

Data Processing Addendum
based on Data Protection Law (DPL), 2017

This Data Processing Addendum (“**Addendum**”) will apply from **30 September 2019** and will be deemed to be incorporated into all agreements and contracts pursuant to which EG Capital Advisors and its affiliates and subsidiaries that are domiciled in the Cayman Islands (“**EG Capital Advisors**”) provide their services by acting as a 'data processor' as defined in section 2 of the Cayman Islands' Data Protection Law, 2017 (Law 33 of 2017) (“**DPL**”) (each of such agreement or contract being an “**Underlying Agreement**”).

Services which EG Capital Advisors provides by acting as a 'processor' encompasses fund and investment management and advisory services and other like services.

For the avoidance of doubt, this Addendum will not apply where the relevant EG Capital Advisors' entity acts as a 'data controller' (as defined in section 2 of DPL) in providing the service.

Definitions

- 1.1 In this Addendum, unless the context dictates otherwise, the following capitalised terms shall have the following meanings:
- (a) “**Client**” means the person or entity that has entered into an Underlying Agreement with EG Capital Advisors.
 - (b) “**Client Personal Data**” means any information which: (i) constitutes 'personal data' under section 2 of DPL; and (ii) is disclosed to or otherwise made available to EG Capital Advisors by or on behalf of Client or any other member of the Client Group in connection with the Underlying Agreement.
 - (c) “**Client Group**” means the group of companies comprising affiliates and subsidiaries of Client.
 - (d) “**Data Breach**” means any 'personal data breach' as defined in section 2 of DPL which is confirmed as affecting (or having affected) any Client Personal Data.
 - (e) “**Data Protection Law**” means any applicable statute, regulation, order, or any other legal instrument which pertains to the protection of privacy and confidentiality personal information, including: (i) DPL; (ii) the Data Protection Regulations, 2018 (SL 17 of 2019) and any other regulation promulgated under DPL; (iii) any 'code of practice' promulgated under section 42 of DPL; and (iv) any binding decision of the courts and tribunals of the Cayman Islands that relate to the application or interpretation of any of the foregoing.
 - (f) “**Data Subject**” means any identified or identifiable natural person to whom Client Personal Data relates.
 - (g) “**Data Subject Request**” means any request made by any Data Subject pursuant to information rights he or she enjoys under part 2 of DPL.
 - (h) “**DPL**” means the Cayman Islands' Data Protection Law, 2017 (Law 33 of 2017).
 - (i) “**EG Capital Advisors**” means the relevant affiliate or subsidiary of EG Capital Advisors which is domiciled in the Cayman Islands and which has entered into the Underlying Agreement with Client.
 - (j) “**Processing**” means 'processing' as defined in section 2 of DPL insofar as it affects Client Personal Data, and derivatives such as “Process” or “Processed” shall be construed accordingly.

(k) **“Services”** means the services which EG Capital Advisors has contracted to provide pursuant to the Underlying Agreement.

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:

- (a) any subordinate legislation made thereunder; and
- (b) 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 all Processing undertaken in connection with the Underlying Agreement, but only if and to the extent:

- (a) Processing falls within the scope of DPL under section 6 of DPL; and
- (b) undertakes Processing in its capacity as a 'data processor' (as defined in section 2 of DPL). For the avoidance of doubt, this Addendum shall not apply to any Processing which EG Capital Advisors undertakes in its capacity as a 'data controller' (as defined in section 2 of DPL).

2.2 Should a conflict arise between any provision of this Addendum and any provision of the Underlying Agreement, the provision of this Addendum shall take precedence over the conflicting provision of the Underlying Agreement, and this Addendum shall be deemed to amend the Underlying Agreement to the extent of such conflict (but only in relation to matters concerning Processing).

2.3 This Addendum shall be deemed have become effective and shall be deemed to be incorporated into the Underlying Agreement:

- (a) on the date on which the Underlying Agreement becomes effective, if the Underlying Agreement incorporates this Addendum by making express reference to this Addendum from the outset; or
- (b) the date on which this Addendum is brought to the attention of Client, where Client has continued to accept Services from EG Capital Advisors under the Underlying Agreement after the date on which this Addendum is brought to the attention of Client.

2.4 This Addendum shall survive (together with any other relevant provision of the Underlying Agreement) any termination or expiry of the Underlying Agreement for as long as any Client Personal Data remains under EG Capital Advisors' custody or control.

3 Authority in respect of Client Personal Data

3.1 Before disclosing or otherwise making Client Personal Data available to EG Capital Advisors, Client shall ensure that it and the relevant members of the Client Group are authorized to do so under the Data Protection Law so that EG Capital Advisors may undertake Processing lawfully in accordance with the Underlying Agreement and this Addendum.

4 Purpose of Processing

4.1 Processing may be undertaken by EG Capital Advisors only if and to the extent it is necessary to provide Services, or otherwise fulfil EG Capital Advisors' obligations under the Underlying Agreement and this Addendum. Unless agreed otherwise in writing with Client, EG Capital Advisors shall not Process any Client Personal Data for any other purpose.

4.2 Where EG Capital Advisors is required under any applicable law of the jurisdiction to which EG Capital Advisors is subject to Process any Client Personal Data for any purpose inconsistent with Clause 4.1, EG Capital Advisors shall, to the extent it is legally permitted to do so, promptly, notify Client and refrain from complying with such requirement without first conferring with Client.

5 Cooperation in respect of Processing

5.1 Without prejudice to the other provisions of this Addendum, EG Capital Advisors shall provide all such information, assistance, and cooperation as Client may reasonably require in ensuring or demonstrating that Processing meets the requirements of Data Protection Law. EG Capital Advisors shall provide such information, assistance, and cooperation in respect of all relevant matters pertaining to Processing, including, without limitation, the following:

- (a) any Data Subject Request or any other inquiry regarding either party's compliance with the Data Protection Law;
- (b) technical or organizational security measures to be used in safeguarding Client Personal Data; and
- (c) any action to be taken in response to any Data Breach (including, where applicable, any notification to be made pursuant to section 16 of DPL).

6 Manner of Processing

6.1 EG Capital Advisors shall ensure that Processing is undertaken only on documented instructions given by Client. Such instructions include the Underlying Agreement, this Addendum, and any specific instruction which Client (or the relevant member of the Client Group) may from time to time give to EG Capital Advisors pursuant to this Addendum and/or the Underlying Agreement.

6.2 EG Capital Advisors shall not subcontract or delegate Processing to any third party without Client's prior written consent (which consent Client shall not unreasonably withhold, condition, or delay). Such consent shall be deemed to be given in respect of any third party (including any other member of the EG Capital Advisors Group) to whom EG Capital Advisors is, under the Underlying Agreement, permitted to subcontract or delegate part or whole of Services.

6.3 Where EG Capital Advisors subcontracts Processing to any third party (subject always to Clause 6.2), EG Capital Advisors shall ensure that the relevant third party undertakes Processing on terms equivalent to this Addendum and in compliance with the Data Protection Law.

6.4 Where EG Capital Advisors receives any Data Subject Request or any other inquiry regarding either party's compliance with the Data Protection Law with respect to Client Personal Data, EG Capital Advisors shall, to the extent it is legally permitted to do so, promptly notify Client and refrain from complying with such requirement without first conferring with Client.

7 Security of Processing

- 7.1 For as long as Client Personal Data remains under EG Capital Advisors' custody or control, EG Capital Advisors shall implement and maintain appropriate technical and organizational security measures to protect Client Personal Data against Data Breach in accordance with paragraph 7, part 1 of schedule 1 to DPL.
- 7.2 Where EG Capital Advisors becomes aware of any Data Breach, EG Capital Advisors shall:
- (a) notify Client as soon as reasonably practicable and without undue delay;
 - (b) take all such steps as are reasonably necessary to contain and mitigate the consequences of the Data Breach; and
 - (c) to the maximum extent permitted by the applicable law, refrain from communicating to any third party (including any Data Subject) about the Data Breach without first conferring with Client (except where such communication with third party is necessary in order to contain and mitigate the consequences of the Data Breach).

8 Audit of Processing

- 8.1 EG Capital Advisors shall provide all such information, assistance, and cooperation as Client may reasonably require to audit or inspect EG Capital Advisors' compliance with this Addendum. Such an audit or inspection may be conducted:
- (a) only if and to the extent the Underlying Agreement fails to make provisions for such an audit or inspection;
 - (b) by a third party auditor acting on behalf of Client, the appointment of which shall be subject to EG Capital Advisors' consent (which consent EG Capital Advisors shall not unreasonably withhold, condition, or delay);
 - (c) only upon Client giving reasonable prior notice in writing;
 - (d) during normal business hours in a manner that avoids or minimizes disruption to EG Capital Advisors' day-to-day business activities; and
 - (e) no more than once in any given twelve (12) months period.
- 8.2 Each party shall bear its own cost in undertaking an audit pursuant to this Clause 8, save that where an audit conducted under this Clause 8 reveals any material non-compliance with this Addendum by EG Capital Advisors (or any of its subcontractor), EG Capital Advisors shall, at its own cost, take all such steps as Client may reasonably specify to remedy such non-compliance.

9 Cross-border Processing

- 9.1 Except where Clause 9.2 applies, EG Capital Advisors shall not allow Processing of Client Personal Data to take place outside the Cayman Islands without Client's prior written consent (which consent Client shall not unreasonably withhold, condition, or delay).
- 9.2 EG Capital Advisors may allow Processing to take place outside the Cayman Islands without Client's prior written consent provided that:
- (a) such Processing is necessary to provide or facilitate the provision of Services and is undertaken by EG Capital Advisors itself (and/or by a subcontractor of EG Capital Advisors in accordance with Clause 6.2 above); and
 - (b) EG Capital Advisors has taken steps to ensure that such Processing conforms to:
 - (i) paragraph 8, part 1 of schedule 1 to DPL; or

- (ii) one or more of the conditions set out in schedule 4 to DPL.

10 Cessation of Processing

- 10.1 If the Underlying Agreement expires or is terminated for any reason whatsoever, EG Capital Advisors shall:
- (a) cease all Processing which is not strictly necessary to enable EG Capital Advisors to comply with any obligation under the Underlying Agreement or this Addendum which is applicable after the expiry or termination of the Underlying Agreement; and
 - (b) at Client's option, permanently and irreversibly return, transfer, destroy, or delete (to the extent technically feasible and commercially practicable) all Client Personal Data under the custody or control of EG Capital Advisors.
- 10.2 If and to the extent it is not technically feasible and/or commercially practicable for EG Capital Advisors to permanently and irreversibly comply with Clause 10.1(b), EG Capital Advisors shall ensure that any residual Client Personal Data which is retained under its custody or control is permanently put beyond use and not Processed any further save for the mere unavoidable retention of such residual Client Personal Data.
- 10.3 Client may, at its option and at any time during the term of the Underlying Agreement, require EG Capital Advisors to return, transfer, destroy, or delete Client Personal Data, in whole or in part, in accordance with Clause 10.1.
- 10.4 Subject to Clause 4.2, EG Capital Advisors may retain Client Personal Data if and to the extent it is obliged to do so under any applicable law of the jurisdiction to which EG Capital Advisors is subject to.

11 Liability for Processing

- 11.1 Any breach of this Addendum shall be treated as a breach of the Underlying Agreement, and the consequence and liability for such breach shall be treated in accordance with the relevant provisions of the Underlying Agreement.
- 11.2 EG Capital Advisors shall remain fully liable for any act or omission on the part of any third party to whom EG Capital Advisors:
- (a) discloses Client Personal Data otherwise than in accordance with Client's instruction; or
 - (b) subcontracts Processing (regardless of whether or not such subcontracting takes place with Client's consent),
- insofar as such third party's act or omission affects Client Personal Data.

12 Governing Law and Dispute Resolution

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