

BRITISH VIRGIN ISLANDS DATA PROCESSING ADDENDUM

This Data Processing Addendum (**Addendum**) is effective March 2025 and deemed to be incorporated into all Service Agreements pursuant to which any Harneys Fiduciary entity domiciled in the British Virgin Islands provide their services by acting as a 'data processor' as defined in the British Virgin Islands' Data Protection Act (Revised) (**DPA**).

1 DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms that are not defined in this Addendum have the meanings given to them in the Terms.
- 1.2 The following terms have the same meaning as in the DPA:
 - (a) data controller;
 - (b) data subject;
 - (c) data processor;
 - (d) personal data;
 - (e) personal data breach; and
 - (f) processing.
- 1.3 This Addendum forms part of the Service Agreement and accordingly the principles of interpretation and governing law set out in the Service Agreement apply to this Addendum.

2 EFFECT OF ADDENDUM

- 2.1 The parties acknowledge that, for the purposes of the Service Agreement, the Serviced Entity is the data controller and Harneys Fiduciary is the data processor in relation to the personal data.
- 2.2 This Addendum governs all data processing activity pursuant to the Service Agreement where processing falls within the scope of the DPA and Harneys undertakes processing in its capacity as a data processor.
- 2.3 In any case where the DPA does not apply to the provision of the Services, the existing provisions of the Service Agreement with respect to confidentiality and/or data protection continue to apply.
- 2.4 In the event of conflict, the data protection provisions set out herein supersede the relevant data protection provisions set out in the Service Agreement.
- 2.5 The provisions of the Service Agreement, save as amended by this Addendum, continue in full force and effect. Nothing in the Service Agreement nor this Addendum relieves either party of its own legal obligations pursuant to the DPA.

3 PROCESSING OF PERSONAL DATA

- 3.1 Each party agrees to comply with its own obligations under applicable Data Protection Laws and the Serviced Entity warrants that it has established its lawful basis with respect to the personal data processed under the Service Agreement.
- 3.2 In relation to the provision of the Services, Harneys Fiduciary will:
 - (a) only process personal data on the documented instructions of the Serviced Entity;
 - (b) comply with its obligations as a data processor pursuant to the DPA;
 - (c) implement security measures appropriate to the risk to protect the personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and
 - (d) promptly inform the Serviced Entity if, in its opinion, the Serviced Entity instructions would be in breach of the DPA.
- 3.3 Harneys Fiduciary will take steps to ensure that its employees and agents are subject to a duty of confidentiality and only process the personal data on a Serviced Entity's instructions unless otherwise required to do so by Law.

4 SUB-PROCESSING OF PERSONAL DATA

- 4.1 Each sub-processor engaged by Harneys Fiduciary to process personal data in connection with the Service Agreement may continue to do so, and in particular each member of the Harneys Group, each other Harneys Fiduciary entity and each Harneys Law Firm (as applicable) are permitted to process personal data on behalf of Harneys Fiduciary.
- 4.2 The Serviced Entity acknowledges that, in performing its obligations pursuant to the Service Agreement, Harneys Fiduciary may from time to time transfer personal data to a sub-processor. By continuing to engage Harneys Fiduciary, the Serviced Entity approves and consents to such transfer of any personal data from Harneys Fiduciary to the sub-processors subject to clause 5.
- 4.3 Harneys Fiduciary will give the Serviced Entity reasonable written notice of any intended additions to the list of sub-processors from time to time and provide details as to the processing of personal data to be undertaken. The Serviced Entity will not unreasonably object to such intended changes and consent will be deemed given if the Serviced Entity has not objected to such appointment within 20 Business Days' of receiving notice of the intended change.
- 4.4 If Harneys Fiduciary engages any third party to process personal data on behalf of a Serviced Entity, Harneys Fiduciary will impose on such third party, by means of a written contract, terms which offer the same data protection obligations as set out in this Addendum.

5 CROSS BORDER DATA TRANSFERS

- 5.1 Except where clause 5.2 applies, Harneys Fiduciary will not transfer personal data outside of the British Virgin Islands without prior written consent (which shall not be unreasonably withheld without justification) of the Serviced Entity.
- 5.2 Where necessary for the provision of the Service to the Serviced Entity, Harneys Fiduciary may allow cross border data transfer without the prior written consent set out above provided that there is proof of adequate data protection safeguards.

6 DATA SUBJECT RIGHTS

- 6.1 Harneys Fiduciary agrees to provide reasonable assistance to the Serviced Entity in allowing data subjects to exercise their rights in accordance with part 3 of the DPA, and Harneys Fiduciary may require the Serviced Entity to reimburse Harneys Fiduciary's reasonable costs and expenses in providing such assistance.
- 6.2 Harneys Fiduciary further agrees to notify the Serviced Entity if it or any sub-processor receives a request for personal data.

7 BREACH NOTIFICATION

- 7.1 Harneys Fiduciary will notify the Serviced Entity without undue delay if Harneys Fiduciary becomes aware of a personal data breach.
- 7.2 Following such notification, Harneys Fiduciary will cooperate with the Serviced Entity and take such reasonable commercial steps as directed by the Serviced Entity to assist in the investigation, mitigation and remediation of such personal data breach.

8 AUDIT

- 8.1 Harneys Fiduciary will, upon receiving 3 months written notice and no more than once per year during the term of the Service Agreement, make its employees available to contribute towards an audit conducted by, or an external auditor appointed by, the Serviced Entity so as to reasonably establish its compliance with the DPA.
- 8.2 Harneys Fiduciary will notify the Serviced Entity without undue delay in the event that it is asked to do anything that infringes the DPA.

9 DELETION AND RETENTION

- 9.1 Upon termination of the Service Agreement or request from the Serviced Entity, Harneys Fiduciary will delete the personal data in its (or its sub-processors') possession, except to the extent the information is required to be retained data by Law.

10 LIABILITY

- 10.1 The Serviced Entity agrees that it will comply with its own obligations pursuant to the DPA in all material respects and will be liable to Harneys Fiduciary for any damages Harneys Fiduciary might suffer as a result of the Serviced Entity's non-compliance with the DPA.
- 10.2 The Serviced Entity agrees that the indemnification available to Harneys Fiduciary pursuant to the Service Agreement will apply if Harneys Fiduciary or a sub-processor suffers or incurs any liability or expense as a result of being found to be a data controller pursuant to the DPA with respect to the processing of personal data in connection with the Services other than in circumstances as expressly contemplated herein.

11 HARNEYS FIDUCIARY AS DATA CONTROLLER

- 11.1 By continuing to engage Harneys Fiduciary, the Serviced Entity agrees that Harneys Fiduciary may process personal data for purposes such as but not limited to the below and in so doing, Harneys Fiduciary acts as a data controller on behalf of the Serviced Entity:
- (a) the reporting of suspicious transactions as required pursuant to the Law; and
 - (b) the use of personal data obtained by Harneys Fiduciary for money laundering checks and related purposes in relation to the provision of Services.