

NETFLIX

DATA PROTECTION SCHEDULE

Introduction

- A. Production Services Company/Producer (“data exporter”) has agreed to produce, complete and deliver for Netflix (“data importer”) an original, premium, quality, production pursuant to that certain production services agreement (“Agreement”) between the parties (therein “Project,” “Series” or “Film” and herein “Production”).
- B. The data exporter wishes to transfer certain personal data of to the data importer. The data importer accepts such transfer.
- C. As the data importer is based outside of the European Economic Area, the parties wish to enter into these Standard Contractual Clauses to ensure an adequate level of protection for the rights and freedoms of the data exporter's data subjects in relation to the processing of personal data.

Standard Contractual Clauses

1. For the purposes of this Data Protection Agreement:
 - 1.1. **"personal data"**, **"special categories of data/sensitive data"**, **"process/processing"**, **"controller"**, **"processor"**, **"data subject"** and **"supervisory authority/authority"** shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (or any superseding text, including Regulation (EU) 2016/679, also known as the General Data Protection Regulation (“GDPR”)) (whereby **"the authority"** shall mean the competent data protection authority in the territory in which the data exporter is established);
 - 1.2. **"Standard Contractual Clauses"** shall mean the standard contractual clauses annexed to European Commission Decision 2004/915/EU (located at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:385:0074:0084:EN:PDF> or at any other official link redirecting to these Standard Contractual Clauses, and as may be updated by the European Commission in accordance with Art. 46(5) of the GDPR) and which are hereby incorporated into this DPA as if they have been set out in full herein (including Annex A of such Standard Contractual Clauses);
 - 1.3. **"the data exporter"** shall have the meaning given to it above and shall be the controller who transfers the personal data;
 - 1.4. **"the data importer"** shall have the meaning given to it above and shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with this Schedule and who is not subject to a third country's system ensuring adequate protection; and
 - 1.5. References to **Clauses** shall be to the Standard Contractual Clauses unless the context determines otherwise.
 - 1.6. The details of the transfer (as well as the personal data covered) – as required under Annex B of the Standard Contractual Clauses - are specified in the Appendix, which forms an integral part of this Schedule.

NETFLIX

- 1.7. For the purposes of the Appendix, “Additional useful information” in Annex B of the Standard Contractual Clauses shall mean the technical and organisational safeguards set forth below:
 - 1.7.1. Each party shall implement and maintain all appropriate administrative, organizational, physical and technical safeguards and measures (collectively the “Safeguards”) designed to prevent any collection, use, accidental loss, disclosure or destruction of, or damage to, or access to personal data that the Agreement does not authorize, and to ensure a level of confidentiality and security appropriate to the risks represented by the processing and the nature of personal data. Each party’s Safeguards, including, without limitation, its information security program, will meet industry standard practices for safeguarding data. Each party shall promptly notify the other party of any unauthorized access, use, losses or disclosure of any personal data and both parties will assist reasonably in investigating and remedying such security breach.
- 1.8. Each party agrees to execute such further agreements and take all such actions, as may be reasonably required for the purposes of processing personal data pursuant to this DPA in accordance with the applicable European data protection laws, including the GDPR.

APPENDIX

Description of the Transfer

1. **Data subjects.** The personal data transferred concern the following categories of data subjects: Past and present directors, writers, cast and crew and other personnel (including independent contractors) (collectively “**Talent and Crew**”) involved in the making of the show, film, documentary or other production (the “**Production**”); data subjects identified by such Talent and Crew (if any) as beneficiaries, domestic partners, family members and emergency contacts; and employees, directors, and other individuals employed by or otherwise representing service providers and business partners of the data exporter (past, current and prospective).
2. **Purposes of processing and transfer(s).** The data will be processed and the transfer made for the following purposes:

For past and present Talent and Crew: management and administration of personnel; payroll and benefits management; planning and allocating work; human resources management, including managing and administering training, leave, promotions, transfers, and managing coaching, disciplinary matters and terminations; communications (including in emergencies), ensuring business continuity, protecting the health and safety of Talent and Crew and others, safeguarding IT infrastructure, office equipment and other property; complying with applicable legal and other requirements, recordkeeping and reporting obligations, conducting audits, compliance with law enforcement, pursuing legal rights and remedies, defending litigation and managing any internal complaints or claims; and complying with internal policies and procedures.

For data subjects identified by Talent and Crew as beneficiaries, domestic partners, family members and emergency contacts: payroll and benefits management; communications

NETFLIX

(including in emergencies), ensuring business continuity, protecting the health and safety of Talent and Crew and others.

For employees, directors, and other individuals employed by or otherwise representing service providers and business partners of the data exporter (past, current and prospective): administration of vendors, including accounting and VAT tax reporting; communications and emergencies, including ensuring business continuity; safeguarding IT infrastructure, office equipment and other property; business operations; and complying with applicable legal and other requirements, recordkeeping and reporting obligations, conducting audits, compliance with law enforcement, pursuing legal rights and remedies, defending litigation and managing any internal complaints or claims; and complying with internal policies and procedures.

- 3. Categories of data.** The personal data processed and transferred concern the following categories of personal data.

For past and present Talent and Crew: personal details, contact details, documentation required under immigration laws, payroll data, leave and vacation records, Talent and Crew contract information, qualifications and talent management information, and compensation information.

For data subjects identified by Talent and Crew as beneficiaries, domestic partners, family members and emergency contacts: personal details and contact details.

For employees, directors, and other individuals employed by or otherwise representing service providers and business partners of the data exporter (past, current and prospective): identification information; contact details; payment details; and other relevant vendor information as may be necessary to facilitate data exporter's business dealings with vendors, including VAT number, goods and services provided and received, professional and work details, and security credentials information.

- 4. Recipients of data.** The personal data transferred may be disclosed only to the following recipients or categories of recipients: relations of the data subject in the event of an emergency or following the death of an employee; former employers and other third party referees of data subjects who are prospective Talent and Crew of the data exporter so that HR staff at the data importer can procure references on behalf of the data exporter; companies in the same group as the data controller as necessary for the purposes described in, and subject to the protections set out in, this Schedule; duly authorized human resources and other employees, managers and directors of the data importer will have access to the personal data on a need to know basis for the fulfillment of their roles and strictly for the purposes described above; third-party service providers including accountants, auditors, lawyers and other outside professional advisors; call center service providers; IT systems, support and hosting service providers; recruiting services; employee screening services; payroll and benefits administrators; banks and financial institutions; document and records management providers; and similar third-party vendors and outsourced service providers assisting data importer in carrying out business activities; and duly authorized staff at public bodies and law enforcement authorities who make enquiries of the data importer in accordance with applicable law.

- 5. Sensitive data.** The personal data transferred concern the following categories of sensitive data:

For past and present Talent and Crew: Sensitive Data as required and permitted by Applicable Law, for example, diversity-related Personal Data (such as sex and racial or ethnic origin) in order to comply with legal obligations and internal policies relating to diversity and

NETFLIX

anti-discrimination; physical and mental health data if required for the purpose of providing disability access and procuring medical and health insurance benefits for employees. Also trade union membership, if applicable; any health data required for the purpose of assessing working capacity; and any criminal record or criminal history data where the data subject may be required to work with children.

For employees, directors, and other individuals employed by or otherwise representing service providers and business partners of the data exporter (past, current and prospective): None.