to 2Sfilms in relation to any request by a data subject to have access to Personal Data held about them or in relation to any other request, allegation or complaint by a competent authority or data subject, including, unless prevented from doing so by applicable law, notifying 2Sfilms in writing without undue delay of receipt of such a request, allegation or complaint; at the choice of 2Sfilms, delete or return all Personal Data to 2Sfilms on termination or expiry of the Agreement, and delete all copies of the Personal Data (save to the extent that retention of copies is required by applicable law);

5.3.4 provide such cooperation and information to 2Sfilms as is necessary for 2Sfilms to demonstrate compliance with its obligations pursuant to Data Protection Legislation, including permitting 2Sfilms, or a third party acting on its behalf, to audit the Contractor's compliance with this clause; not process Personal Data outside the European Economic Area ("EEA") or a country not deemed to provide an adequate level of protection for personal data by any regulator without the prior written consent of 2Sfilms; and

5.3.5 not engage any third party (including Contractor affiliates) to process Personal Data on behalf of 2Sfilms as a sub-processor without 2Sfilms's express prior written consent and shall ensure that such sub-processor is subject to a written contract containing data protection obligations no less onerous than those set out in this clause. The Contractor shall be responsible and remain liable for the acts and omission of any such sub-processor with respect to the processing of Personal Data as if they were the Contractor's own acts, omissions or defaults.

Proper Law and Jurisdiction, Language

6. The parties hereby agree that the terms and conditions contained herein shall be governed by and construed in accordance with the law of England and the parties hereto submit to the exclusive jurisdiction of the English Courts in relation to any matter arising therefrom provided that judgments of the English Courts may be enforced in other jurisdictions