



AI ENABLED AD CREATION TOOL - STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

In these T&Cs, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Affiliate" means in relation to any party, any person, company, association or other separate legal entity which, directly or indirectly: (i) is Controlled by that party; (ii) Controls that party; or (iii) is under substantially common Control with that party;

"Advertiser" means the advertiser specified in the Booking placed to purchase Media which has used the AI Tool for the purpose of making the Creative;

"Advertiser Materials" means (i) the materials available on the Advertiser's business website including but not limited to, video, audio, still images, logos, branding, designs, graphics, marketing and promotional materials, and script, and (ii) any other materials provided directly or indirectly by the Advertiser, or otherwise made available to Sky to enable Sky to use the AI Tool to make the Creative;

"AI Tool" means the AI-enabled advertising creation tool(s) (including Waymark or any successor platform) made available by Sky to the Advertiser in accordance with these Terms and Conditions;

"Booking" means a commitment placed by the Advertiser to buy Media at an agreed rate with Sky whether via (i) a booking platform (e.g. the CARIA), or (ii) an executed booking form or insertion order;

"Control" means the power of a person, company, association or other separate legal entity to secure (whether by the holding of over fifty percent (50%) of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and "Controlled" will be construed accordingly;

"Creative" means any material (including all trade marks, branding and content contained therein) intended for

transmission by Sky across the Sky Platforms and made via the AI Tool, as detailed in the Booking;

"Data Protection Laws" means all applicable laws relating to privacy and data protection including but not limited to (i) the GDPR, and (ii) the UK GDPR (as defined in section 3(10) of the UK Data Protection Act 2018), and (iii) Directive on privacy and electronic communications (2002/58/EC, as amended), as well as all laws implementing each of (i) to (iii) above, all Law implementing such Directives and/or Regulation, including the UK Data Protection Act 2018, as amended and updated from time to time. In the event any such Directive, Regulation or laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or law shall be deemed to constitute Data Protection Laws;

"GDPR" means the General Data Protection Regulation (EU 2016/679);

"Intellectual Property Rights" means all copyright, database rights, patent rights, design rights, moral rights, trade marks, domain names, know-how and any other intellectual property rights and similar rights (whether registered or unregistered) including any application for registration of any such right anywhere in the world;

"Laws" means any applicable laws, statutes, regulations and relevant industry codes of practice (including the Broadcasting Acts 1990 and 1996 and the Communications Act 2003 as amended or superseded from time to time, the CAP Code, BCAP Code, and the Ofcom Codes, the Data Protection Laws, and the EU AI Act (Regulation (EU) 2024/1689)) (the "EU AI Act") as may be updated from time to time;

"Media" means the advertising services made available to an Advertiser for the transmission of its Creative as agreed in the relevant Booking and subject to the Sky Media Standard Terms;

"Sky" means Sky UK Limited, the company registered in England & Wales under company number 02906991 with registered office at Grant Way, Isleworth, Middlesex, TW7 5QD;



“Sky Media Standard Terms” means the Sky Media standard terms and conditions (available here: <https://www.skymedia.co.uk/terms-and-conditions/>);

“Sky Platforms” means: (i) any platform by which Sky makes content (including third-party media partner channel content) available to viewers, including satellite, cable, online, digital, internet, IPTV and VOD; and (ii) any third-party platform in respect of which Sky is appointed for the sale of advertising and/or sponsorship;

“Terms and Conditions” or “T&Cs” means these terms and conditions for the use of the AI Tool made available by Sky to an Advertiser and which are available at the following link <https://www.skymedia.co.uk/terms-and-conditions/>; and

“Waymark” means the AI-enabled advertising tool that is owned or controlled by Waymark, Inc.

2 APPLICABILITY OF THESE TERMS

- 2.1** Sky may use the AI Tool to make a Creative on behalf of the Advertiser for the purpose of placing such Creative on Sky in accordance with an agreed Booking. These Terms and Conditions (i) shall apply automatically as soon as the Advertiser permits Sky to enable the use of the AI Tool in order to make the Creative for the Advertiser, and (ii) shall continue in force until (a) if the Advertiser proceeds with a Booking using the Creative, the end of the campaign period under such Booking, or (b) the date from which the Advertiser opts not to proceed with a Booking. By permitting Sky to access or use the AI Tool or by any use of the Creative made with the AI Tool, the Advertiser is deemed to have accepted and agreed to comply with these Terms and Conditions, including where these Terms and Conditions are provided to the Advertiser following the creation of the Creative.
- 2.2** If the Advertiser agrees to proceed with the Booking, the Sky Media Standard Terms shall apply in full on the provision of Media by Sky. In the event of any inconsistency between these terms and the Sky Media Standard Terms, these Terms and Conditions shall prevail solely in connection with the use of the AI Tool and any Creative made using the AI Tool.

3 LICENCE OF MATERIALS

- 3.1** In order to use the AI Tool via Sky to create the Creative, the Advertiser, without prejudice to any rights Sky may have under law, hereby grants to Sky a worldwide, non-exclusive, royalty-free, transferable sub-licensable licence to use, copy, adapt, modify, reproduce, display, issue and distribute the Advertiser Materials in order to enable Sky to use the AI Tool to make the Creative for and on behalf of the Advertiser, and, thereafter, to enable Sky to place such Creative on Sky Platforms in accordance with a Booking and Sky Media Standard Terms.
- 3.2** The Advertiser warrants, undertakes and represents to Sky:
- 3.2.1** during the period when the Creative is made and the period such Creative is used for any campaign agreed in a Booking, that it owns or has obtained all necessary rights, consents, licences, permissions and clearances to use, copy, adapt, modify, reproduce, display, issue, transmit, and distribute of Advertiser Materials as part of or in connection with the Creative and that usage of such Advertiser Materials does not infringe any third-party Intellectual Property Rights, privacy, publicity or any rights of any third party;
- 3.2.2** that all Advertiser Materials are suitable for processing by the AI Tool and do not contain: (i) unlawful or defamatory material; (ii) malware or malicious code; (iii) confidential information of or any references, logos, or representations (whether spoken, in text, or picture form) of any entity, business or individual other than the Advertiser;
- 3.2.3** it will always comply with all applicable Laws; and
- 3.2.4** that the Advertiser Materials shall not contain any personal data, unless otherwise agreed by the parties. If any personal data is provided to Sky, the Advertiser warrants and represents such data has been obtained and shared in accordance with all applicable privacy and Data



Protection Laws. If Sky expressly agrees in writing to include such personal data in the Creative, this will be processed in accordance with Appendix 1 to these T&Cs.

- 3.3** The Advertiser acknowledges that the Creative is generated using the AI Tool (provided by a third party) which may generate content that is similar or identical to content created for other users and may produce outputs that are not unique. Sky makes no representations or warranties that the Creative will be unique, available, accurate, error-free, free from hallucinations or AI-generated inaccuracies, fit for purpose, not infringing of any rights or applicable Laws, or free from third-party materials or claims. Sky does not independently review or verify the ownership, accuracy or permissions or legal compliance of any Advertiser Materials used to generate the Creative.
- 3.4** If, at any time before or during the Booking, the Advertiser becomes aware that the Creative contains any inaccurate, misleading, infringing or otherwise unlawful content, it shall promptly notify Sky and cooperate with Sky in correcting, withdrawing or removing the Creative from any available platforms.
- 3.5** The Advertiser hereby indemnifies and holds harmless Sky and its Affiliates, officers, contractors, employees, and operator(s) ("**Sky Indemnitees**") against any and all liabilities, costs, expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by Sky Indemnitees as a result of any claims, actual or threatened, relating to a breach of the warranties contained at this Clause 3, and/or any Intellectual Property Rights infringement relating to the Advertiser Materials or the Creative, breach of confidentiality (including the obligations contained at Clause 7), and/or breach of any applicable Laws, in each case, arising in connection with these Terms and Conditions.

4 USE OF CREATIVE

- 4.1** The Advertiser will have the opportunity to review and approve the final Creative. By approving the Creative for broadcast, the Advertiser warrants and confirms it has

checked and undertaken its own independent review of the Creative and is satisfied that: (i) the Creative or any Advertiser Materials used do not use and will not infringe any third-party rights; (ii) that all claims and all statements in the Creative are accurate, substantiated and capable of objective verification where required; and (iii) that the Creative complies with all applicable Laws and regulatory requirements in the territories the Creative shall be made available.

- 4.2** All legal and beneficial interest in any Intellectual Property Rights relating to any materials, video, audio, graphics, text, data or software provided by or on behalf of Sky herein or for use in the Creative, whether as part of the AI Tool or otherwise, and any and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Sky in relation to the making of the Creative or otherwise, remain the property of Sky and/or its Affiliates or licensors (as appropriate). To the extent that any Intellectual Property Rights subsist in the Creative (excluding the Advertiser Materials or any third-party materials), such rights shall automatically vest in Sky immediately upon creation. To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this Clause 4.2 should for any reason vest in the Advertiser, the Advertiser hereby automatically assigns (including by way of present assignment of future copyright, where applicable) such interest to Sky. The Advertiser shall not use any materials referred to in this Clause 4.2 without Sky's prior written approval.
- 4.3** The Advertiser shall (i) cooperate with Sky, (ii) provide such information and assistance to Sky as Sky reasonably requires, and (iii) follow any reasonable instructions from Sky in relation to any disclosure, transparency, labelling, record keeping or other measures that the parties reasonably consider necessary to comply with applicable Laws and regulations relating to artificial intelligence, including the EU AI Act. The Advertiser shall not remove, alter or obscure any such disclosures, labels or notices applied by Sky and shall not use the Creative



in a manner that would cause Sky to breach any applicable Laws or regulations, including the EU AI Act.

4.4 The Advertiser acknowledges that (i) the AI Tool is developed, operated and maintained independently by a third party, and (ii) that third party may modify, change access to or update the AI Tool at any time and may require the Advertiser to agree to its use policies in respect of the AI Tool. Sky does not design, develop, train, or control the AI Tool and makes it available solely as part of assisting Advertisers to make Creative(s).

4.5 The Creative is strictly made for advertisements to be placed on Sky Platforms only, in accordance with the Booking and the Sky Media Standard Terms. Sky grants a limited non-transferrable licence to the Advertiser to use the Creative solely for the purposes of the foregoing. The Advertiser shall have no rights and is not permitted to use, copy, create derivative works of, publish, distribute or otherwise exploit (nor permit any third party to use, copy, create derivative works of, publish, distribute or otherwise exploit) the Creative on any platform other than the Sky Platforms or for any other purpose, without Sky's prior written consent. The Advertiser shall not use the Creative or any output from the AI Tool to train, fine-tune or develop any artificial intelligence or machine learning system.

4.6 Sky may modify, edit, remove or refuse to publish any part of the Creative where reasonably necessary to comply with applicable Laws, regulatory requirements, technical requirements, Sky policies, broadcaster policies or the requirements of the AI Tool. Sky shall have a right to remove or require the immediate removal of the Creative from any Sky Platforms and any other platforms at any time, in accordance with Sky Media Standard Terms.

5 LIABILITY

5.1 Nothing in these T&Cs shall limit or exclude either party's liability for: (a) any liability which any party may have to an individual (or to the estate of a deceased individual) for the death of, or personal injury sustained by, such individual to the extent such death or personal

injury was caused by its negligence, or the negligence of a party's employees, agents or subcontractors (as applicable); (b) any liability which a party may have for fraud or fraudulent misrepresentation; or (c) any liability to the extent any such limitation or exclusion of liability would be in contravention of applicable Laws.

5.2 In no event shall Sky be liable for any loss or damage to any Advertiser Materials or Creative supplied by or on behalf of the Advertiser while in Sky's possession, custody or control, or in transit.

5.3 Subject to clause 5.1, neither party will be liable to the other party for any special, indirect or consequential loss, and for any loss of business or profits, loss of business opportunity, loss of anticipated savings, loss or corruption of data or information, wasted expenditure in each case whether such loss is direct or indirect or whether such loss arises from contract, tort (negligence), breach of statutory duty or otherwise. This Clause 5.3 shall not apply in respect of the Advertiser's indemnity obligations under these Terms and Conditions.

5.4 The maximum aggregate liability of Sky to the Advertiser under these Terms and Conditions in respect of any losses suffered or incurred by the Advertiser arising out of or in relation to the use of the AI Tool, the Creative or any proceedings, claim or action resulting from any breach of contract, tort (negligence) or breach of statutory duty, shall be limited to the fees payable or paid by the Advertiser under the Booking using the Creative.

6 TERMINATION

6.1 Sky may withdraw, suspend, modify, replace or discontinue the AI Tool (in whole or in part) at any time and for any reason in its sole discretion, without liability to the Advertiser.

6.2 Without prejudice to its other rights and remedies, Sky shall be entitled to terminate these Terms and Conditions or suspend use of the AI Tool in whole or in part immediately at any time by giving notice in writing to the Advertiser in the event that:



- 6.2.1** the Advertiser commits a material breach of these Terms and Conditions and, where such breach is capable of remedy, does not remedy such breach within 7 days after being served notice to do so;
- 6.2.2** the Advertiser becomes insolvent, a person passes a resolution for the winding up or dissolution of the Advertiser, an administration order is made against the Advertiser or a receiver is appointed over, or takes possession of, the assets of the Advertiser;
- 6.2.3** the activities or conduct of the Advertiser or activities relating to the Advertiser's business are of such a nature that Sky in its sole discretion considers that the continued provision of advertising and/or sponsorship services would be detrimental to the reputation of Sky and/or the programme and/or channel or otherwise damaging to the Sky brand; or
- 6.2.4** the Advertiser undergoes a change of control (for the purposes of this clause "change of control" shall occur where: (i) a person who is not an Affiliate of the Advertiser (at the time of Sky and the Advertiser entering into these T&Cs) gains Control of the Advertiser; or (ii) any person obtains any form of influence over the management of the Advertiser and Sky reasonably believes such influence would be harmful to Sky's business or the business of any of its Affiliates).

and on termination of these Terms and Conditions by reason of any of the foregoing, Sky shall be entitled to charge, without affecting any other rights which it may have at law or otherwise, in addition to all other sums due for the provision of the AI Tool, any costs associated with removing the Creative, from the relevant Sky Platforms or any broadcast or transmission on any platform. Upon termination or expiry of these Terms and Conditions, all licence and rights granted to the Advertiser under these Terms and Conditions shall automatically terminate.

7 CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 7.1** Neither party shall make any public or press announcement, press release, communication or statement concerning these Terms and Conditions without the other parties' prior written consent, such consent not to be unreasonably withheld or delayed. The parties agree that a breach of this Clause 7 shall constitute a material breach of the Terms and Conditions.
- 7.2** Each party undertakes to the other party, subject to Clauses 7.3 and 7.4 below, that it will treat as confidential the terms of these Terms and Conditions together with all information it obtains about the other party concerning the business, finances, revenues/prices, technology and affairs of the other party generally and each party's respective obligations hereunder or otherwise in connection with these Terms and Conditions and regardless of its nature ("**Confidential Information**"), and will not disclose such information to any person except in accordance with this Clause 7 and will not use such Confidential Information other than for the purposes of performing its obligations, or exercising its rights, under these Terms and Conditions subject always to any prior specific authorisation in writing by the relevant party who owns the Confidential Information.
- 7.3** Each party will only disclose Confidential Information to those of its employees and officers who: (i) need to know it for the purpose of exercising or performing its rights and obligations under these Terms and Conditions; (ii) are informed of the confidential nature of the information divulged; and (iii) agree to act in compliance with the obligations of confidentiality under this Clause 7. Sky shall be entitled to share Confidential Information with any of its Affiliates. Each party shall remain principally responsible and liable for the compliance of its employees, officers (and in the case of Sky, its Affiliates) with this Clause 7.
- 7.4** Neither party will disclose Confidential Information to any third party (other than to its own employees and officers (and in the case of Sky, to its Affiliates) in



accordance with this Clause 7), except for information that: (i) is in the public domain other than by default of the recipient party; (ii) is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information; (iii) has already been independently generated by the recipient party; (iv) is reasonably passed on to third parties by Sky for the purposes of undertaking credit and risk management; or (v) is required to be disclosed by applicable Laws or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency provided that the recipient party shall notify the disclosing party promptly of any such potential requirement and (if possible prior to making any such disclosure) use all reasonable endeavours to seek confidential treatment of any such information.

7.5 The provisions of this Clause 7 shall expressly survive the termination, completion or assignment of these Terms and Conditions.

8 ANTI-FINANCIAL CRIME

8.1 The Advertiser represents and warrants that it shall not and shall ensure that none of its subsidiaries, shareholders, directors, senior managers, officers, employees, contractors, sub- contractors, agents or other representatives shall breach or cause Sky to breach any anti-financial crime laws to which either party is subject including but not limited to the U.K. Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, Proceeds of Crime Act 2002, Criminal Finances Act 2017, Fraud Act 2006, Economic Crime and Corporate Transparency Act 2023, any sanctions or export controls regime administered or enforced by the United Kingdom, European Union or United States, financial crime offences under the Irish Criminal Justice (Corruption Offences) Act 2018, Italian 231 Decree or German Penal Code, and all updates, amendments and/or implementing measures thereto, and any laws applicable to Advertiser having similar effect to the foregoing (together, the “**Anti-Financial Crime Laws**”). The Advertiser represents and warrants that it shall

adhere to the standards in the Comcast Code of Conduct for Suppliers and Business Partners available at <https://corporate.comcast.com/values/integrity/our-suppliers-and-business-partners> and any others made available on Sky's corporate website at <https://www.skygroup.sky/suppliers>.

Without prejudice to Clause 6 (Termination), if the Advertiser breaches this Clause 8 or continued performance of these Terms and Conditions or use of the AI Tool will cause a breach of any Anti-Financial Crime Laws then: (i) the Advertiser shall fully cooperate with Sky in reviewing and if possible, remedying the breach; (ii) Sky may terminate access to the AI Tool immediately on written notice to the Advertiser without liability to the Advertiser; and (iii) the Advertiser shall fully indemnify Sky against all liabilities suffered or incurred by it arising out of or in connection with a breach of this Clause 8.

9 GENERAL

9.1 Insurance. Each party will at all times maintain insurance with a reputable insurance company sufficient to meet any of its potential liabilities under these Terms and Conditions.

9.2 Entire Agreement. These Terms and Conditions constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements and representations, whether written or oral, between the parties. Further, the Advertiser expressly acknowledges and agrees that it has not relied upon any representation or otherwise of Sky when entering into the Terms and Conditions and when agreeing to the use of the AI Tool.

9.3 Force Majeure. If any party (the “**Affected Party**”) is prevented or delayed in whole or in part from complying with its obligations under these Terms and Conditions by reason of a cause or event in nature of force majeure beyond the reasonable control of any of the parties, it will notify the other party giving details thereof. The Affected Party will be relieved of its obligations under these Terms and Conditions to the extent that its performance is hindered or delayed by such an event. If



the force majeure event continues for a period of more than 30 days (whether consecutive or cumulative), the other party shall be entitled to terminate these Terms and Conditions by notice in writing to the Affected Party.

9.4 Terms and Conditions and Waiver. Sky reserves the right to make changes to these Terms and Conditions at any time at its sole discretion. No waiver of any breach of, or right under, these Terms and Conditions is effective unless it is in writing and expressly signed by the parties.

9.5 Survive Termination. There shall survive the expiry or termination of these Terms and Conditions any term of these Terms and Conditions which in order to give effect to its provision needs to survive the expiry or termination. The provisions of those clauses intended to have continuing effect (including provisions relating to liability, indemnities, Intellectual Property Rights and Confidentiality) shall continue in full force and effect following the termination for any reason or expiry of these Terms and Conditions.

9.6 Severability. Each of the provisions of these Terms and Conditions are to be construed separately and

independently of the other and if any provision or clause (or part thereof) of these Terms and Conditions is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision or clause will not affect the other provisions of these Terms and Conditions or any other clause herein which will remain in full force and effect.

9.7 Third Party Exclusions. Save where indicated otherwise, these Terms and Conditions do not create or infer any third-party rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise at law enforceable by any person who is not a party or engaged with Sky to use the AI Tool under these Terms and Conditions.

9.8 Governing Law. These Terms and Conditions and any non-contractual disputes or claims arising out of or in connection with it are governed by and will be interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



Appendix 1 - Data Protection Terms

1 DEFINITIONS AND INTERPRETATION

1.1 In this Appendix 1, the following definitions apply:

Instruction: a written instruction (email sufficient) addressed to Sky about how it, as Advertiser's processor or sub-processor, as the situation dictates, should process personal data under these Terms and Conditions on behalf of the Advertiser.

SCCs: (i) where the GDPR applies, the current version of the EU Commission-approved Standard Contractual Clauses; or (ii) where the UK GDPR applies, a version of the applicable clauses referenced at (i) above, as amended by the UK Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018 (the "**UK Addendum**"), or (iii) where the Swiss Federal Act on Data Protection ("**FADP**") applies, a version of the applicable clauses referenced at (i) above that includes all necessary amendments to make them legally effective in Switzerland, including but not limited to the following: references to the GDPR will be deemed to be references to the FADP, references to "personal data" will be deemed to include references to legal entities (until the entry into force of the revised FADP), references to "**sensitive data**" will be deemed to be references to "sensitive personal data and personality profiles", and the term "**Member State**" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the SCCs.

Third Country: (i) if the Advertiser is established in the EEA or Switzerland, a jurisdiction outside the EEA or Switzerland that has not been deemed adequate for data protection purposes by the European Commission, or (ii) if the Advertiser is established in the UK, a jurisdiction outside the UK that has not been deemed adequate for data protection purposes under UK law.

1.2 The terms "**controller**", "**data protection impact assessment**", "**data subject**", "**personal data breach**",

"**personal data**", "**prior consultation**", "**process**" and "**processing**", "**processor**", "**supervisory authority**" shall have the same meanings as ascribed to them under the Data Protection Laws (where applicable).

- 2** Sky and the Advertiser acknowledge that for the purposes of the Data Protection Laws: (i) the Advertiser is the controller and Sky is the Advertiser's processor in respect of any personal data provided by the Advertiser (including Advertiser Materials) and processed by Sky under these Terms and Conditions and the details of such processing are set out in Appendix 2; and (ii) each party is an independent controller in respect of the personal data of the other party's personnel that it receives and processes to maintain its business relationship with the other party in connection with these Terms and Conditions. In relation to such personal data, each party shall only process such personal data for the purposes of these Terms and Conditions, to comply with applicable Law, or, where permitted by Data Protection Laws, to provide the other party with information about its products and services.
- 3** The parties agree to comply with their respective obligations under Data Protection Laws in respect of the provision of any personal data contained in the Advertiser Materials which is delivered to Sky and expressly agreed in writing to be included in the AI Tool and to form part of the Creative.
- 4** Sky shall process the Advertiser's personal data only in accordance with these Terms and Conditions and the Advertiser's lawful Instructions from time to time and shall only process the Advertiser's personal data for the purpose of performing its obligations under these Terms and Conditions, and where Sky is required to process personal data to comply with EU, EU Member State, or UK laws to which Sky is subject, in which case it shall notify the Advertiser of the relevant legal requirement before processing unless Sky is legally



prohibited from doing so. Sky shall notify the Advertiser in the event it reasonably believes any given Instruction given by the Advertiser is unlawful.

5 Sky shall:

5.1 not, unless otherwise agreed in writing between the parties, transfer the personal data in the Advertiser Materials outside of the European Economic Area;

5.2 take reasonable steps to ensure the reliability of all its employees and sub-contractors who have access to the personal data in the Advertiser Materials and ensure that they are bound by appropriate confidentiality obligations;

5.3 comply with any reasonable request from the Advertiser requiring it to delete Advertiser Materials and its personal data subsisting in the Advertiser Materials;

5.4 to the extent Sky shares any personal data contained in the Advertiser Materials with any third party, the Advertiser acknowledges that Sky does not act as controller and Sky shall ensure that it and any such third party complies with the Data Protection Laws concerning the sharing of such personal data;

5.5 provide all reasonable assistance to the Advertiser, within the timeframes required by Data Protection Laws, where, in relation to the processing of personal data comprised in the Advertiser Materials, the Advertiser is required to:

5.5.1 do any of the following:

(a) forward to the Advertiser any notice of exercise of any right afforded to a data subject under Data Protection Law,

(b) carry out a data protection impact assessment, undertake prior consultation with the relevant supervisory authority, and/or

(c) demonstrate its compliance with its obligations under Data Protection Law,

and in each case such assistance shall be at Advertiser's request and cost;

5.5.2 carry out an audit or facilitate an inspection by a supervisory authority of Sky's premises and relevant systems, provided that where such audit or inspection concerns systems provided by Sky's subcontractors, the scope of such audit and inspection shall be as permitted under the relevant agreement in place between Sky and such sub-contractor and, in any case, such assistance shall be at Advertiser's request and sole cost; and

5.5.3 assist with filing a notification of a personal data breach with the relevant supervisory authority and, where such personal data breach is not directly caused by Sky's actions, such assistance shall be at Advertiser's request and cost; and

5.6 notify Advertiser as soon as reasonably possible and without undue delay if it:

(a) receives any requests or queries from supervisory authorities or data subjects relating to personal data in respect of which the Advertiser is the controller; and

(b) becomes aware of a personal data breach, providing reasonable information.

6 Sky warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

6.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data contained in the Advertiser Materials and against the accidental loss or destruction of, or damage to, such data to ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the data to be protected; and

6.2 take reasonable steps to ensure compliance with those measures.

7 The Advertiser represents, warrants and undertakes that:

7.1 it will determine, and notify data subjects of, the legal basis that applies to Sky's processing of the personal



data contained in the Advertiser Materials and, where such legal basis is consent, obtaining such consent from data subjects in accordance with Data Protection Laws and Sky will have no liability for failure of the Advertiser to accurately determine the legal basis prior to the processing of the Advertiser Materials;

- 7.2 it shall ensure that the privacy statement rendered to data subjects accurately reflects and is consistent with the scope of the Services;
- 7.3 if applicable, the Advertiser has provided each data subject with appropriate information as to how Sky will process the personal data contained in the Advertiser Materials as required by Data Protection Law; and
- 7.4 it has full authority to grant the licences granted by Advertiser under these Terms and Conditions.
- 8 Advertiser consents to Sky appointing sub-contractors and any other sub-processors if required to assist it with the provision of the AI Tool, in accordance with the Terms and Conditions.
- 9 If Sky processes any personal data contained in the Advertiser Materials in a Third Country as the Advertiser's processor and for which Data Protection Law requires a party or the parties to adduce an

adequate level of protection, prior to such processing, the parties shall enter into the SCCs or such other safeguard as provided in the Data Protection Laws.

- 10 If Sky engages a sub-contractor in a Third Country to process personal data contained in the Advertiser Materials and the processing is not otherwise deemed under Data Protection Laws to be subject to adequate levels of protection and Sky is unable to rely on an alternative data transfer mechanism permitted under Data Protection Laws, Sky will assist the Advertiser to adduce an adequate level of protection for such personal data by executing SCCs with that sub-contractor on the Advertiser's behalf. The Advertiser hereby appoints Sky as its agent for the sole purpose of entering into such SCCs on the Advertiser's behalf.
- 11 Nothing in these Terms and Conditions restricts either party from collecting, processing, storing and using any personal data such party independently collects directly from a data subject in accordance with such party's own data protection notice, service agreements and applicable Law.

Appendix 2 – Data Processing

Part 1 – Processing Overview

A. Processing Overview and Duration:

Where the parties expressly agree that Advertiser Materials may include personal data and such is expressly agreed to be used in the Creative and ingested in the AI Tool, the processing of personal data will primarily relate to any personal information provided within Advertiser Materials and ingested into the AI Tool.

Sky will process personal data for the period of use of the Creative and campaign as agreed in the Booking unless such is agreed to be deleted at an earlier date.

B. Details of Processing:

Data exporter: Advertiser

Data importer: Sky UK Limited

1. Data subjects

The Personal Data transferred concern the following categories of individuals (please specify):

- *Advertiser employee data, name and contact details and video and imagery*
- *Advertiser's customer information such as name and contact details*

2. Categories of Data

The Personal Data transferred concern the following categories of data (please specify):

- *Any personal data of Advertiser Materials including but not limited customer reviews, feedback, video and imagery of employees of Advertiser*



3. **Special categories of data / sensitive Personal Data**

The Personal Data transferred concern the following special categories of data (please specify):

- *No Sensitive data is processed.*

4. **Processing operations**

The Personal Data will be subject to the following basic processing activities (please specify):

The processing of personal data will primarily relate to creation of the Creative in the AI Tool.

C. **Processing Location and Subprocessors**

No.	Name of entity conducting the data processing (i.e. Supplier or a Subprocessor (affiliate or subcontractor))	Country	Description of processing activity	Data Transfer Mechanism (indicate “SCCs”, BCRs or N/A)
1.	Waymark I, Inc	USA	<i>Provision of a Generative AI advertising creative tool and managed support services.</i>	SCCs