

Data Processing Addendum

Mourant Governance Services (Cayman) Limited

1. Effective Date

This Data Processing Addendum (the **Addendum**) is deemed to have applied from 30 September 2019.

2. Scope

- (a) This Addendum is deemed to be incorporated into and form part of all agreements, engagement letters and contracts under which Mourant Governance Services (Cayman) Limited or any of its subsidiaries (**MourantGS**) undertakes processing in their capacity as a data processor only when providing their services (meaning that the services require MourantGS to process personal data only on the instruction of another entity which is the data controller).
- (b) Services which MourantGS provides by acting as a data processor include entity formation and registration services, registered office services, acting as agent for service of process, safekeeping of documents and other like services where the role performed by MourantGS requires it to exercise relatively little autonomy or discretion.
- (c) For the avoidance of doubt, the Addendum does not apply where MourantGS acts as a data controller in providing the service:
 - (i) Examples of services which MourantGS provides by acting as a data controller include director services, AML/compliance services, liquidator services, trustee services, listing agent services and other like services where the role performed by MourantGS requires it to exercise a good degree of autonomy and discretion.
 - (ii) Even where MourantGS is a data processor for a particular service, it may also be a data controller for certain purposes relating to that same service. For example, MourantGS always acts as a data controller when it obtains and processes personal data for the purposes of performing its own anti-money laundering checks or filing suspicious activity reports.
 - (iii) MourantGS also acts as a data controller when it obtains and processes personal data for its own legitimate business purposes listed in the Mourant Group Privacy Notice (available at www.mourant.com). This sets out how MourantGS processes data and covers instances in which MourantGS is the data controller, whether individually or jointly with another.

3. Definitions and interpretation

- (a) In this Addendum:
 - (i) **Client** or **you** means the person or entity that has entered into a Relevant Contract with MourantGS;
 - (ii) **Client Group** means any entity that owns or controls, is owned or controlled by or is under common control or ownership with the Client;
 - (iii) **DPL** means the Data Protection Law, 2017 of the Cayman Islands;

- (iv) **Mourant Group** means all direct and indirect subsidiaries of Mourant (GP) Limited in its capacity as general partner of Mourant LP;
 - (v) **MourantGS** or **we** or **us** means Mourant Governance Services (Cayman) Limited or any of its subsidiaries;
 - (vi) **personal data** means any information which: (i) constitutes personal data under section 2 of the DPL; and (ii) is disclosed or otherwise made available to MourantGS by or on behalf of the Client or any other member of the Client Group in connection with the Relevant Contract;
 - (vii) **processing** means 'processing' as defined in section 2 of the DPL insofar as it (i) affects personal data and (ii) falls within the scope of section 6 of the DPL. Derivative terms such as **process**, **processes** and **processed** will be construed accordingly;
 - (viii) **Relevant Contract** means each agreement, engagement letter or contract which is within the scope of paragraph 2(a) above; and
 - (ix) **Services** means the services which MourantGS has agreed to provide pursuant to the Relevant Contract.
- (b) Any interpretation principles in the Relevant Contract also apply to this Addendum. In addition, the terms **data controller**, **data processor**, **data subject** and **personal data breach** each have the meanings given to them in the DPL.

4. Declarations by MourantGS

The following binding declarations are provided by MourantGS in respect of processing undertaken by MourantGS (as data processor) on behalf of a Client (as data controller) under any Relevant Contract:

- (a) We will undertake processing only if and to the extent it is necessary to provide Services or otherwise fulfil our obligations under the Relevant Contract and this Addendum. Unless otherwise agreed in writing with you, we will not process any personal data for any other purpose.
- (b) For so long as personal data remains under our custody or control, we guarantee that MourantGS has implemented technical and organisational measures in such a manner that processing carried out by us will meet the requirements of the DPL.
- (c) We will not subcontract or delegate processing to any third party without prior specific or general written authorisation from you. In respect of any general authorisation, this is deemed to be given in respect of any third party (including any other member of the Mourant Group) to whom MourantGS is, under the Relevant Contract, permitted to subcontract or delegate any part of the Services.
- (d) Subject to paragraph 4(c), if we do engage another processor, we will ensure that any such processor undertakes processing on terms which are consistent with those provided in this Addendum and in compliance with the DPL.
- (e) We will process personal data relevant to the Services only on documented instructions from you, including with regard to any transfer of personal data to a third country or international organisation, unless we are required to do so by relevant law, in which case we will inform you of that legal requirement before processing, unless the law prohibits such information being given. Your documented instructions include the Relevant Contract, this Addendum and any specific instructions which you may give us pursuant to the Relevant Contract and/or this Addendum from time to time.

- (f) Persons authorised to process any personal data have committed themselves to confidentiality and are subject to policies implemented by MourantGS to ensure against unauthorised or unlawful processing of personal data and against accidental or unlawful loss or destruction or unauthorised disclosure of, or damage or alteration to, personal data proportionate to the risk of harm posed to the rights of data subjects by such events.
- (g) We will notify you promptly if we receive a request from a data subject or any other enquiry regarding either party's compliance with the DPL with respect to personal data. We will not respond to any such requests or enquiries except on your documented instructions, unless we are required to do so by relevant law, in which case we will inform you of that legal requirement before responding, unless the law prohibits such information being given.
- (h) Without prejudice to the other provisions of this Addendum, we will (taking into account the nature of the processing) assist you by appropriate technical and organisational measures, insofar as this is possible, to fulfil any obligations to respond to requests from data subjects to exercise any of their rights under DPL.
- (i) Taking into account the nature, scope, context and purposes of the processing and the information available to us, we will assist you in ensuring compliance with any obligations you may have to:
 - (i) carry out any data protection impact assessment required for high risk processing;
 - (ii) deal with any notification obligations pursuant to section 16 of the DPL in respect of any personal data breach (meaning any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed); and
 - (iii) ensure technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data that are proportionate to the risk of harm posed to the rights of data subjects are in place.
- (j) If we become aware of any actual or suspected personal data breach or other material incident prejudicing, or revealing a material weakness in, the security of the personal data while it is in our possession or under our control, we will:
 - (i) notify you without undue delay (and in any event within five days) to allow you to meet any obligations to report or inform data subjects of the personal data breach under the DPL;
 - (ii) take such reasonable commercial steps as are necessary to investigate, mitigate and remediate the consequences of the personal data breach; and
 - (iii) to the maximum extent permitted by law, refrain from communicating to any third party (including any data subject) about the personal data breach without your prior written consent (unless such communication is necessary to mitigate the consequences of the personal data breach).
- (k) Where we cease to provide Services relating to data processing, we will:
 - (i) at your choice, delete or return all personal data to you at the end of the provision of the processing; and
 - (ii) delete all existing copies of any personal data, unless relevant law requires or permits storage of the personal data.

- (l) We will make available to you all information necessary to audit or inspect our compliance with this Addendum. Such an audit or inspection may be conducted:
- (i) only if and to the extent the Relevant Contract fails to make provisions for such an audit or inspection;
 - (ii) by a third party acting on your behalf whose appointment is subject to our consent (which we will not unreasonably withhold, condition or delay);
 - (iii) only upon you giving us reasonable prior notice in writing;
 - (iv) during normal business hours only in a manner which avoids or minimises disruption to the day to day business of MourantGS, unless the audit or inspection needs to be conducted on an emergency basis; and
 - (v) not more than once in any given twelve (12) month period, unless:
 - (1) you or a third party acting on your behalf reasonably considers an additional audit to be necessary because of genuine concerns as to our compliance with this Addendum; or
 - (2) you are required or requested to carry out an additional audit by a supervisory or regulatory authority responsible for the enforcement of data protection law in any country or territory.
- (m) We will immediately inform you if, in our opinion, an instruction from you infringes the DPL.

5. Authority in respect of personal data

- (a) Before collecting and disclosing or otherwise making personal data available to MourantGS, the Client must ensure it and any relevant members of the Client Group are satisfied that there is a legitimate basis to do so under the DPL to allow MourantGS to undertake processing lawfully in accordance with the Relevant Contract and this Addendum.
- (b) By continuing to engage MourantGS, the Client instructs MourantGS to process and transfer personal data as reasonably necessary to provide or facilitate the provision of the Services and insofar as consistent with the Relevant Contract.

6. Conflict

If a conflict arises between this Addendum and any provision of any Relevant Contract, the provisions of this Addendum will prevail over the conflicting provision of the Relevant Contract. This Addendum is deemed to amend the Relevant Contract to the extent necessary to resolve any such conflict provided always that such amendment is only in relation to matters concerning processing.

7. Liability

- (a) Any breach of this Addendum is a breach of the Relevant Contract. The consequence and liability for such breach will be treated in accordance with the applicable terms of the Relevant Contract.
- (b) We remain fully liable for any act or omission on the part of any third party to whom we disclose personal data otherwise than in accordance with your instructions or subcontract processing (regardless of whether or not such subcontracting takes places with your consent) insofar as such third party's act or omission affects personal data.

8. Duration

This Addendum survives any termination or expiry of the Relevant Contract and applies for so long as any personal data remains under MourantGS' custody or control.

9. Severance

If any part of this Addendum is declared invalid or unenforceable, the remainder of this Addendum remains valid and in force. The invalid or unenforceable provision will either be (i) amended as necessary to ensure its validity and enforceability while preserving the intentions of the parties as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

10. Changes to this Addendum

- (a) MourantGS may make changes to this Addendum which it considers reasonably necessary or desirable to address the requirements of the DPL. Any changes to this Addendum will be published at www.mourant.com by way of public notice.
- (b) MourantGS will not change this Addendum in a way which defeats its obligations under the Addendum or materially prejudices the Client's compliance with the DPL.

11. Governing law

- (a) This Addendum is governed by and construed in accordance with the governing law specified in the Relevant Contract. In the absence of a specified governing law, this Addendum is governed by and construed in accordance with Cayman Islands law.
- (b) Any dispute arising under or in connection with this Addendum will be resolved in accordance with the relevant provisions of the Relevant Contract.

12. Contact Details

All enquiries in respect of this Addendum should be directed to the Mourant Group's Data Protection Officer by email to dataprotection@mourant.com or by post at:

Data Protection Officer, Mourant Ozannes, 22 Grenville Street, St. Helier, Jersey, JE4 8PX, Channel Islands.