THIS FRAMEWORK CONTRACT is made on

BETWEEN

- **perFORM Due Diligence Services Limited**, a company incorporated under the laws of England and Wales (company number: 13612172), having its registered office at The Scalpel, 18th Floor, 52 Lime Street, London, EC3M 7AF, UK ("**PDDS**"); and

- _____, a company incorporated under the laws of_____ (company number: _____), having its registered office at _____ (the "**Client**").

BACKGROUND

This Framework Contract creates a relationship whereby the Client can order ODD Services from PDDS from time to time by completing a Statement of Work ("**SOW**").

Upon PDDS and the Client agreeing the form of a completed SOW and having both signed it, they will then have a binding contract in respect of those ODD Services identified in the SOW.

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

    In this Framework Contract and each SOW the following expressions shall have the following meanings:

    1.1 "**Affiliate**" means any direct or indirect Holding Company or Subsidiary of the relevant entity. "**Company**" means any body corporate or any legal entity capable under law of making a contract. A Company is a "**Holding Company**" of another Company if the latter Company is a Subsidiary of the first Company. A Company is a "**Subsidiary**" of another Company if the latter Company: (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it;

    1.2 "**Approved Sub-Processor**" means (i) PDDS, (ii) any Affiliate of PDDS and (iii) any New Sub-Processor to the extent that each of (i), (ii) and (iii) meet the conditions set out in Clause 12.10;

    1.3 "**Data**" means any data, including Personal Data and information as defined in the Data Protection Laws, supplied to PDDS by the Client or otherwise or stored, collected, collated, accessed or processed on behalf of the Client by PDDS;

    1.4 "**Data Protection Laws**" means all legislation relating to data protection and to the recording, interception and monitoring of communications and privacy, including without limitation (i) the GDPR; (ii) EU Directive 95/46/EC, as transposed into domestic legislation of each jurisdiction; and (iii) the Data Protection Act 2018 and any other analogous or equivalent legislation applicable in any jurisdiction relevant to the Client or ODD Services together with all subordinate legislation made thereunder or in connection therewith and any other applicable data protection legislation, each as amended, replaced or superseded from time to time;

    1.5 "**Existing Sub-Processor(s)**" means each third party, joint venture or Affiliate to which, PDDS has, at the date of this Agreement (i) delegated or outsourced all or part of the ODD Services and/or (ii) transferred Data (including Personal Data), in each case pursuant to the terms of this Agreement;

    1.6 "**Fees**" means the fees specified in a SOW and any subsequent variation or amendment of any SOW;

    1.7 "**GDPR**" means EU General Data Protection Regulation 2016/679;

    1.8 "**New Sub-Processor**" means any third party, joint venture or Affiliate other than an Existing Sub-Processor to which PDDS wishes to delegate the processing of Personal Data pursuant to this Agreement;

    1.9 "**ODD Services**" means the third party operational due diligence services that PDDS may agree to provide to the Client pursuant to a SOW;

    1.10 "**Restricted Transfer**" means any transfer of Personal Data from PDDS to any Sub-Processor where such transfer would otherwise be prohibited in the absence of the application of appropriate safeguards under Article 46 of the GDPR, such as standard contractual clauses (or their

PRIVATE AND CONFIDENTIAL

replacement) as set down by the European Commission;

1.11 "**Standard Contractual Clauses**" means the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

1.12 "**Statement of Work**" or "**SOW**" means a contract for specified ODD Services that is made in accordance with Clause 2, a pro forma of which is appended to this Agreement at Appendix 1;

1.13 "**Supervisory Authority**" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws;

1.14 "**Target Information**" means all information (including Data):

(a) which is in the possession of or under the control of PDDS or any Approved Sub-Processor and provided to them in connection with this Agreement; and

(b) which relates to the Target or the Client; and

(c) whether now existing or to come into existence, whether created by PDDS or anyone else and whether contained in correspondence, documents, statements and other papers and records or stored electronically, graphically (such as microfiche) or in any other way,

Target Information does not include any system (whether computerised, electronic or otherwise) in the possession or control of PDDS on which Target Information is kept or any materials or programmes created or generated in connection with any such system;

1.15 "**Work**" means all reports, documentation, materials and other deliverables provided by PDDS to the Client as part of the provision of the ODD Services; and

1.16 "**Work Licence**" means the licence set out in Clause 4.3 (Property and Licences).

1.17 Headings do not affect the interpretation of this Agreement.

1.18 References to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references to Parts are to parts of a Schedule. The headings to the Clauses of this Agreement are for

convenience only and shall not affect the construction or interpretation thereof.

1.19 Words importing the singular shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case. Words importing persons shall include bodies of persons whether corporate or unincorporate.

1.20 For the purposes of this Agreement, terms and phrases defined in the GDPR (including but not limited to, "controller", "personal data", "personal data breach" and "joint controller") shall have the meanings ascribed to them in the GDPR.

1.21 References to any statute, regulation and order under this Agreement shall include all amendments and modifications thereto and subordinate legislation made thereunder.

1.22 References to any document or communication being "in writing" shall include any electronic form which is in writing when printed (including email).

2. **STATEMENT OF WORK**

2.1 This Framework Contract operates as a binding contractual framework under which the Client may order and PDDS may agree to provide ODD Services as agreed in one or more SOWs the nature and scope of which will be set out in writing in a SOW. Each completed SOW is a separate contract for the ODD Services. A completed SOW incorporates all terms of this Framework Contract that directly or indirectly relate to that SOW.

2.2 A SOW is deemed completed if it is signed by both parties and will thereafter be binding on the parties.

2.3 In the event of conflict between a SOW and this Framework Contract, the SOW shall prevail.

3. **RESPONSIBILITIES**

3.1 PDDS warrants that it shall undertake all the ODD Services using reasonable care and skill.

3.2 The Client shall promptly provide PDDS with information, co-operation and assistance to the extent that PDDS in its discretion may reasonably require it, in order to provide the ODD Services and PDDS will be entitled to rely on that information, co-operation and assistance which PDDS is entitled to assume is true and accurate.

3.3 The Client acknowledges that Work is the output of PDDS's professional judgment and whereas PDDS will exercise reasonable care and skill in forming that judgment it cannot guarantee the accuracy and/or

completeness of Work. The Client agrees that it is an experienced investment business and will: (a) not rely solely on any Work as the basis of making any investment decision; (b) exercise its independent professional judgment in relation to making investment decisions; and/or (c) in the event that it lacks the expertise to validate the contents of the Work, engage independent professional advisors to validate such contents.

3.4 Each party shall use reasonable efforts to perform its duties as identified in a SOW. Both parties shall use reasonable efforts to meet the timescales specified in a SOW.

4. **PROPERTY AND LICENCES**

4.1 PDDS owns all copyrights, database rights, rights in inventions, patent applications, patents, trade marks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals ("**Intellectual Property Rights**") in the Work, and to the extent that Work includes work that is identified as authored by third parties PDDS's licensors own all Intellectual Property Rights in such referenced work.

4.2 The Client shall (and shall procure that its Affiliates or agents shall) promptly enter into such documentation as is reasonably required by PDDS to vest ownership of any and all Intellectual Property Rights in accordance with Clause 4.1.

4.3 PDDS grants to the Client a non-exclusive perpetual licence to: (a) use the Work for its internal business purposes or the internal business purposes of its Holding Company or its Subsidiaries, and for the avoidance of doubt not for resupply (or otherwise making available) to third parties); and (b) make and maintain a reasonable number of back-up copies of the same; provided in each case that the Client shall preserve the integrity of such Work (and any trade marks contained therein) and shall ensure that PDDS is properly identified in each of the Work as the author and owner of such Work.

4.4 The Client is not entitled to modify or adapt the Work or integrate the Work into any other works, provided that the Client may reference the Work (appropriately identifying PDDS as the author), at all times in accordance with its rights of use specified at Clause 4.3

4.5 The Client agrees that at all times and for all purposes it will indemnify and continue to indemnify PDDS (and its Affiliates, officers, directors, employees, and agents) in respect of all claims, costs, demands, legal fees, and all other liabilities, arising from any actual or alleged act constituting a breach of Clause 4.3 and/or 4.4.

5. **FEES AND PAYMENT**

5.1 The Fees and expenses shall be payable by the Client in accordance with a SOW and this Clause 5.

5.2 All Fees and expenses payable by the Client to PDDS are payable in GBP £ and are exclusive of any tax, levy or similar governmental charge (including value added or sales tax) which shall be paid by the Client at the rate and in the manner prescribed by law.

5.3 If the Fees are payable:

5.3.1 on a time and materials basis (as specified in a SOW), then the Client shall also pay any expenses reasonably incurred by PDDS in performing its duties under that SOW, including travel, accommodation, and subsistence expenses. Such Fees and expenses shall become payable monthly in arrears; or

5.3.2 on a fixed-price basis (as specified in a SOW), then such Fees shall become payable as specified in that SOW.

5.4 PDDS shall be entitled to annually review the Fees in relation to the provision of the ODD Services under a SOW to reflect demonstrable changes in the operational cost of PDDS (including an automatic increase annually at the rate of the UK Retail Price Index prevailing at that time) and shall give notice to the Client of any increase exceeding the rate of the UK Retail Price Index and the proposed amendment thereto, commencing on the 1 January of the year following the anniversary of the date of the SOW. As regards time-based Fees, hourly rates are reviewed annually and shall be adjusted accordingly.

5.5 PDDS shall invoice the Client for the Fees and expenses as and when they become payable. The Client must pay PDDS's invoices no later than twenty-one (21) days after receipt unless otherwise specified in an SOW.

5.6 If any sum payable under a SOW is not paid by the last day that the Client was entitled to make payment under Clause 5.5, then (without prejudice to PDDS's other rights and remedies): (a) PDDS shall be entitled to suspend the provision of the ODD Services until the Client has paid all outstanding invoices; and (b) PDDS reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at the then prevailing rate under the Late Payment

of Commercial Debts (Interest) Act 1998.

5.7 The Client shall not be entitled to set off any sums due from it to PDDS, against sums due to the Client from PDDS under any SOWs or any other contract.

6. TERM AND TERMINATION

6.1 **Framework Contract.** This Framework Contract shall commence on the date of signature by both parties of this Framework Contract and shall continue unless and until terminated by either party in accordance with this Clause 6.1. Either party shall be entitled to terminate this Framework Contract by giving to the other at any time not less than three (3) months' prior written notice.

6.1.1 Termination of this Framework Contract pursuant to Clause 6.1 shall not terminate any outstanding SOW.

6.1.2 On termination of this Framework Contract howsoever caused the rights and duties created by Clauses 7 (Confidential Information), 9 (Non-Solicitation), and 12 (General Provisions) shall survive and any rights of either party which arose on or before termination shall be unaffected.

6.2 **SOWs**. A SOW shall commence pursuant to Clause 2.2 (SOWs) and shall terminate on completion or in accordance with this Clause 6.2

6.2.1 Either party shall be entitled to terminate a SOW immediately by giving to the other party not less than thirty (30) days' prior written notice.

6.2.2 Either party shall be entitled to terminate a SOW immediately if the other party commits any material breach of its obligations under a SOW and fails to remedy that breach within thirty (30) days of written notice of that breach (the thirty (30) day period only applies where a breach is capable of remedy - if it is incapable of remedy, that SOW may be terminated by written notice immediately).

6.2.3 Either party shall be entitled to terminate a SOW immediately if the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts.

6.3 On termination of a SOW howsoever caused: (a) the Work Licence shall remain in force ; (b) other SOWs and this Framework Contract shall be unaffected; (c) the rights and duties created by Clauses 4 (Property and Licences), 5 (Payment) (including accrued payment obligations of the Client), 6.3 (Term and Termination), 7 (Confidential Information), 8 (Liability), (SOWs) and 13 (General Provisions) shall survive; and (d) any rights of either party which arose on or before termination shall be unaffected.

6.4 In the event that termination of a SOW precedes completion of the ODD Services: (a) PDDS shall make such partial delivery to the Client of the ODD Services as is reasonably practicable, such ODD Services provided on an "as is" basis; and (b) if the parties had agreed to a fixed price in that SOW, PDDS shall reduce the fixed price to an amount that in its sole discretion it considers reasonably reflects both the value of the ODD Services that have been provided under that SOW and the cost to PDDS of providing such ODD Services.

7. CONFIDENTIAL INFORMATION

7.1 Each party that receives ("**Receiving Party**") non-public business and financial information (including without limitation the Work and the terms of this Framework Contract and/or any SOW, but excluding any Know-How) ("**Confidential Information**") from the other (or the other's Affiliates) ("**Disclosing Party**"), whether before or after the date of this Framework Contract or in connection with a SOW shall: (a) keep the Confidential Information confidential; (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 7.2 or 7.3; and (c) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Framework Contract and / or a SOW ("**Permitted Purpose**"). For the purpose of this Clause 7.1, "**Know-How**" means general knowledge attained by either party pursuant to an SOW, including information and insights provided by third parties to PDDS that are not attributable to the Client.

7.2 The Receiving Party may disclose Confidential Information to its own, or any of its Affiliates, officers, directors, employees, agents and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 7 of such Permitted

Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Framework Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 7.

7.3 If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party shall (if legally permissible) provide advance notice to the Disclosing Party and the Receiving Party co-operates with any attempt by the Disclosing Party to obtain an order for providing for the protection in respect of such information.

8. LIABILITY

8.1 Neither party shall exclude or limit its liability for: (a) death or personal injury caused by its negligence; and / or (b) fraudulent misrepresentation.

8.2 PDDS shall not be liable for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, and / or loss of data.

8.3 The Client agrees that it will have no remedy in respect of any untrue statement or representation made to it (including those made negligently) upon which it relied in entering into any SOW and that its only remedies can be for breach of contract (unless the statement was made fraudulently).

8.4 PDDS's Contractual Liability to the Client shall not exceed one hundred and fifty percent (150%) of the Fees paid or payable by the Client. "**Contractual Liability**" means total aggregate liability howsoever arising under or in relation to the subject matter of a single SOW that is not: (a) unlimited by virtue of Clause 8.1; or (b) excluded pursuant to Clauses 8.2 and 8.3.

8.5 PDDS hereby excludes any implied condition or warranty concerning the quality or fitness for purpose of the ODD Services and / or Work, whether such condition or warranty is implied by statute or common law.

8.6 Neither party shall be liable for any delay or failure in performing its duties under a SOW caused by any circumstances beyond its reasonable control.

9. NON-SOLICITATION

9.1 During the term of this Framework Contract, neither party shall, without the prior written consent of the other, actively initiate recruitment of any employee of the other who performed (or is performing) material obligations under any SOW (excluding administrative or secretarial functions). If the restriction set forth in this Clause 9.1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area for which it may be enforceable.

9.2 If a party breaches Clause 9.1, it shall pay the other party an amount equal to the last twelve (12) months' salary of the applicable individual in recognition of the value of the individual to the other party and cost of recruiting and training a replacement. The parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered by the other party in these circumstances and not a penalty. Payment of this amount shall be a party's only remedy for a breach of Clause 9.1.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 The Client shall not assign or otherwise transfer this Framework Agreement or any SOW or any of its rights and duties thereunder without the prior written consent of PDDS, such consent not to be unreasonably withheld or delayed. PDDS shall not assign or otherwise transfer any of its duties under this Framework Agreement without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.

10.2 PDDS may sub-contract the performance of any of its duties under a SOW to any of its contractors.

10.3 The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

11. CHANGES

11.1 **Framework Contract**. No changes to this Framework Contract shall be valid unless made in writing and signed by the authorised representatives of both parties.

11.2 **SOWs**. If either party wishes to request a change to a SOW at any time, it shall provide the other with written details of the change and such further information as the other party shall reasonably require. The parties may agree to the change by executing a new SOW to that effect or otherwise agreeing such change in writing. Subject to Clause 11.3 (Rescheduling), no changes to a SOW shall be valid unless made in accordance with this Clause 11.2.

11.3 **Rescheduling**. PDDS shall not unreasonably withhold its consent to the Client's request to re-schedule the

date or time of performance of certain ODD Services. However, given that it will not be practical for PDDS to re-schedule resources on short notice, the parties agree that: (a) if the Client gives to PDDS less than two (2) clear days' notice of such a request then the Client must pay to PDDS the full value of such booked ODD Services; (b) if the Client gives to PDDS between two (2) and five (5) clear days' notice of such a request then the Client must pay to PDDS fifty per cent (50%) of the full value of such booked ODD Services. For the purpose of this Clause 11.3, a "**day**" excludes Saturday, Sunday, and public holidays in England or any day when banks are not open for business.

12. **DATA PROTECTION**

12.1 PDDS shall procure that each Approved Sub-Processor shall:

12.1.1 comply with all applicable Data Protection Laws when processing Personal Data; and

12.1.2 only process Personal Data in accordance with the Client's documented instructions as set out in this Agreement, unless processing is required by any applicable regulation to which PDDS or an Approved Sub-Processor is subject, in which case PDDS shall to the extent permitted by such applicable regulation inform the Client of that legal requirement before the relevant processing of that Personal Data.

12.2 The Client:

12.2.1 instructs and grants a general written authorisation for PDDS and each Approved Sub-Processor to process Personal Data and to transfer Personal Data to any country or territory as reasonably necessary for the provision of the ODD Services and consistent with this Agreement;

12.2.2 warrants and represents that it is and will at all times (i) remain duly and effectively authorised to give the instruction set out in Clause 12.2.1 and (ii) have in place all fair processing notices and (where applicable) consent mechanisms for data subjects sufficient to ensure that all processing of Personal Data envisaged by this Agreement will be lawful and shall not contravene any Data Protection Laws.

12.3 Schedule 1 to this Agreement sets out certain information regarding PDDS and Approved Sub-Processors' processing of Personal Data as required by Article 28(3) of the GDPR. The Client may request reasonable amendments to Schedule 1 by written notice to PDDS to the extent necessary to enable the Client to comply with their obligations under GDPR. Nothing in Schedule 1 (including as amended from time to time) confers any right or imposes any obligation on any party to this Agreement.

12.4 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, PDDS shall procure that each Approved Sub-Processor shall implement and maintain, appropriate technical and organisational measures in relation to the processing of Personal Data by PDDS or Approved Sub-Processor to ensure a level of security appropriate to that risk including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

12.5 In assessing the appropriate level of security, PDDS shall take into account the risks that are presented by processing the relevant Personal Data, in particular from a personal data breach.

12.6 PDDS shall take reasonable steps to ensure the reliability of any employee, agent or contractor of PDDS or any Approved Sub-Processor who may have access to the Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or other contractual, professional or statutory obligations of confidentiality.

12.7 PDDS shall only use Approved Sub-Processors to process Personal Data.

12.8 PDDS may continue to use its Existing Sub-Processors but shall procure that, on or prior to the Effective Date, the arrangement between it and each of its Existing Sub-Processors is governed by a written contract including terms which offer at least the same level of protection for Personal Data as set out in this Agreement and which meet the requirements of Article 28(3) of the GDPR.

12.9 PDDS shall give the Client prior notice of the appointment of any New Sub-Processor, including details of the processing of Personal Data to be undertaken by such New Sub-Processor.

12.10 With respect to each New Sub-Processor, PDDS shall:

12.10.1 carry out adequate due diligence to ensure that such New Sub-Processor is capable of providing the level of protection for Personal Data required by this Agreement;

12.10.2 ensure that the arrangement between PDDS and the New Sub-Processor is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those

set out in this Agreement and which meet the requirements of Article 28(3) of the GDPR; and

12.10.3 if that arrangement involves a Restricted Transfer, ensure that one of the safeguards set out in Article 46 of the GDPR has been implemented in respect of that Restricted Transfer.

12.11 Notwithstanding any other Clause in this Agreement, the parties agree that, where PDDS determines the means or purpose of processing the Personal Data, PDDS shall be acting as a data controller in relation to the Personal Data and not as a data processor.

12.12 Where PDDS or an Approved Sub-Processor acts as data controller in relation to the Personal Data, it shall comply with all applicable Data Protection Laws.

12.13 For the avoidance of doubt, the parties acknowledge that PDDS and Approved Sub-Processor acts as a data controller when it is conducting activity required to comply with:

12.13.1 Applicable laws (such as but not limited to conducting the know your customer checks for anti-money laundering purposes and conducting sanctions screening, in each case PDDS is required to conduct under applicable laws, regulation or internal policies); and

12.13.2 any request made by any financial services regulator or other public authority or governmental body having jurisdiction over PDDS, Approved Sub-Processor or a relevant Affiliate.

12.14 Where PDDS acts as a data controller, it shall provide the Client with a fair processing notice in order to facilitate the Client providing a fair processing notice to the relevant underlying data subjects.

12.15 Where the Client and PDDS act as joint controllers, they shall:

12.15.1 cooperate to ensure that their obligations as joint controllers under the Data Protection Laws are complied with;

12.15.2 consult with the other party about any notices given to data subjects in relation to the Personal Data;

12.15.3 promptly inform the other party about the receipt of any data subject access request;

12.15.4 provide the other party with reasonable assistance in complying with any data subject access request;

12.15.5 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

12.15.6 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

12.15.7 notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;

12.15.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

12.15.9 maintain complete and accurate records and information to demonstrate its compliance with this paragraph and allow (at reasonable intervals and upon reasonable notice) for audits by the other party or the other party's designated auditor; and

12.15.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Laws

12.16 PDDS shall:

12.16.1 promptly notify the Client if it or any Approved Sub-Processor receives a Data Subject Request under any Data Protection Law in respect of any Personal Data; and

12.16.2 not respond and procure that any relevant Approved Sub-Processor does not respond to that request except on the documented instructions of the Client or as required by applicable laws to which PDDS or Approved Sub-Processor is subject, in which case PDDS shall to the extent permitted by Applicable Law inform the Client of that legal requirement prior to responding to the request.

12.17 PDDS shall:

12.17.1 provide reasonable assistance to the Client with any data protection impact assessment which the Client is required to undertake in order to comply with Articles 35 and 36 of the GDPR, in each case solely in relation to the processing of Personal Data and taking into account the nature of the processing and information available to PDDS; and

12.17.2 make available to the Client on request such information as is reasonably necessary to demonstrate its compliance with this Clause and shall reasonably allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client approved by the PDDS for the purpose of demonstrating

compliance by PDDS with its obligations under Data Protection Laws and in respect of the Personal Data.

12.17.3 The information and audit rights set out in this Clause 12 only arise to the extent that this Agreement does not otherwise provide the Client with information and audit rights meeting the requirements of applicable Data Protection Laws (including Article 28(3) of the GDPR).

12.18 The Client shall:

12.18.1 give PDDS reasonable notice of any audit or inspection to be conducted under Clause 12.17.2 above;

12.18.2 make (and ensure that each of their mandated auditors makes) reasonable endeavours to avoid causing any damage, injury or disruption to PDDS or Approved Sub-Processor's business in the course of any audit or inspection in relation to Data Protection Laws; and

12.18.3 not require audits or inspections to be carried out more frequently than once in any 12 month period and shall ensure that appropriate confidentiality provisions are agreed between PDDS and any third party involved in audit or inspection.

12.19 PDDS shall, on becoming aware of a personal data breach:

12.19.1 notify the Client without undue delay; and

12.19.2 following such notification, cooperate with the Client and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of such personal data breach, including providing the Client with such information as they reasonably require to allow them to meet any obligations to report or to inform data subjects of the personal data breach under relevant Data Protection Laws.

12.20 The Client agrees that, in any communication with data subjects or a Supervisory Authority relating to Personal Data, it shall:

12.20.1 act in good faith;

12.20.2 not misrepresent or call into disrepute PDDS or its Approved Sub-Processors; and

12.20.3 to the extent permitted by the relevant Data Protection Law and other applicable regulation, consult in advance with PDDS in relation to such communication.

12.21 Subject to Clause 12.22 below, PDDS shall promptly and to the extent technically possible on the Client's written request, delete and procure the deletion of all copies of the Personal Data after processing by PDDS of any Personal Data is no longer required for the purpose of PDDS' performance of its relevant obligations under this Agreement.

12.22 Notwithstanding Clause 12.21 above, the parties agree that PDDS and Approved Sub-Processor may retain Personal Data to the extent required by and for such period as required by applicable regulation, provided that it ensures:

12.22.1 the confidentiality of all such Personal Data; and

12.22.2 such Personal Data is only processed as necessary for the purpose(s) specified in applicable law requiring its storage.

12.23 A privacy notice setting out how PDDS will store, transfer or otherwise process personal data (Privacy Notice) is available online at https://www.jtcgroup.com/privacy-notice/.

12.24 If at any time throughout the term of this Agreement a transfer of Personal Data involves a Restricted Transfer, the parties agree that one of the safeguards set out in Article 46 of the GDPR will be implemented in respect of that Restricted Transfer. In the first instance, and until further notice, the appropriate safeguard will be the Standard Contractual Clauses and the International Data Transfer Addendum set out in Annex A and Annex B to Schedule 1.

13. **GENERAL PROVISIONS**

13.1 **Third Party Rights**. The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Framework Contract and any SOW.

13.2 **Relationship**. Nothing in this Framework Contract or any SOW shall render the Client a partner or an agent of PDDS and the Client shall not purport to undertake any obligation on PDDS's behalf nor expose PDDS to any liability nor pledge or purport to pledge PDDS's credit.

13.3 **Entire Agreement**. This Framework Contract and the SOWs supersede any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitute the entire contract between the parties relating to the subject matter (provided that at all times each SOW incorporates, and does not supersede, the terms of this Framework Contract).

13.4 **Severance**. If any part of this Framework Contract or any SOW is

held unlawful or unenforceable that part shall be struck out and the remainder of this Framework Contract or that SOW (as applicable) shall remain in effect.

13.5 **Notices**. All notices (which include invoices and correspondence) under this Framework Contract and a SOW shall be in writing and in the case of this Framework Contract shall be sent to the address of the recipient set out in this Framework Contract or to such other address as the recipient may have notified from time to time, and in the case of a SOW shall be sent to the address of the recipient set out in that SOW or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by e-mail and shall be deemed to have been served if by hand when delivered, if by courier service or first class post forty-eight (48) hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by e-mail immediately. Notices for PDDS by email shall be sent to quentin.thom@performdd.com and for the Client to email any communication in the usual course of business between PDDS and the Client.

13.6 **Law and Jurisdiction.** This Framework Contract and the SOWs are governed by English law and are subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – DATA PROTECTION REQUIREMENTS

This Schedule 1 includes certain details of the processing of personal data as required by Article 28(3) of the GDPR.

Subject matter of processing	The performance of the ODD Services documented in this Agreement and each applicable SOW.
Duration of processing	The processing shall continue until the later of: (a) the Agreement being terminated in accordance with its terms and any notice period or transition period prescribed by the Agreement having expired; or (b) PDDS no longer being subject to an applicable legal or regulatory requirement to continue to store the Personal Data.
Nature and purpose of processing	The processing is being conducted in order to facilitate the performance of the services documented in this Agreement and to satisfy the legal and regulatory obligations associated with those ODD Services.
Types of personal data	The ODD Services may involve PDDS processing and retaining sensitive information (including special category data) which is likely to include **Contact details** - residential address, telephone number, mobile/cell number, email, date of birth, country of domicile **Personal descriptors** - name, gender, nationality, photos (e.g. passport copies) **Financial details** - bank account, account positions, history, etc. payment instructions, transfers, deliveries of cash / securities. **Authentication data** - passwords, User ID, date of birth, place of birth **National or regional ID numbers** - social security numbers, national insurance numbers, driving license numbers, passport numbers, tax numbers or similar ID numbers issued by a governmental authority, whether captured in full or in part **Business contact details** - Business address, business email address, business phone numbers **Transactional data** - Transactions associated with accounts or attributed to individuals.
Types of sensitive personal data	The following data may come to PDDS in the course of providing ODD Services to assist PDDS in meeting our AML duties and/or financial crime duties: • Political/Trade Union opinions or affiliations, subscriptions and memberships • Ethnicity: Race, colour, ethnic origin • Religious or other similar belief • Criminal Convictions and Offences: including sentences
Categories of Data Subject	• Underlying investors • Ultimate Beneficial Owners and their appointed agents or

	representative • Employees • Directors • Controlling party of an investor • Associated third parties • Authorised signatories • Customer
Obligations and rights of the Client (as data controller)	As set out in this Agreement.

Annex A

For the purposes of this Annex A, unless indicated otherwise, all terms shall have the same meanings as are given to them in the GDPR. The parties agree that all applicable clauses of the Standard Contractual Clauses shall apply to a Restricted Transfer under the terms of this Agreement, and specifically,

A.   where PDDS is acting as a processor MODULE FOUR will apply,

B.   unless PDDS is acting as a controller, then MODULE ONE will apply.

C.   and, irrespective of whether it is acting as a controller or processor, it shall comply with all sections that do not specify MODULE ONE or MODULE FOUR.

D.   Where PDDS appoints a Sub Processor in accordance with the terms of this Agreement such Sub-Processor will only be retained in accordance with the terms of this Agreement and MODULE THREE will apply.

Annex B

The parties agree that the International Data Transfer Addendum (https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf) issued by the UK Information Commissioner's Office in respect of the EU Standard Contractual Clauses shall apply to all relevant transfers of data to third countries under the terms of this Agreement.

SIGNATURE	
Signed for and on behalf of PDDS by:	**Signed for and on behalf of the Client by:**
Signed..	Signed..
Name...	Name...
Position...	Position...
Date...	Date...

APPENDIX 1 – SOW Pro-Forma

STATEMENT OF WORK

[INSERT DATE]

BETWEEN

[ ] whose registered office is at [ ] which shall hereinafter be referred to as the "Client"

AND

perFORM Due Diligence Services Limited whose registered office is at The Scalpel, 18th Floor, 52 Lime Street, London, EC3M 7AF, UK which shall hereinafter be referred to as "PDDS".

STATEMENT OF WORK

This Statement of Work ("SOW") describes the requirements for the supply of services between perfORM Due Diligence Services Limited ("PDDS") and [ ] (the "Client"), together for the purposes of this SOW as the "Parties".

This SOW has been executed and delivered pursuant to Framework Contract dated [ ] ("PDDSFC") between PDDS and [ ] and is a Statement of Work as defined in the PDDSFC. This SOW shall be incorporated by reference to the PDDSFC and become a part of and be governed by the PDDSFC upon execution hereof by both parties. In the event of conflict between these terms and those contained within the PDDSFC, the terms contained within this SOW shall take precedence.

CONTRACT INFORMATION

PDDS Address (contracting entity)	The Scalpel, 18th Floor, 52 Lime Street, London, EC3M 7AF, UK
Client Address (contracting entity)	[ ]
Services Short Description	[ ]
Supplier Contact (contractual)	[ ]
Client Supply Management Negotiator	[ ]
Client Business Representative	[ ]
Services Start Date	[ ]
Services End Date	[ ]
Termination Period	[ ]
Invoicing Frequency and Timing	[ ]

1. SUMMARY

[ ]

2. SCOPE OF SERVICES / DELIVERABLES

[ ]

3. DELIVERY PROCESS

[ ]

4. ASSUMPTIONS & DEPENDENCIES

[ ]

5. PLACE OF PERFORMANCE

[ ]

6. GOVERNANCE

[ ]

7. CHARGES AND PAYMENT

[ ]

SIGNATORIES

This SOW is governed in all respects by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts.

In witness whereof, the parties have caused this SOW to be signed by their duly authorised representation for and on behalf of them.

FOR AND ON BEHALF OF: perfORM Due Diligence Services Limited

Signature ....

Print Name ....

Title ....

Date ....

FOR AND ON BEHALF OF: [_____]

Signature ....

Print Name ....

Title ....

Date ....