



## DATA PROTECTION ADDENDUM

### 1 Definitions

1.1 In this Addendum, unless the context dictates otherwise, the following capitalised terms shall have the following meanings:

**Client** means any person or entity which has entered into a Principal Agreement with Ogier Global Contracting Party;

**Client Entity** means any person to which the Services are provided or are to be provided;

**Controller** means the natural or legal person or entity who determines the purposes and means of the processing of Personal Data;

**Data Breach** means any 'personal data breach' as defined in the relevant Data Protection Law which is confirmed as affecting or having affected any Personal Data;

**Data Protection Law** means the EU General Data Protection Regulation 2016/679 (GDPR), the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation, European Commission decisions, binding EU and national guidance and equivalent legislation in the jurisdictions of operation of Ogier Global including but not limited to the UK Data Protection Act 2018; the Data Protection (Jersey) Law 2018; the Data Protection (Bailiwick of Guernsey) Law 2017, the Cayman Islands' Data Protection Law 2017 (Law 33 of 2017) and the Luxembourg Act of 1 August 2018 (Data Protection Act);

**Data Subject** shall have the meaning set out in the relevant Data Protection Law;

**Intermediary** means any person or entity which has entered on behalf of its clients into a Principal Agreement with an Ogier Global Contracting Party;

**Ogier Global Contracting Party** means the member of the Ogier Global Group which has entered into a Principal Agreement with the Client or Intermediary;

**Ogier Global Group** means Ogier Global Holding Company Limited and each of its subsidiaries or affiliates and any successor to them;

**Ogier Global Processor** means the relevant member of the Ogier Global Group which is domiciled in the UK, the Channel Islands, the Cayman Islands or the EU which is processing Personal Data and which may or may not be the Ogier Global Contracting Party;

**Personnel** means the officers, employees, agents and any Sub-Processors of that person;

**Personal Data** has the meaning given to it by the relevant Data Protection Law, but shall only include personal data to the extent that such personal data, or any part of such

personal data, is disclosed or otherwise made available to Ogier Global by or on behalf of the Client and such data is processed by Ogier Global in relation to the services provided under the Principal Agreement;

**Principal Agreement** means any agreement or contract pursuant to which the Ogier Global Contracting Party agrees to provide certain Services to or in respect of a Client or a Client Entity;

**Processing** shall have the meaning set out in the relevant Data Protection Law and derivatives such as **Process** or **Processed** shall be construed accordingly;

**Processor** means an entity that processes Personal Data on behalf of and in accordance with instructions of a Controller;

**Security Measures** means appropriate technical and organisational measures implemented, documented and maintained by the Ogier Global Group to assure a level of security appropriate to the risk to the security of Personal Data as these may be revised and updated by the Ogier Global Group from time to time;

**Services** means the Services which a member of the Ogier Global Group has contracted to provide pursuant to the Principal Agreement;

**Sub-Processor** means an entity engaged by a Processor who agrees to receive from the Processor Personal Data exclusively intended for the processing activities to be carried out in connection with the provision of the Services;

**Supervisory Authority** has the meaning given to it in the relevant Data Protection Law; and

**Third Country** means (i) in relation to Ogier Global Processor entities domiciled in the Cayman Islands, a country or territory outside of the Cayman Islands; (ii) in relation to Ogier Global Processor entities domiciled in the UK, the Channel Islands or the EU, a country or territory outside of the European Economic Area.

- 1.2 Any reference to a statute, regulation, order, decision, or any other legal instrument in this Addendum shall be construed as including a reference to any subordinate legislation made thereunder and such statute, regulation order, decision or other legal instrument as the same is amended, consolidated, re-enacted or replaced from time to time.

## **2 Scope of this Addendum**

- 2.1 This Addendum shall govern any Processing undertaken by an Ogier Global Processor in connection with the provision of Services but only to the extent that such Ogier Global Processor undertakes the Processing in its capacity as a Processor or Sub-Processor and the Processing falls within the scope of the Data Protection Law. For the avoidance of doubt, this Addendum does not apply to any Processing of Personal Data undertaken by any member of the Ogier Global Group as a Controller.

### **3 Effective Date**

- 3.1 This Addendum shall be deemed to have become effective and to have been incorporated into the Principal Agreement:
- (a) if the Principal Agreement includes an express reference to this Addendum, on the effective date of the Principal Agreement; or
  - (b) the date on which a copy of this Addendum has been made available to the Client where the Client continues to accept Services from the Ogier Global Group after receiving this Addendum.

### **4 Roles of the Parties**

- 4.1 For the purpose of this Addendum, the Client or the Intermediary may act as the Controller or as a Processor. Ogier Global Group therefore acknowledges that it may act as Processor or Sub-Processor. All obligations of Ogier Global as set out in the Addendum shall apply to it regardless of whether it is acting as Processor or Sub-Processor.
- 4.2 The Client and the Intermediary each warrants and represents that it is fully compliant with the Data Protection Law to the extent that it is applicable to the Processing of Personal Data and any registrations made by it or on its behalf under such legislation. The Client and the Intermediary each undertakes to perform its obligations under this Addendum and to continue to comply with the Data Protection Law, including if the Client or the Intermediary passes or make available the Personal Data to a member of the Ogier Global Group or if parties are otherwise directed to send their Personal Data to a member of the Ogier Global Group by the Client or the Intermediary. The Client and the Intermediary shall each ensure it has provided adequate notice to such parties as required by the Data Protection Law relating to the Processing by the Ogier Global Processor of such Personal Data and (if required) to the transfer of such Personal Data to a Third Country.
- 4.3 Ogier Global Processor acts as a Processor or a Sub-Processor in respect of the Personal Data it Processes on behalf of the Client or the Intermediary on the terms set out in this Addendum, and not as a Controller.
- 4.4 In connection with the provision of Services, Ogier Global Processor shall comply with its obligations as a Processor under the applicable Data Protection Law.

### **5 Instructions**

- 5.1 Ogier Global Processor shall, and shall take steps to ensure that its Personnel, only Process the Personal Data on documented instructions from the Client or Intermediary unless otherwise required to do so by applicable law in which case Ogier Global Processor will, unless prohibited by applicable law, inform the Client or Intermediary of that legal requirement before Processing.
- 5.2 Ogier Global Processor is instructed by the Client or the Intermediary to Process Personal Data for the purposes of performing the Services.

- 5.3 Ogier Global Processor shall not be required to comply with any instruction from the Client or the Intermediary to process the Personal Data which would cause it to breach any Data Protection Law.

## **6 Security**

- 6.1 The Ogier Global Group shall implement and maintain the Security Measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destructions of, or damage to, Personal 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 Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). The Ogier Global Group may update its Security Measures from time to time during the term of the Principal Agreement, and shall notify the Client or the Intermediary of any material changes.
- 6.2 Ogier Global Processor shall ensure that all Personnel who have access to and/ or Process the Personal Data are obliged to keep the Personal Data confidential.

## **7 Sub-Processing**

- 7.1 Ogier Global Processor shall not subcontract or delegate Processing to any third party as Sub-Processors without the consent of the Client or Intermediary (such consent from Client or Intermediary shall not unreasonably withheld, conditioned or delayed). The consent of the Client or Intermediary shall be deemed to have been given in respect of any third party to whom Ogier Global Processor is under the Principal Agreement, permitted to subcontract or delegate part of whole of the Services.
- 7.2 If Ogier Global Processor engages any third party to Process any of the Personal Data, Ogier Global Processor shall impose on such third party, by means of a written contract, terms which offer the same data protection obligations as set out in this Agreement and which meet the requirements of the Data Protection Law.
- 7.3 Where a Sub-Processor appointed by Ogier Global Processor fails to fulfil its obligations under the Data Protection Law and this Addendum, Ogier Global Processor shall remain fully liable to the Client or Intermediary for Processing undertaken by such Sub-Processor under the Data Protection Law, as if the Processing was being conducted by Ogier Global Processor.

## **8 Data Subject Requests**

- 8.1 Ogier Global Processor agrees to notify the Client or Intermediary if it receives a Data Subject Access Request under the Data Protection Law in respect of any Personal Data which it is processing in its capacity as Processor and, to the extent it is permitted under the applicable law, will refrain from directly responding to such request without first conferring with the Client or Intermediary.

## **9 Assistance**

- 9.1 Ogier Global Processor agrees, having regard to the nature of the Processing and the information available to Ogier Global Processor, to provide reasonable assistance to the Client or Intermediary in respect of its obligations under the applicable Data Protection Law, including, without limitation, assisting the Client or the Intermediary, at their respective cost, in responding to any requests by Data Subjects exercising their applicable rights under the Data Protection Law and in ensuring its compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities.

## **10 Breach Notification**

- 10.1 Ogier Global Processor will notify the Client or Intermediary without undue delay (and, in any event, within the timeframe prescribed by the relevant Data Protection Law) if Ogier Global Processor becomes aware of a Data Breach.
- 10.2 Ogier Global Processor shall, following such notification, cooperate with the Client or Intermediary and take such reasonable commercial steps to assist in the investigation, mitigation and remediation of such Data Breach, including providing the Client or Intermediary with such information as it reasonably requires to allow it to meet any obligations to report or to inform Data Subjects and/or the Supervisory Authorities of the Data Breach under the Data Protection Law.

## **11 Termination**

- 11.1 Subject to any lien which a member of the Ogier Global Group may have the benefit of pursuant to the terms of the Principal Agreement, on termination or expiry of the Principal Agreement (or at any other time on written request by the Client or Intermediary), Ogier Global Processor shall cease Processing which is not strictly required to comply with its obligations under the Principal Agreement or this Addendum, return to the Client or Intermediary or permanently erase to the extent technically feasible and commercially practicable, at the election of the Client or Intermediary and at their respective expense, all copies of Personal Data received and/or Processed by it under the Principal Agreement, unless it is obliged to retain such Personal Data under any applicable law or regulations to which it is subject.
- 11.2 Ogier Global Processor is hereby instructed by the Client and Intermediary to permanently delete, to the extent technically feasible and commercially practicable without prejudicing other data which it is necessary to retain for other legal obligations, all copies of Personal Data received and/or Processed by it from the Client or Intermediary under the Principal Agreement, if the Principal Agreement is terminated in accordance with its terms.
- 11.3 Notwithstanding Clause 11.1 above, the Parties agree that Ogier Global Processor and any Sub-Processor appointed by Ogier Global Processor shall retain Personal Data for no longer than is necessary with regard to the purposes of the Processing, subject to any limitation periods provided by any applicable law which Ogier Global and any Sub-Processor appointed by Ogier Global Processor is subject to.

## **12 Data Transfers**

- 12.1 Except where Clause 12.2 applies Ogier Global Processor will not transfer Personal Data to a Third Country without the Controller's prior written consent (such consent shall not be unreasonably withheld, conditioned or delayed).
- 12.2 Ogier Global Processor may transfer Personal Data to a Third Country without the Controller's prior consent where:
- (a) the transfer of Personal Data to the relevant country is necessary to enable Ogier Global Processor to Process the Personal Data in connection with the provision of the Services; or
  - (b) the transfer otherwise complies with the relevant Data Protection Law.

## **13 Demonstrating Compliance**

- 13.1 Ogier Global Processor shall, on written request setting out the nature of the information required, make available to the Client or Intermediary all information reasonably necessary to demonstrate compliance with its obligations set out in this Addendum and allow for and contribute to audits, including inspections, conducted by the Client or Intermediary or another auditor mandated by the Client or Intermediary.
- 13.2 The Client or Intermediary shall:
- (a) give Ogier Global Processor 30 Business Days' notice of any audit or inspection to be conducted under this Clause;
  - (b) conduct, or ensure such audits are conducted, during normal business hours;
  - (c) avoid (and request that each of its mandated auditors) avoids causing any damage, injury or disruption to Ogier Global's Processor or the business of any Sub-Processor's appointed by Ogier Global Processor in the course of any audit or inspection;
  - (d) ensure that appropriate confidentiality provisions are agreed with any third party involved in any audit or inspection; and
  - (e) such audit or inspection shall not be carried out more than once in any given twelve (12) month period.
- 13.3 Ogier Global Processor will immediately inform the Client or Intermediary if, in its opinion, an instruction given or request made pursuant to this Clause 14 infringes the Data Protection Law.

## **14 Costs**

- 14.1 Ogier Global Processor may require the Client or Intermediary to reimburse its costs and expenses in complying with its obligations pursuant to Clause 9 (Data Subject Requests), Clause 10 (Assistance), Clause 11 (Breach Notification) and Clause 14 (Demonstrating Compliance), save that where an audit or inspection conducted by or on behalf of the Client

or Intermediary under Clause 14 reveals any material non-compliance with this Addendum by Ogier Global Processor, Ogier Global Processor shall at its own costs, take any steps necessary as the Client or Intermediary may reasonably request to remedy such non-compliance.

**15 Liability**

15.1 Any breach of this Addendum shall be treated as a breach of the Principal Agreement and the liability for such breach shall be treated in accordance with the relevant provisions of the Principal Agreement.

**16 Continuity**

16.1 The provisions of the Principal Agreement shall, save as amended by this Addendum, continue in full force and effect.

**17 Conflict**

17.1 Where a conflict arises between any provision of this Addendum and any provision of the Principal Agreement, the provisions of this Addendum shall take precedence over the conflicting provisions of the Principal Agreement, and this Addendum shall be deemed to amend the Principal Agreement to the extent of such conflict.

**18 Governing law and jurisdiction**

18.1 This Addendum shall be governed by and construed in accordance with the same governing law the parties have chosen to apply to the Principal Agreement. Any dispute arising under or in connection with this Addendum shall be resolved in accordance with the relevant provisions of the Principal Agreement.

## Annex

### Personal Data Processing

Details in relation to the Processing of Personal Data

<b>Subject Matter</b>	The performance of the Services.	
<b>Duration</b>	<p>The Processing shall continue until the later of:</p> <p>(i) the Principal Agreement being terminated in accordance with its terms; and</p> <p>(ii) the Client and/or the Intermediary and/or Ogier Global no longer being subject to an applicable legal or regulatory requirement to continue to store the Personal Data.</p>	
<b>Nature &amp; Purpose of the Processing</b>	Ogier Global Processor will process Personal Data in accordance with this Addendum for the purposes of providing the Services under the Principal Agreement.	
<b>Categories of Data Subjects</b>	<p>(i) the Client and (where they are not natural persons) their owners, controllers, investors, directors and officers and personnel);</p> <p>(ii) where they are natural persons, their family members; and</p> <p>(iii) members, partners, agents, prospective investors, individuals that are connected to the above-mentioned including those who may be party to or connected to a party to, a legal transaction involving the Client and/or the Services.</p>	
<b>Types of Personal Data</b>	<b>Demographic Data/ Identifying Information</b>	Name, title, gender, date of birth, age, nationality, photographic identification (e.g. passport, driver's licence or national identity card)
	<b>Contact Details</b>	Home/work landline telephone number, personal/work mobile phone number, home/work postal address, personal/work email address
	<b>Financial Data</b>	Bank account number, source of wealth/income and other personal assets
	<b>Professional Information</b>	Job title, employer details, employment history, qualifications, memberships of professional bodies



	<b>Government Identifiers</b>	Passport number, social security number, driver's licence, income tax number
	<b>Family Information</b>	Family structure, siblings, children
<b>Controller's Rights and Obligations</b>	The Client's and/or Intermediary's rights and obligations in their capacity as controller are described in this Addendum and the Principal Agreement.	

Addendum dated February 2020