Addendum in Respect of Privacy and Data Processing

The Addendum in Respect of Privacy and Data Processing (**Agreement**) forms part of the Clipchamp Terms and Conditions (**Terms**) between Clipchamp Pty Ltd (**Clipchamp**) and the customer entity that is party to the Terms (**Company**), for the purpose of providing video management services from Clipchamp. This document reflects the agreement of Clipchamp and the Company with regard to the processing of personal data.

If you are agreeing to the Terms and the Agreement on behalf of the Company, then you are binding the Company to the Agreement. If you are accepting the terms in this Agreement and using the Services on behalf of a Company, you represent and warrant that you are authorised to do so.

In the course of providing the Services under the Terms, Clipchamp may process certain personal data on behalf of the Company. Where Clipchamp processes personal data on behalf of the Company, Clipchamp and the Company agree to comply with the terms in the Agreement regarding personal data.

Instructions to Execute the Addendum

A Company that is established in the EU must agree to the Terms and this Addendum in Respect of Privacy and Data Processing prior to using the Clipchamp Platform and Services. The Terms and this Agreement will not be agreed, and the Clipchamp Platform and Services must not be used, until all Parties to the Terms and this Agreement, have executed the documents.

To execute this Addendum in Respect of Privacy and Data Processing, a Company established in the EU must undertake the following:

1. Read and understand the Agreement including all exhibits contained therein (including Exhibit 1: Standard Contractual Clauses; Exhibit 2: Details of Data Processing; Exhibit 3: Technical and Organisational Security Measures; and Exhibit 4: Sub-processors).
2. Complete and sign the Agreement where indicated. Clipchamp has pre-signed relevant sections of the Agreement.
3. Send the completed and executed Agreement to privacy@clipchamp.com. This Agreement will not be valid, and our services must not be used, until Clipchamp has received a fully completed and executed Agreement.

Addendum Application

If the Company signing this Agreement is party to the Terms, this Agreement is an addendum to and forms part of the Terms. Accordingly, Clipchamp is party to the Terms and this Agreement.

If the Company signing this Agreement is not a party to the Terms, this Agreement is not valid and accordingly, not legally binding.

Addendum in Respect of Privacy and Data Processing Terms

This Addendum in Respect of Privacy and Data Processing ("**Agreement**") forms part of the Terms and Conditions ("**Terms**") between

_____

_____

_____

(the "Company")

and

Clipchamp Pty Ltd
of Fortitude Valley, QLD, Australia
ABN 89 162 516 556

(the "**Data Processor**")

(together as the "**Parties**")

WHEREAS

A. The Company acts as a Data Controller.

B. The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

C. The Company is subject to the requirements of the General Data Protection Regulation in respect of the data processing activities to be undertaken by the Data Processor.

D. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

E. The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. **Definitions and Interpretation**

   1.1. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

   1.1.1. "**Agreement**" means this Data Processing Agreement and all Appendices;

   1.1.2. "**Company Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Terms;

   1.1.3. "**Contracted Processor**" means a Subprocessor;

   1.1.4. "**Data Protection Laws**" means Australia's Privacy Act 1988 and, to the extent applicable, EU Data Protection Laws and the data protection or privacy laws of any other country;

   1.1.5. "**EEA**" means the European Economic Area;

   1.1.6. "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

   1.1.7. "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.8. "**Data Transfer**" means:

1.1.8.1. a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2. an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9. "**Services**" means the _____ services the Company provides.

1.1.10. "**Subprocessor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1. Processor shall:

2.1.1. comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2. not Process Company Personal Data other than on the relevant Company's documented instructions.

2.2. The Company instructs Processor to process Company Personal Data.

3. Processor Personnel

3.1. Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Terms, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1. Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.

6. Data Subject Rights

6.1. Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the

fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2. Processor shall:

6.2.1. promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2. ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1. Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2. Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

8.1. Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1. Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Company Personal Data.

9.2. Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit rights

10.1. Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2. Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1. The Processor may not transfer or authorize the transfer of Data to countries outside Australia, the EU, the European Economic Area (EEA) and/or _____ [insert country of company if different from those listed], except as already occurs in relation to the Processor's existing contracted service provider arrangements (see Sub-Processors at Exhibit 4), without the

prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1. **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("**Confidential Information**") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

12.1.1. disclosure is required by law;

12.1.2. the relevant information is already in the public domain.

12.2. **Notices**. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1. This Agreement is governed by the laws of _____ [insert country where Company is located].

13.2. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the court of _____ [subject to possible appeal of _____]. [insert country where Company is located].

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Company

Signature   _____

Name   _____

Title   _____

Date Signed   _____

Clipchamp Pty Ltd

Signature   _____

Name   David Hewitt

Title   Company Secretary

Date Signed   3rd February 2021

Exhibit 1: Standard Contractual Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third parties which do not ensure an adequate level of data protection

Organisation Name : _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Other information needed to identify the organisation: _____

(the data **exporter**)

and

Organisation Name: **Clipchamp Pty Ltd**

Address: **Fortitude Valley, QLD, Australia**

Phone: not applicable   Fax: not applicable   Email: privacy@clipchamp.com

Other information needed to identify the organisation: **ABN 89 162 516 556**

(the data **importer**)

(each a '**party'**; together '**the parties'**)

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

   a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

   b) 'the data exporter' means the controller who transfers the personal data;

   c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

   d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 2a which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1) The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3) The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

e) that it will ensure compliance with the security measures;

f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

d) that it will promptly notify the data exporter about:

    (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

    (ii) any accidental or unauthorised access; and

    (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1) The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

     a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

     b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2) The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1) The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2) The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3) The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the law of _____. [insert the country where the Customer is established]

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1) The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2) The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3) The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the law of _____. [insert the country where the Customer is established]

4) The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1) The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2) The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): _____

Position: _____

Address: _____

Signature: _____

On behalf of the data importer:

Name (written out in full): David Hewitt

Position: Company Secretary

Address: Fortitude Valley, QLD, Australia

Signature: D. Hewitt

Date of the Standard Contractual Clauses: 3rd February 2021

Exhibit 2: Details of Data Processing

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The Data Exporter is customer company of the Data Importer's online video editing and management services, that is established within the European Union.

Data importer

The Data Importer is Clipchamp Pty Ltd (ABN 89 162 516 556), a provider of online video editing and management services.

Data subjects

The Data Exporter may transfer personal data as part of the Service. The personal data transferred may concern the following categories of data subjects:

1. Employees, contact persons or Authorised Users of the Data Exporter

2. Individuals that can be identified in Data Exporter's Content (including video, images and audio recordings)

Categories of data

The Data Exporter may transfer personal data to the Service, at their sole discretion. The personal data transferred may include the following categories of data:

1. Contact person, employee or Authorised User name and contact information (such as company, email, phone)

2. Data Exporter Content, where a person is identifiable (including videos, images and audio content)

Special categories of data (if appropriate)

The Data Exporter may transfer special categories of data to the Service, at their sole discretion. The personal data transferred may include the following special categories of data:

1. Biometric data, where a video and image contained in the Data Exporter's Content identifies a person

2. Racial or ethnic origin, where a video or image contained in the Data Exporter's Content reveals a person's race or ethnic origin

3. Religious beliefs, where a video or image contained in the Data Exporter's Content reveals a person's religious beliefs

Processing operations

Personal data transferred by the Data Exporter will be processed in accordance with the Terms and this Agreement, and may be subject to storage and processing to provide video editing and management services.

On behalf of the Data Exporter:

Signature _____

Name _____

Title _____

Date Signed _____

On behalf of the Data Importer:

Signature _D. Hewitt_____

Name ___David Hewitt_____

Title ___Company Secretary_____

Date Signed _3rd February 2021_____

Exhibit 3: Technical and Organisational Security Measures

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached)

The following is the description of the technical and organisational security implemented by the data importer in accordance with Clauses 4(d) and 5 (c):

- Staff privacy awareness via regular training re: appropriate physical, technical and administrative safeguards for personal data
- Security assessment undertakings (audits)
- Regular software and/ or system updates to address known vulnerabilities
- Strict adherence to corporate policy and process, including, but not limited to:
    Data Breach Management and Notification Policy
    Information Security Policy
    Data Classification Policy
    Procurement Policy
    Vendor Management Policy

On behalf of the Data Exporter:

Signature _____

Name _____

Title _____

Date Signed _____

On behalf of the Data Importer:

Signature _____*D. Hewitt*_____

Name _____David Hewitt_____

Title _____Company Secretary_____

Date Signed __3rd February 2021_____

Exhibit 4: Sub-processors

This Appendix forms part of the Clauses and must be completed and signed by the parties. The data exporter agrees to the data importer subcontracting its processing operations performed on behalf of the data exporter under the Clauses, to the following sub-processors.

Sub-processor	Services Provided
Amazon S3	Cloud storage
Amplitude	Product analytics
Appcues	Onboarding services
Braintree PayPal	Payment processing
Braze	Messaging services
Canny	Feedback collection and analysis
Chargify	Payment subscription management
Cloudflare	Video hosting and streaming
Data dog	Cloud monitoring
Intercom	Live chat function
Facebook Pixel	User tracking
GIPHY	GIF's library service
Google Analytics	Website analytics
Google Cloud Platform	Cloud storage
Recurly	Payment subscription management
Replica Studios	Generated voice over services
SendGrid	Email delivery services
Sentry	Application monitoring
Storyblocks	Stock media library services
Stripe	Payment processing
Vero	Automatic user messaging services

On behalf of the Data Exporter:

Signature _____

Name _____

Title _____

Date Signed _____

On behalf of the Data Importer:

Signature ___*D. Hewitt*_____

Name _____David Hewitt_____

Title _____Company Secretary_____

Date Signed __3rd February 2021_____