

BOOST Cinema Ad Network (CAN)

DATA PROTECTION AGREEMENT

BETWEEN

- (1) The Boxoffice Company entity identified in Section 11 (“BOOST”); and
- (2) Cinema, as identified in the BOOST Cinema Ad Network (CAN) Participation DPA (the “Cinema”).

(each a “party” and together the “parties”)

BACKGROUND

- (A) The Cinema has agreed to share Data (as defined below) with BOOST for the purpose of providing advertising campaigns promoting film releases as described in the BOOST Cinema Ad Network (CAN) Participation DPA executed by the parties. As part of the performance of the BOOST Cinema Ad Network (CAN) Participation DPA, parties have agreed to the following Data Protection Agreement relating the processing of personal data.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply to this DPA.

1.1. Definitions

Agreed Purpose	has the meaning given to it in Clause 2.4;
Business Day	a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;
Cinema Ad Network (CAN) Participation Agreement or CANPA	means the commercial agreement concluded between BOOST and the Cinema;
Commencement Date	has the meaning given to it in Clause 2.1;
Data	means Personal Data and/or Sensitive Data (as the case may be) as defined in the Data Protection Legislation;

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Data Protection Agreement or DPA	means this DPA together with the Schedules;
Data Protection Authority	means the relevant data protection authority in the territories where the parties to this DPA are established;
Data Protection Legislation	means any applicable law and regulation relating to the processing of personal data and personal information, including but not limited to: <ul style="list-style-type: none"> (i) The California Consumer Privacy Act (the “CCPA”) and regulations adopted by the California Privacy Protection Agency; (ii) the General Data Protection Regulation ((EU) 2016/679) (the “GDPR”) to the extent applicable to the present DPA; (iii) the UK GDPR and all applicable laws and regulations relating to the processing of personal data and data privacy, including where applicable the guidance and codes of practice issued by the Data Protection Authority or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003,.
Data Security Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data;
EEA	means the European Economic Area;
Standard Contractual Clauses or SCC	means the standard contractual clauses for the transfer of personal data to third countries as approved by the European Commission pursuant to Commission Implementing Decision (EU) 2021/914 of June 2021, or any subsequent standard contractual clauses adopted by the European Commission
Subject Access Request	means the disclosure of Data to a Data Subject as detailed in the Data Protection Legislation; and
Term	has the meaning given to it in Clause 2.2.
UK Transfer Addendum	Means the template Addendum B.1.0 issued by the UK Information Commissioner’s Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 nd February 2022.

- 1.2. Controller, Processor, Data Controller, Data Processor, Data Subject, Personal Data, Sensitive Data, and Special Categories of Personal Data, shall have the meanings given to them in the Data Protection Legislation.
 - 1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this DPA.
 - 1.4. The Schedule forms part of this DPA and shall have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Schedule.
 - 1.5. Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.6. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 1.8. References to clauses and the Schedule are to the clauses and Schedule of this DPA and references to paragraphs are to paragraphs in the Schedule.
 - 1.9. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
 - 1.10. In the case of any ambiguity between any provision contained in the body of this DPA and any provision contained in the Schedule, the provisions in the body of this DPA shall take precedence.
 - 1.11. Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.
2. Purpose, Commencement, and Term
 - 2.1. This DPA shall commence on the same date as defined in the CANPA (the “Commencement Date”).
 - 2.2. Notwithstanding the terms contained in the CANPA, this DPA shall continue until BOOST has returned or destroyed all Data held by BOOST in accordance with Clause 7 (the “Term”).
 - 2.3. This DPA sets out the framework for the sharing of Data between the parties under the CANPA.
 - 2.4. BOOST shall only process Data for the purposes of the CANPA (the “Agreed Purpose”). BOOST shall not process Data that is incompatible with the Agreed Purpose unless notified by the Cinema in writing.
3. Compliance with the Data Protection Legislation

- 3.1. Both parties shall comply with all applicable requirements of the Data Protection Legislation. The terms of this DPA are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
 - 3.2. In the event that the Data Protection Legislation necessitates stricter or additional requirements to protect individuals' privacy, Personal Data, or Sensitive Data then the parties shall, no later than forty (40) Business Days', after such changes to the Data Protection Legislation, agree to amend the terms of this DPA to give effect to the stricter or additional requirements.
 - 3.3. BOOST undertakes to comply with the terms of this DPA in addition to its obligations under the CANPA and any other contract that BOOST may enter into, whether currently in force or entered into in the future.
 - 3.4. In the case of any inconsistency between the terms of this DPA, the CANPA, or any other contract entered into between BOOST and the Cinema, whether currently in the force or entered into in the future, the terms of this DPA shall prevail unless otherwise notified in writing by the Cinema to BOOST.
4. Roles and responsibilities of the parties
 - 4.1. If Cinema is a customer of the Boost website services provided by BOOST, Parties agree that BOOST may perform Cinema's obligations on the latter's behalf with regards to the collection of personal data on Cinema's website. Cinema hereby authorizes BOOST to process Data as a processor on behalf of the Cinema and the Section 5 "Controller to Processor Terms" shall apply.
 - 4.2. Notwithstanding clause 4.1, parties shall act as independent controllers with respect to the remaining processing performed under this DPA and the Section 6 "Controller to Controller terms" shall apply.
5. Controller to Processor Terms
 - 5.1. Without prejudice to the generality of Clause 3.1, BOOST shall, in relation to any Data processed in connection with the performance by BOOST of its obligations under this DPA and the CANPA:
 - 5.1.1. comply with the applicable Data Protection Legislation and process the Data as necessary to perform its obligations under the DPA, and only in accordance with the documented lawful instructions of Cinema as set forth in this DPA and the Schedule, unless required to do so by the applicable Data Protection Legislation to which BOOST is subject. In this case BOOST shall inform the Cinema of such legal requirement before processing, unless relevant Data Protection Legislation prohibit such information on important grounds of public interest. BOOST will promptly inform Customer if it becomes aware that Cinema's processing instructions infringe Applicable Data Protection Law;
 - 5.1.2. ensure that it has in place appropriate technical and organisational measures in accordance with good industry practice to protect against unauthorised or

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unlawful processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Data, ensuring confidentiality, integrity, availability, and resilience of its systems and services);

- 5.1.3. ensure that personnel who have access to and/or process Data are obliged to keep the Data confidential and that access to the Data is limited to the BOOST's personnel who need access to the Data for the performance of BOOST's duties and obligations;
- 5.1.4. if applicable, not transfer any Data outside of the EEA or the UK unless the prior written consent of the Cinema has been obtained and the following conditions are fulfilled:
 - i. in the event of a transfer of Personal Data from the EEA to a country located outside the EEA:
 - a. such country is deemed having an adequate level of data protection according to Article 45 GDPR, or
 - b. the parties agree to incorporate the SCC into this DPA, as completed in accordance with Part 3 of the Schedule;
 - ii. in the event of a transfer of Personal Data from the UK to a country outside the UK:
 - a. such country is deemed having an adequate level of data protection according to Article 45 UK GDPR, or
 - b. the parties agree to incorporate the UK Transfer Addendum into this DPA, as completed in accordance with Part 4 of the Schedule
 - iii. the Data Subject has enforceable rights and effective legal remedies;
 - iv. BOOST complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Data that is transferred;
 - v. BOOST complies with reasonable instructions notified to it by the Cinema with respect to the processing of the Data;
- 5.1.5. assist the Cinema in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.1.6. notify the Cinema without undue delay on becoming aware of a Data Security Breach and assist the Cinema in assessing the breach and, if applicable, notifying without undue delay the competent Data Protection Authority and the Data Subjects;
- 5.1.7. maintain records and information to demonstrate its compliance with this Clause 5; and

- 5.1.8. if required by the Data Protection Legislation, appoint a Data Protection Officer (as defined in the Data Protection Legislation).
 - 5.2. The Cinema consents to BOOST appointing the third-party processors detailed in the Schedule and shall inform the Cinema with 30 days' prior written notice for any addition of a third-party processor. Cinema is entitled to object to the addition of such third-party processor within 30 days following such notice. In the event where Cinema does not object within such 30 days period, the addition of the third-party processor shall be deemed accepted.
 - 5.3. BOOST shall provide the Cinema with relevant information requested by the Cinema to enable the Cinema to verify BOOST's compliance with this DPA. The Cinema shall be entitled to inspect, test and audit, or appoint representatives to inspect, test and audit, such facilities, premises, equipment, systems, documents and electronic data used in connection with the processing of the Data provided always that:
 - 5.3.1. the Cinema gives reasonable notice of such audit to BOOST;
 - 5.3.2. any staff, agents, and/or representatives of the Cinema shall enter into a non-disclosure DPA with BOOST prior to accessing any of BOOST's systems or attending any of BOOST's premises; and
 - 5.3.3. the Cinema shall undertake its audit in a manner which minimises the impact on the operations of BOOST.
 - 5.4. BOOST shall provide reasonable assistance in relation to each such inspection, test and audit. The Cinema may not undertake more than one (1) audit every twelve (12) calendar months. Without prejudice to the Cinema's other rights and remedies, in the event that the Cinema identifies non-compliance with this DPA as a result of an inspection, test or audit, and provides BOOST with a written notice detailing such non-compliance, then BOOST shall:
 - 5.4.1. remedy the non-compliance and shall take such steps as the Cinema reasonably requests for this purpose; and
 - 5.4.2. reimburse the Cinema for the costs and expenses incurred by the Cinema in connection with the audit.
6. Controller to Controller terms
 - 6.1. General Principles
 - 6.1.1. Each Party undertakes to comply with all obligations incumbent upon it under the applicable Data Protection Legislation.
 - 6.1.2. Each Party warrants that it has the appropriate legal bases for the processing operations for which it alone determines the purposes and means, and that it maintains up-to-date documentation demonstrating its compliance.
 - 6.1.3. The Parties undertake to cooperate in good faith to ensure the compliance of the processing carried out within the framework of the performance of the contract.
 - 6.1.4. Each Party undertakes to implement, for the processing it carries out, appropriate technical and organizational security measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of the

processing, as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.

- 6.1.5. The Parties shall that any transfer of Data outside the EEA or the UK complies with the applicable Data Protection Legislation.
- 6.1.6. Each Party undertakes to provide the other Party, upon written request, with reasonable assistance taking into account the nature of the Data sharing and the information in its possession in the event of: (i) an audit of one of the Parties by a supervisory authority relating to the sharing of the Data, or (ii) the performance of impact assessments or prior consultations with the supervisory authority by one of the Parties.
- 6.1.7. Each Party is solely responsible for fulfilling its obligations to respond to requests for the exercise of data subjects' rights that it receives. In the event that a data subject exercises certain rights directly with one of the Parties, the latter undertakes to inform the other Party within a maximum of five (5) business days so that it may take the measures provided for by the applicable Data Protection Legislation.

6.2. Undertakings and warranties of the Parties

- 6.2.1. The Party undertakes to collect, process, and transmit the Data in accordance with:
 - i. The applicable Data Protection Legislation;
 - ii. The present DPA and the CANPA
- 6.2.2. The Parties shall specifically ensure that they have a legal basis for the transmission of the Data to the other Party.
- 6.2.3. Each Party is solely responsible for obtaining the consent of the Data Subjects for the transmission of the Data to the other Party and its use for the purposes described in the Schedule. In this respect, the Party undertakes to:
 - a. obtain the consent of the Data Subjects in accordance with the applicable Data Protection Legislation;
 - b. ensure that Data Subjects are transparently informed about the sharing and subsequent processing of the Data. To this end, the other Party shall provide the Party with all necessary information regarding its processing, including in particular the information notices to be brought to the attention of the Data Subjects and its privacy policy;
 - c. be able to demonstrate that the consent of the Data Subjects to the processing of the Data has been obtained and
 - d. inform the other Party as soon as possible of the withdrawal of consent by any Data Subject.

7. Notice

- 7.1. Any notice or other communication given to a party under or in connection with this DPA shall be in writing, addressed to the other party and shall be delivered by

hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

7.2. Any notice shall be deemed to have been received:

7.2.1. if delivered by hand, on signature of a delivery receipt; or

7.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

7.2.3. if sent by e-mail, at 9.00 am on the next Business Day after transmission.

7.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. General

8.1. **Third Party Rights.** No one other than a party to this DPA, their successors and permitted assignees, shall have any right to enforce any of its terms.

8.2. **Variation.** No variation of this DPA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.3. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this DPA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8.4. **Severance.** If any provision or part-provision of this DPA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this DPA. If any provision or part-provision of this DPA is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8.5. **Changes to the Data Protection Legislation.** In case the applicable data protection and ancillary laws change in a way that the DPA is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree to negotiate in good faith to review and amend the DPA in light of the new legislation.

- 8.6. No partnership or agency. Nothing in this DPA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 8.7. Further assurance. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this DPA.
- 8.8. Rights and remedies. The rights and remedies provided under this DPA are in addition to, and not exclusive of, any rights or remedies provided by law.
- 8.9. Counterparts. This DPA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one DPA. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 8.10. Assignment. Neither party may, without the prior written consent of the other, assign, transfer, novate, or subcontract, in whole or in part, any right or obligation under this DPA.

9. Governing Law

This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws specified in Section 11.

10. Jurisdiction

Each party irrevocably agrees that the courts identified in section 11 shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this DPA or its subject matter or formation.

11. Assigned contracting entity, governing law and jurisdiction

Cinema's geographical residence	BOOST contracting entity	Governing law	Jurisdiction
North and South America	The Boxoffice Company LLC Address: 63 Copps Hill Road, Ridgefield, CT 06877 USA	Laws of the State of Connecticut	Fairfield County in the State of Connecticut
Europe and rest of the world	The Boxoffice Company (Glasgow) Limited Address: 152 West Regent Street,	Laws of Scotland	Courts of Scotland

	Glasgow, UK G2 2RQ		
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SCHEDULE

Part 1.
Single Point of Contact.

	BOOST	The Cinema
Full Name	Malcolm MacMillan	As specified in Section 8.2 of the CANPA
Position/Title	Managing Director	
E-Mail Address	malcolm.macmillan@boxoffice.com	
Telephone Number	00 44 7860 121213	
Postal Address	152 West Regent Street Glasgow G2 2RQ	

Data Protection Officer's contact details:

	BOOST	The Cinema
Full Name	Joseph Rubio	As specified in Section 8.2 of the CANPA
E-Mail Address	dpo@webedia-group.com	
Postal Address	The Boxoffice Company France : 2, rue Paul Vaillant-Couturier, 92300 Levallois-Perret, France	

Part 2.
Description of the processing activities

- BOOST as processor acting on behalf of Cinema

Data subjects	Cinema's end clients
Categories of personal data	Email address, advertising identifiers, cookie identifier, device identifier, IP address, user agent, referral page URL and title
Sensitive Data	N/A
Frequency of the transfer	Continuous for the duration of the CANPA

Nature of the processing	Collection, storing, transmission, deletion
Processing purpose(s)	Cinema's performance of its obligations under the CANPA
Processing duration	Duration of the CANPA with the Cinema
Third-party processors involved	<ul style="list-style-type: none"> - Didomi Location: France Purpose: cookie consent management platform - StackAdapt Location : UK, US, Singapore and Japan Purpose: advertising and conversion measures

- Parties acting as independent Controllers

Data subjects	Cinema's end clients
Categories of personal data	Email address, advertising identifiers, cookie identifier, device identifier, IP address, user agent, referral page URL and title
Sensitive Data	N/A

Frequency of the transfer	Continuous for the duration of the CANPA
Nature of the processing	Collection, storing, transmission, deletion
Processing purpose(s)	Parties' performance of their respective obligations under the CANPA
Processing duration	Duration of the CANPA with the Cinema
Roles of the parties	<u>Cinema</u> <ul style="list-style-type: none"> - Insertion of pixel on Cinema website according to the CANPA - Collection of user consent for the processing of Data under the CANPA - Transmission of Data to BOOST
	<u>BOOST</u> <ul style="list-style-type: none"> - Measure of advertising performance - Retargeting of user for advertising purpose

Part 3.
Standard Contractual Clauses

1. Where the SCC apply in accordance with Clause 5.1.4 of the DPA, each of the parties is hereby deemed to have signed the SCC with the following Modules:
 - Where BOOST acts as the Controller, the Module One of the SCC shall apply

- Where BOOST acts as the Processor on behalf of the Cinema acting as Controller, the Module Two of the SCC shall apply
2. The SCC shall be completed as follows:
 - a) The optional “Docking Clause” in Clause 7 of the SCC is left intentionally blank;
 - b) In Clause 9, OPTION 2: GENERAL WRITTEN AUTHORISATION applies and the minimum time period for advance notice is 30 days;
 - c) In Clause 11, the optional language is deleted;
 - d) In Clause 17, OPTION 1 applies and the parties agree that the SCC shall be governed by the laws of France;
 - e) In Clause 18, the parties agree that any dispute arising from the SCC shall be governed by the courts of Paris, France.
 3. The Annexes of the SCC shall be completed as follows:
 - a) In Annex I.A. the data exporter is the Cinema and the data importer is BOOST
 - b) In Annexe I.B. the information required are listed in Part 2 of the present Schedule
 - c) In Annex I.C. the competent Supervisory Authority shall be determined as follows:
 1. Where the data exporter is established in an EU Member State, the competent supervisory authority shall be the supervisory authority in which the data exporter is established.

2. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the competent supervisory authority shall be the supervisory authority of the EU Member in which such representative is established.
 3. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the competent supervisory authority shall be the supervisory authority of the EU Member State notified in writing to the data importer's contact point, which must be an EU Member State in which the Data Subjects whose Personal Data are transferred under these SCC in relation to the offering of goods or services to them, or whose behavior is monitored, are located.
- d) Annex II of the SCC are completed as per reference to Part 6 of the present Schedule

Part 4

UK Transfer Addendum

1. Where the UK Transfer Addendum applies in accordance with Clause 5.2.4 of the DPA, the UK Transfer Addendum shall be completed as follows:
 - a) Table 1, 2 and 3 are deemed completed as per the corresponding details in the DPA and in the Schedule
 - b) The parties agree to be bound by the Mandatory Clauses of the UK Transfer Addendum

Part 5

BOOST Technical and organizational security measures (as Processor only)

Technical measures:

- Physical and logic access controls
- Protection of software access by strong password and login policy
- Infrastructure securization
- Data backup

Organizational measures:

- Staff training and sensibilization
- Definition of roles and permissions for Data access
- Periodic review of the security measures

BOOST also ensures that each third-party processor has the appropriate technical and organizational security measures relevant to the scope of processing activities entrusted to each third-party processor