

BRITISH VIRGIN ISLANDS DATA PROCESSING ADDENDUM

This Data Processing Addendum (Addendum) is effective April 2026 and deemed to be incorporated into all Service Agreements pursuant to which any Ascentium 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 Ascentium 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 Ascentium 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, Ascentium 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 Ascentium 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 Ascentium to process personal data in connection with the Service Agreement may continue to do so, and in particular each member of the Ascentium Group, each other Ascentium entity and each any Law Firm engaged by or for the Serviced Entity (as applicable) are permitted to process personal data on behalf of Ascentium.
- 4.2 The Serviced Entity acknowledges that, in performing its obligations pursuant to the Service Agreement, Ascentium may from time to time transfer personal data to a sub-processor. By continuing to engage Ascentium, the Serviced Entity approves and consents to such transfer of any personal data from Ascentium to the sub-processors subject to clause 5.
- 4.3 Ascentium 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 Ascentium engages any third party to process personal data on behalf of a Serviced Entity, Ascentium 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, Ascentium 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, Ascentium 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 Ascentium 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 Ascentium may require the Serviced Entity to reimburse Ascentium's reasonable costs and expenses in providing such assistance.

6.2 Ascentium further agrees to notify the Serviced Entity if it or any sub-processor receives a request for personal data.

7 BREACH NOTIFICATION

7.1 Ascentium will notify the Serviced Entity without undue delay if Ascentium becomes aware of a personal data breach.

7.2 Following such notification, Ascentium 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 Ascentium 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 Ascentium 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, Ascentium 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 Ascentium for any damages Ascentium 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 Ascentium pursuant to the Service Agreement will apply if Ascentium 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 ASCENTIUM AS DATA CONTROLLER

11.1 By continuing to engage Ascentium, the Serviced Entity agrees that Ascentium may process personal data for purposes such as but not limited to the below and in so doing, Ascentium 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 Ascentium for money laundering checks and related purposes in relation to the provision of Services.