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**HARNEYS FIDUCIARY CAYMAN ISLANDS**  
**DATA PROCESSING ADDENDUM**

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This Data Processing Addendum (**Addendum**) is effective September 2019 and deemed to be incorporated into all Service Agreements pursuant to which affiliates and subsidiaries of the Harneys Group domiciled in the Cayman Islands provide their services by acting as a 'data processor' and 'data controller' as defined in the Cayman Islands' Data Protection Law, 2017 (**DPL**).

Services which the Harneys Group provides by acting as a 'processor' include entity formation/registration services, liquidation services, corporate administration and secretarial services, registered office services, fund administration and other like services where the role performed by the Harneys Group can be characterised as an outsourced function which the Harneys Group fulfils by exercising relatively little autonomy or discretion.

## **1 DEFINITIONS AND INTERPRETATION**

1.1 Capitalised terms that are not defined in this Addendum have the meanings given to them in [Harneys Fiduciary's Terms and Conditions](#) (the **Terms**).

1.2 The following terms shall have the same meaning as in the DPL:

- (a) data controller;
- (b) data subject;
- (c) data processor;
- (d) personal data;
- (e) personal data breach; and
- (f) processing.

1.3 The principles of interpretation and governing law set out in the Service Agreement will apply to this Addendum as if incorporated herein and this Addendum shall be construed to form part of the Service Agreement.

## **2 EFFECT OF ADDENDUM**

2.1 In any case where the DPL does not apply to the provision of the Services, the existing provisions of the Service Agreement with respect to confidentiality and/or data protection shall continue to apply.

2.2 In the event of conflict, the data protection provisions set out herein shall supersede the relevant data protection provisions set out in the Service Agreement.

2.3 The provisions of the Service Agreement shall, 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 DPL.

### **3 PROCESSING OF PERSONAL DATA**

- 3.1 By continuing to engage Harneys Fiduciary, the Serviced Entity instructs Harneys Fiduciary to process personal data in performing the Services. The Serviced Entity and Harneys Fiduciary acknowledge and agree that, save as provided herein, Harneys Fiduciary is a data processor in relation to the provision of Services for the purpose of the DPL.
- 3.2 In relation to the provision of the Services, Harneys Fiduciary shall comply with its obligations as a data processor pursuant to the DPL. Additionally, Harneys Fiduciary shall implement, document and maintain appropriate technical and organisational measures designed to prevent the unlawful processing of personal data and against accidental loss, destruction of, or damage to, personal data.
- 3.3 Harneys Fiduciary shall take steps to ensure that its employees and agents are subject to a duty of confidence and only process the personal data on a Serviced Entity's instructions unless otherwise required to do so by Law.

### **4 SUB-PROCESSING AND TRANSFER 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 shall be considered an **Approved Sub-Processor**. Each Approved Sub-Processor shall be bound by a written contract with Harneys Fiduciary.
- 4.2 The Approved Sub-Processors are the Harneys Group and each shall be permitted to process personal data on behalf of Harneys Fiduciary.
- 4.3 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 an Approved 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 Approved Sub-Processors subject to clause 5.
- 4.4 Harneys Fiduciary shall give the Serviced Entity reasonable written notice of any intended additions to the list of Approved Sub-Processors from time to time and provide details as to the processing of personal data to be undertaken. The Serviced Entity shall not unreasonably object to such intended changes and each new processor shall become an Approved Sub-Processor if the Serviced Entity has not objected to such appointment within 20 Business Days' of receiving notice of the intended change.
- 4.5 If Harneys Fiduciary engages any third party to process personal data on behalf of a Serviced Entity, Harneys Fiduciary 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 Addendum.
- 4.6 Where an Approved Sub-Processor fails to fulfil its obligations pursuant to the DPL and the Service Agreement (as amended by this Addendum), Harneys Fiduciary shall remain fully liable to

the Serviced Entity for processing by any Approved Sub-Processor as if the processing was being conducted by Harneys Fiduciary.

## **5 DATA TRANSFERS**

5.1 Harneys Fiduciary will not transfer personal data to a recipient located outside of the Cayman Islands without the proper written consent of the Serviced Entity, unless:

- (a) the recipient is in a country within the 'European Economic Area' as provided in the DPL;
- (b) the recipient is in a jurisdiction in relation to which there is a 'European Union finding' as defined in the DPL;
- (c) the transfer is subject to the terms of a contract incorporating standard contractual clauses in the form adopted by the European Commission under Decision 2010/87/EU, Decision 2004/915/EC or an equivalent replacement decision;
- (d) the transfer is subject to an approved contractual mechanism as permitted by the DPL;  
or
- (e) the transfer is otherwise permitted pursuant to the DPL.

5.2 Without prejudice to the generality of the foregoing and by continuing to engage Harneys Fiduciary, the Serviced Entity appoints Harneys Fiduciary as its agent for the limited purposes of entering into any appropriate transfer mechanism required in connection with such transfer.

## **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 2 of the DPL, 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 Approved 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 Harneys Fiduciary shall following such notification, 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 (including providing the Serviced Entity with such information as it reasonably requires to meet any obligations to report or to inform data subjects of the personal data breach pursuant to the DPL).

## **8 COOPERATION**

- 8.1 Harneys Fiduciary shall, upon reasonable notice, make its employees available to answer questions and provide information to the Serviced Entity so as to reasonably establish its compliance with the DPL, including in connection with any audit undertaken by a Serviced Entity.
- 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 DPL.

## **9 SERVICED ENTITY'S OBLIGATIONS AS DATA CONTROLLER**

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

## **10 HARNEYS FIDUCIARY AS DATA CONTROLLER**

- 10.1 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.