

STANDARD TERMS AND CONDITIONS

1. Introduction

These Standard Terms and Conditions (the “**Terms**”) will apply to any services we provide to you (“**you**” or the “**Client**”) whether such services are subject to a separate mandate or engagement letter (the “**Engagement Letter**”). The terms of any Engagement Letter shall prevail to the extent that they are inconsistent with these Terms and will supersede any previous standard terms and conditions.

These Terms shall also apply to any future contractual relationship related to or in connection with the Engagement Letter even if these Terms are not expressly referred to in collateral contracts.

Please signify your agreement to the provisions of these Terms by signing and returning the enclosed duplicate copy. These Terms shall commence with immediate effect.

2. Our Relationship with You

We will provide to you such services as are described in the Engagement Letter or otherwise agreed between us (the “**Services**”).

Alantra Partners, S.A. develops through affiliates, subsidiaries (the “**Alantra Group**”) its business in different countries. As part of the Alantra Group we may appoint one or more members of the Alantra Group, or such other person or persons as we think fit to act as agent, delegate, sub-contractor or otherwise in connection with or pursuant to the Services. Nevertheless, we alone will be responsible to you for the performance of the Services and our other obligations in the terms set forth in these Terms and the Engagement Letter. References in these Terms or in the Engagement Letter to “Alantra”, “we” and “us” shall, save where the context otherwise requires, include any such companies, affiliates, agents, delegates or subcontractors.

We will provide the Services to you as an independent contractor and not as your employee, agent, partner, or joint venture. Neither you nor we have any right, power or authority to bind the other.

We will not be responsible: (i) for giving or obtaining commercial advice or special advice or service in areas which are outside our expertise, such as that normally carried out by a legal, accountancy, tax or environmental adviser, or where you will (or customarily would) have other advisers involved; and (ii) for those matters for which you have agreed to provide or procure by persons other than ourselves.

In providing the Services, we assume that all your directors and other officers and employees named by you from whom we receive instructions are duly authorised to give any such instructions. We are authorised to do anything which is reasonable or necessary either for us to perform the Services or to comply with any applicable laws, rules, regulations, authorisations, consents or practices as may be reasonable or appropriate.

3. Fees and Expenses

In addition to the fees for providing the Services as agreed in writing in the Engagement Letter you shall reimburse to us all reasonable and justified expenses incidental to, or incurred in connection with, the transaction(s) or matter(s) in respect of which the Services are provided which will be billed from time-to-time. Generally, these represent travel, accommodation, document production, external legal counsel, telecommunications, courier costs and other out of pocket expenses that support the engagement.

You shall pay your own fees and expenses incurred in connection with the transaction(s) or matter(s) in respect of which the Services are provided, including without limitation, those related to your legal counsels and auditors, any due diligence investigations conducted by third parties commissioned by you, the cost of any investor presentations, fees, and printing costs.

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All amounts payable to us shall be paid to free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, duties, or charges. If applicable, all amounts charged will be invoiced together with value added tax or any other similar taxes.

All amounts payable by you shall be payable within 30 days of presentation of an invoice by us.

4. Liability

You may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any indirect damages in connection with claims arising out of these Terms or the Engagement Letter or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

Neither you nor we shall be liable to the other party for any delay and/or failure to perform in accordance with these Terms and the Engagement Letter if such delay and/or failure are as a result of events beyond the reasonable control of that party (including, without limitation, fire and flood, acts of government).

Our liability for any loss or damage, however caused, suffered by you (or by any other party) arising from or in connection with the Services, shall be limited to the amount specified in the Engagement Letter, if any, or if no amount is specified there, to the fees paid or payable to us in respect of the specific service giving rise to the liability in accordance with the terms of the Engagement Letter.

You shall make any claim relating to the Services or otherwise under the Engagement Letter no later than 4 years after the completion of the Services or the date on which our engagement is terminated.

The limitations in the two paragraphs above will not apply to such kind of losses or damages to the extent (and only to the extent) it is mandatorily prohibited by applicable law or regulations to limit such kind of losses or damages as limited in these Terms.

Any responsibility on our side shall be assumed by the Alantra Group company signatory of the Engagement Letter and, accordingly, you may not make a claim or bring proceedings relating to the Services or otherwise under these Terms or the Engagement Letter against any other company of the Alantra Group, our subcontractors, members, shareholders, directors, officers, partners, principals or employees (the “**Alantra Persons**”).

Subject always to the aggregate limitation on our liability as per this clause, if we are liable to you under these Terms or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, winding-up or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

We accept the benefit of the limitations in this clause on our own behalf and as agent and trustee for each and all other Alantra Persons who may be or might have been involved in delivering the Services and the involvement of any such Alantra Persons in the delivery of the Services is on the basis of your acceptance of these limitations.

5. Indemnity

Given that we and the Alantra Persons will act *vis-à-vis* third parties as an intermediary to the Client in the transaction(s) or matter(s) in respect of which the Services are provided following the Client's instructions, you shall indemnify us and the relevant Alantra Persons (each, an “**Indemnified Party**”), to the fullest extent permitted by applicable law against any and all losses, claims, damages or liabilities (or actions in respect thereof) relating to, or incurred in connection with, such transaction(s) or matter(s) and will reimburse any Indemnified Party for all expenses (including reasonable legal fees and expenses) as they are incurred in connection with the investigation, preparation or defence of any such action or claim, except where a court of

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competent jurisdiction has rendered a final judgment that such action or claim resulted primarily from our gross negligence, fraud or wilful misconduct.

6. Force Majeure

Neither you nor we shall be liable for breach of these Terms or the Engagement Letter (other than payment obligations) caused by circumstances beyond your or our reasonable control.

7. Data Protection

If to provide our Services we need to process personal data on your behalf we will do so on the terms of the [Appendix](#) to these Terms.

8. Consents and Regulatory Undertaking

You confirm that (save as disclosed to us in writing) you have maintained, and agree that you will maintain, all necessary consents and authorisations for us to carry out the Services and for the transaction or matters contemplated by the Engagement Letter and these Terms to be implemented in full. You agree that, in so far as may be relevant to the Services you will comply with all applicable laws and regulations in any relevant jurisdiction.

To the best of your knowledge, neither you, any of your affiliates nor any of its respective directors, officers, or employees (i) is currently the target of any international economic or financial sanctions or trade embargoes administered or enforced by the U.S., the United Nations Security Council, the European Union or other applicable sanctions authority ("**Sanctions**"); (ii) is engaged or has been engaged (within the previous five (5) years) in any dealings or transactions prohibited by Sanctions; (iii) is under administrative, civil or criminal investigation for an alleged violation of, or receive notice from or made a voluntarily disclosure to any competent authority that enforces Sanctions, anti-money laundering laws or anti-corruption laws; and (iv) will use the funds received in the transaction or matters contemplated by the Engagement Letter and these Terms, directly or indirectly, for the benefit of activities or parties subject to or in violation of Sanctions, including anyone listed on Sanctions lists. You shall promptly inform us in writing (email shall suffice) if you have breached the representation and warranty above or if you have reason to believe that such representation and warranty has been breached.

9. Information, Deliverables and Publicity

You will furnish or cause to be furnished to us such information as we believe appropriate to carry out the Services and for the transaction or matters contemplated by the Engagement Letter and these Terms to be implemented and you will provide us with access to your officers, directors, employees, auditors, counsels and other representatives.

You will provide us with such assistance as may be necessary (including, where relevant, the provision of identification documents) to enable us to comply with our obligations under any applicable law or regulation and, especially, under anti-money laundering legislation. You are responsible for notifying us of any change that could affect or amend the information provided.

We will rely on the accuracy and completeness, without independent verification, of any information we receive in connection with this engagement. We will not independently evaluate or appraise any assets or liabilities that may be involved in this engagement. Consequently, you will be solely responsible for the content of the information furnished to us that is used during our engagement and it should not be understood that we, through the elaboration of the documents regarding the transaction or matters contemplated by the Engagement Letter and these Terms (hereinafter the "**Deliverables**"), guarantee the completeness or accuracy of the content of such Deliverables.

The Deliverables are provided solely for your benefit and use. You agree that you shall not, without first obtaining our prior written consent, use our Deliverables, in whole or in part, for any purpose other than the specific purpose for which they were prepared, nor disclose it to any person other than to your other professional advisers who are advising you in connection with the transaction or matter to which the Services relate (who may not rely on our advice). For the avoidance of any doubt the term Deliverables includes, but is not limited to, reports, advice, memoranda and financial models prepared by us in connection with the Services.

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The criteria used to prepare the Deliverables are based on estimates of future results and in light of the inherent uncertainties of any information concerning the future, some of these hypotheses might not materialise as defined therein. Also, the Deliverables are based on current economic and market conditions and, in case these vary in the future, they should be revised. In light of the foregoing, neither we nor any Alantra Person, auditors, counsels and other representatives accept any responsibility whatsoever for damages or losses that, directly or indirectly, may derive from the decisions that are adopted based on the Deliverables, nor of the use that the recipients make of the Deliverables.

We shall retain ownership of the copyright and all other intellectual property rights in the Deliverables whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any Deliverable in its tangible form on payment of our fees.

You acknowledge and agree that we may describe or refer to our involvement in any transaction resulting from this engagement and the Services rendered in any advertisements placed in financial or other newspapers and journals (at our expense) and in any pitch, presentation or other such similar marketing materials which the Alantra Group uses as part of its ordinary course of services, in the web page of the Alantra Group or in its annual reports.

10. Confidentiality

In the course of our engagement, you may provide to us with information which is not available to the general public. We will treat this information as confidential and agree not to disclose it without your prior written consent. This confidentiality undertaking does not apply to: (i) Information which is or becomes publicly available otherwise than as a result of a breach of this undertaking by us; (ii) Information which was already in our possession; and (iii) Information required to be disclosed by law or the rules of any regulatory authority with which we or our relevant representatives are required to comply.

11. Full Services Firm

The Alantra Group is engaged in asset management and securities trading and brokerage, as well as providing capital markets and financial advisory services. As required by applicable laws, regulations and necessary and appropriate internal policies, the Alantra Group has in place "Chinese wall" procedures generally separating sales, trading and asset management areas of the firm from financial advisory. Accordingly, in the ordinary course of Alantra Group's trading, brokerage, financing services and asset management, the Alantra Group may at any time manage, hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities or loans of any company that may be involved in the transaction. It is further agreed that, to the fullest extent permitted by law, this engagement and the transactions contemplated hereunder do not give rise to any duties (including, without limitation, fiduciary, equitable, or contractual, and including any duties of confidentiality) which would preclude or limit in any way the ability of the Alantra Group to provide similar services to other customers, or otherwise to act on behalf of other customers; provided that no confidential information about you or obtained from you may be disclosed to or used by such other teams acting on behalf of such other customers. The Client acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the Alantra Group may be prohibited from disclosing information to you (or such disclosure may be inappropriate), including information as to the Alantra Group's possible interests as described in this paragraph and information received pursuant to client relationships.

Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, we may consider that, even with Chinese Walls operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the agreement with you and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take such step.

12. Client Classification

In providing our Services under this Engagement Letter, we have classified you in accordance with Chapter 3 (*Client Categorisation*) of the Conduct of Business Sourcebook (COBS) of the FCA Handbook, as amended. This classification applies only to the Services deemed as regulated activities as defined in the Financial

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Services and Markets Act 2000 (FSMA) and does not apply to Services that are not regulated activities for the purposes of FSMA.

Where the contracting entity is Alantra Corporate Finance LLP:

We conduct regulated business with Professional Clients, Eligible Counterparties, and Retail Clients. You have been categorised as a Per Se Professional Client if you meet the criteria in COBS 3.5.2R. If you do not meet these criteria, the option to be treated as an Elective Professional Client may be available to you upon your request and at our discretion, if you satisfy the qualitative test in COBS 3.5 and provide the necessary written confirmations. If you do not qualify as either a Per Se or Elective Professional Client, you have been categorised as a Retail Client for the purposes of regulated activities. This occurs where you are an individual or an unregulated undertaking (excluding institutional investors, government bodies and other categories specified in COBS 3.5.2R) that does not satisfy the financial thresholds relating to balance sheet total, net turnover, or own funds as specified in COBS 3.5.2R. As a Retail Client, you will receive the highest level of regulatory protection available under the FCA Handbook, to the extent that those protections apply to Corporate Finance Business which qualifies as MiFID Optional Exemption Business, each capitalised term having the meaning given in the FCA Handbook.

Where the contracting entity is Alantra Corporate Portfolio Advisors International Limited:

We conduct regulated business with Professional Clients and Eligible Counterparties only. You have been categorised as a Per Se Professional Client if you meet the criteria in COBS 3.5.2R. Where you do not meet these criteria, we may, at our discretion, have classified you as an Elective Professional Client if you meet the qualitative and, where applicable, quantitative tests in COBS 3.5, and you have confirmed in writing, in a separate Client Categorisation Letter, that you wish to be treated as an Elective Professional Client, and that you understand and accept the reduced regulatory protections. The qualitative test involves an assessment of your knowledge, experience, and expertise to ensure you are capable of making your own investment decisions and understanding the risks involved.

Where, for the execution of a transaction, we rely on an Alantra affiliate holding the necessary authorisations and approvals to provide investment services in the European Union in accordance with Directive 2014/65/EU on markets in financial instruments ("**EU MiFID**"), we confirm that you have also been categorised by that Alantra affiliate in accordance with the client classification rules under EU MiFID, and that your classification under EU MiFID is the same as your classification under UK COBS. If your classification under EU MiFID differs from your classification under UK COBS, we will inform you in writing.

13. Conflict of Interest

Circumstances may arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of our other clients. We have in place a conflicts of interest policy and arrangements to identify and prevent or manage conflicts of interest that arise between ourselves or our employees and our clients, between our affiliates and subsidiaries in the Alantra Group and between our different clients. However, these may not always be sufficient to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented. Where we do not consider that the effective organisational or administrative arrangements established under our conflicts of interest policy are sufficient to prevent or manage a particular conflict so to ensure that the risk of damage to your interests will be prevented, we will inform you of the general nature of the conflict and the steps taken to mitigate those risks.

14. Termination

Either of us may terminate the arrangements between us by giving the other a fifteen (15) day prior written notice which shall be effective upon receipt, or, if it is received on a day that is not a business day, then the next business day.

All accrued rights and liabilities of the parties hereunder, or under the Engagement Letter (including, without limitation our rights to receive fees and expenses) and the terms of Clauses 3, 4, 5, 7, 9, 10, and 14 through 17, shall survive and remain in full force and effect, notwithstanding any termination or expiry of these Terms.

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15. Miscellaneous

These Terms and the Engagement Letter constitute the entire agreement between us as to the Services and the other matters it covers, and supersede all prior agreements, understandings and representations with respect thereto.

If any of the terms of these Terms or the Engagement Letter shall be held to be invalid, illegal or unenforceable, such term or terms shall be deemed not to form part of our agreement and without prejudice to the enforceability of the remaining terms provided always that if any such deletion substantially affects or alters the commercial basis of our agreement, the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

These Terms and the Engagement Letter may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement.

No failure or delay by you or us in exercising any of its rights under these Terms or the Engagement Letter will operate as a waiver of such rights, nor will any single or partial exercise will preclude any further exercise of such rights.

Any notice or consent to be given hereunder or under an Engagement Letter shall be deemed duly served and received upon receipt of a registered letter with acknowledgment of receipt, telegram with acknowledgment of receipt, fax or e-mail to the addresses, faxes and e-mails last notified by you to us and last notified by us to you.

16. Jurisdiction

Any dispute, controversy or claim arising out of, or in connection with, the Services or these Terms and/or the Engagement Letter (including any question about their existence, validity or termination or of any non-contractual obligations arising out of or in connection with them) shall be referred to and finally resolved in by the courts of the city of London.

17. Governing Law

The governing law of these terms of business shall be the laws of England and Wales.

Executed by:

Name:
Authorised signatory

Agreed and accepted,

Client:

Name:
Authorised signatory

Appendix Data Processing Rules

1.1 The following definitions shall apply in this Appendix:

- **“Client Personal Data”** means any Personal Data that the Client transfers or makes available to Alantra to provide the Services;
- **“Data Protection Law”** means any legislation, regulation, directive statute, or other enactment, applicable to Alantra or the Client, relating to data protection or the Processing of Personal Data, including, without limitation: (1) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of such data (the **“EU GDPR”**), and any other such laws in the European Economic Area (**“EEA”**) (collectively, **“European Data Protection Law”**); (2) all such laws in the United Kingdom of Great Britain and Northern Ireland (**“UK”**) including the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **“UK GDPR”**) and the UK Data Protection Act 2018 (collectively, **“UK Data Protection Law”**); and (3) all and any national implementing, derivative or related legislation, regulation statute or enactment and any statutory or binding regulatory guidance applicable in a country where Alantra or the Client operates, each as amended, extended, repealed and replaced, or re-enacted from time to time;
- **“ICO”** means the Information Commissioner’s Office;
- **“Transfer Clauses”** means Sections I, II, III and IV (as applicable) in so far as they relate to Module Four (Processor-to-Controller) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021; and
- **“Controller”, “Data Subject”, “Data Protection Impact Assessment”, “Personal Data”, “Personal Data Breach”, “Process/Processing/Processed”, “Processor”, “Representative” and “Supervisory Authority”** shall have the same meaning as in the EU GDPR, or where the same or similar terms are used under Data Protection Law, the meanings given to such terms under such Data Protection Law.

1.2 As the Controller, the Client shall comply with all the duties and obligations imposed from time to time on Controllers by Data Protection Law and, without prejudice to the foregoing, with respect to any Client Personal Data, the Client warrants and undertakes that the Client’s Processing, including the transfer to Alantra of that Personal Data, is and will be carried out in accordance with Data Protection Law. The Client shall indemnify and keep Alantra indemnified from and against any and all losses, costs, expenses, claims and other liabilities (including, without limitation, any fines) incurred by Alantra as a result of any breach of this clause 1.2.

1.3 Without prejudice to Alantra’s obligation to comply with Data Protection Law when it acts as a Controller, Alantra, when it acts as the Client’s Processor, shall comply with Data Protection Law insofar as it specifically imposes duties and obligations on Processors and shall:

- (i) Process Client Personal Data only on documented instructions provided by the Client in the Engagement Letter, including in regard to the transfer of any of the Client Personal Data to a country outside the EEA, the UK or an international organisation, unless required to do so by European Union,

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Member State or UK law to which Alantra is subject; and in such a case, Alantra shall inform the Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

- (ii) where Members of the Alantra Group, as an international group, share Personal Data through their internal systems between their offices outside the EEA or the UK, implement appropriate safeguards and provide for enforceable Data Subject rights and effective legal remedies for Data Subjects, unless the European Commission, the UK Government or other competent body has decided that the country in question ensures an adequate level of protection;
- (iii) take all reasonable steps to ensure the reliability of staff having access to the Client Personal Data and ensure that persons authorised to Process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iv) pursuant to article 32 of the EU GDPR (or UK GDPR, as applicable), Alantra has implemented the technical and organisational security measures as set out in Section 3 of **Schedule 1** **Error! Reference source not found.** to this Appendix.
- (v) not engage another party (a “**Sub-processor**”) to Process the Client Personal Data without the Client’s authorisation. The Client irrevocably gives Alantra general authorisation to engage Sub-processors provided that Alantra shall:
 - (a) ensure such Sub-processor’s Processing of such Personal Data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Data Protection Law or where such Processing is otherwise deemed to be subject to adequate levels of protection under Data Protection Law;
 - (b) ensure the terms and conditions on which such Sub-processor processes such Personal Data are not less onerous than those in this Appendix;
 - (c) inform the Client of any intended changes concerning the addition or replacement of any Sub-processor, giving the Client the opportunity to object to such changes; and
 - (d) provide the Client with an up to date list of relevant Sub-processors on request and shall remain fully liable to the Client for acts and omissions of Alantra’s Sub-processors;
- (vi) taking into account the nature of the Processing, assist the Client by the technical and organisational measures described in Section 3 of **Schedule 1** to this Appendix, insofar as this is possible and provided that the Controller cannot do it by itself, for the fulfilment of the Client’s obligation to respond to requests for exercising the Data Subject’s rights laid down in Data Protection Law (including Chapter III of the EU GDPR or the UK GDPR, as applicable);
- (vii) provide reasonable assistance so as to enable the Client to ensure compliance with any obligations it may have in respect of data security, Personal Data Breach notification, Data Protection Impact Assessments, and consultations with any Supervisory Authority (including the ICO), pursuant to Data Protection Law (including Articles 32 to 36 of the EU GDPR or the UK GDPR, as applicable) taking into account the nature of Processing and the information available to Alantra and provided that the Controller cannot do it by itself;

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- (viii) at the choice of Client, promptly delete or return all the Client Personal Data to the Client after the end of the provision of Services relating to Processing or on the termination of the Agreement (whichever is earlier), and delete existing copies unless the law or any competent court, regulatory or other competent body requires Alantra to keep any of the Client Personal Data, in which case Alantra shall cease all Processing of the Client Personal Data except as required by law or any competent court, regulatory or other competent body and keep the Client Personal Data we retain secure and delete it on the expiry of the period for which we are obliged to keep it; and we may keep Client Personal Data which has been created pursuant to automatic back-ups of our IT systems;
- (ix) make available to the Client all information necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Articles 28 and 30 of the EU GDPR or the UK GDPR, as applicable) and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client; notify the Client without undue delay upon becoming aware of an actual or reasonably suspected Personal Data Breach affecting Client Personal Data. The notification shall at least specify:
 - (a) the time, date and location of the Personal Data Breach and a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned and approximate type and number of Client Personal Data records concerned;
 - (b) where possible, a description of the likely consequences of the Personal Data Breach; and
 - (c) measures taken and/or to be taken to mitigate the consequences of the Personal Data Breach; and
- (x) notify the Client promptly of any:
 - (a) request received by Alantra for disclosure of the Client Personal Data by a law enforcement authority unless such notification is prohibited by law;
 - (b) request received by Alantra directly from a Data Subject relating to Client Personal Data; or
 - (c) request or inquiry received by Alantra from a Supervisory Authority (including the ICO) relating to Alantra's Processing of the Client Personal Data.

1.4 The subject matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects are set out in Section 2.1 of **Schedule 1** of this Appendix.

1.5 International transfers of Client Personal Data:

- (i) In the event that Client Personal Data Processed by Alantra is subject to restrictions under Data Protection Law concerning international transfers of Personal Data, the parties shall take all necessary steps to provide the Client Personal Data with an adequate level of data protection during and after any such international data transfers in compliance with this clause 1.5.
- (ii) Where the provision of the Services involves the transfer of Client Personal Data that is subject to European Data Protection Law and where such Client Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of European Data Protection Law, the Client and Alantra agree to the Transfer Clauses in

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accordance with **Schedule 2** as amended by the UK Addendum to the Transfer Clauses in **Schedule 3**.

- (iii) In the event Data Protection Law requires any further steps to be taken in order to permit international transfers of Client Personal Data as contemplated under this Appendix (e.g., entering into additional country-specific cross-border transfer clauses, executing or re-executing the Transfer Clauses as separate documents setting out the proposed transfers), the Client and Alantra shall work together in good faith to ensure the lawful transfer of Client Personal Data consistent with Data Protection Law.
- 1.6 In the event of a dispute or claim brought by a Data Subject or investigation or action by a Supervisory Authority concerning the processing of the Client Personal Data against either or both of the Client or Alantra, they shall inform the other promptly about such dispute, claim, investigation or action and shall cooperate with a view to settling it amicably in a timely fashion.

Schedule 1 to Appendix Data Processing Details

1. List of parties (applicable to the extent the Transfer Clauses apply)

Data exporter: Alantra. **Data importer:** Client. The activities relevant to the transfer of Client Personal Data under the Transfer Clauses relate to the reception of the Services provided by Alantra under the Terms.

Contact person's name, position and contact details for **Data Exporter** (Alantra): Same as in the Engagement Letter.

Contact person's name, position and contact details for **Data Importer** (Client): Same as in the Engagement Letter.

2. Description of Processing/Transfer

2.1. Categories of Data Subjects

Data Subjects include the individuals about whom data is provided to Alantra in the course of the Services, by (or at the direction of) the Client, another third party or by Data Subjects. The Personal Data transferred may concern the following categories of Data Subjects and may arise out of prospective, historic or existing relationships between the Client and:

- partners, employees and other workers;
- clients and customers;
- advisors, consultants, other professional experts;
- affiliates, business partners (including suppliers), associates and contacts made in the course of Client's business; and
- any other data subjects who have a relationship with the four previous bullet points.

2.2. Categories of Personal Data

Personal Data relating to Data Subjects provided to Alantra in the course of the Services, by (or at the direction of) the Client, another third party or by Data Subjects.

Examples of Personal Data may include contact details, personal details such as gender and date of birth, financial details, employment and educational details, family, lifestyle and social circumstances.

2.3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

Not applicable.

2.4. The frequency of the processing/transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Continuous basis.

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2.5. Nature and purpose of Processing

Alantra will process Personal Data for the purposes of providing the Services in accordance with the Terms and the Engagement Letter. Personal Data will be subject to the following basic processing activities (please specify):

- Receiving data, including collection, accessing, retrieval, recording, and data entry.
- Holding data, including storage, organisation and structuring.
- Updating data, including correcting, adaptation, alteration, alignment and combination.
- Protecting data, including restricting, encrypting, and security testing.
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available.
- Returning data to the data exporter or data subject.
- Erasing data, including destruction and deletion.

2.6. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As long as the Engagement Letter is in force.

2.7. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Not applicable.

3. Technical and organisation measures including technical and organisational measures to ensure the security of the personal data.

The following organisational and protection measures apply:

3.1. Government and policies

- (i) ALANTRA has within its organisation a person responsible for the personal data protection (Data Protection Officer).
- (ii) ALANTRA has mechanisms for communication and acceptance by employees around information security and personal data protection

3.2. Access control to premises, facilities and assets to prevent unauthorised persons from gaining access to data processing systems for processing or using Customer Data or Personal Data.

ALANTRA has deployed the following measures to control access to systems and data:

- (i) ALANTRA has not on-premises server infrastructure and holds its information in external Data Centres and on Microsoft Cloud.
- (ii) ALANTRA's Data Centres are provided by industry recognized tiered providers, with:
 - Multiple certifications that may include: ISO 9001, 14001, 27001, 50001, and OHSAS 18001.
 - 24-hour security.
 - Restricted access with mechanisms for physical access control to the facilities.

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3.3. *Access control to systems to prevent data processing systems from its potential unauthorized access and use.*

- (i) ALANTRA user accounts are required to access ALANTRA systems. Access is restricted to authorised support personnel and the assigned system owner.
- (ii) ALANTRA has an identity management system which is aligned with the ALANTRA human resources processes providing full lifecycle management for ALANTRA Users Accounts and access to data.
- (iii) ALANTRA user accounts and access are revoked immediately upon termination of employment of such ALANTRA user account, including disconnection of active remote access sessions.
- (iv) ALANTRA user accounts are generated on a per-individual basis and are required to access ALANTRA systems.
- (v) ALANTRA has implemented the following policies to prevent data processing systems from being used without authorisation:
 - Unique user identifiers (User IDs) to ensure that activities can be attributed to the responsible individual.
 - Controls to ensure generated initial passwords must be reset on first use.
 - Controls on the number of invalid login requests before locking out a User.
 - Controls to force a User password to expire after a period of use.
 - Controls to terminate a User session after a period of inactivity.
 - Password history controls to limit password reuse.
 - Password length controls Password complexity requirement.
- (vi) ALANTRA has in place the following measures for administrator accounts:
 - Use of different accounts for privileged access and day-to-day access.
 - Existence of a process for periodic review of identities.
 - Out of the Corporate Network a second factor of authentication is required to gain access to the Office 365 platform.

3.4. *System and application security*

- (i) ALANTRA has implemented a secure configuration guide for the installation of operating systems, application server, databases and network equipment.
- (ii) ALANTRA applies good security practices to protect the integrity of the Domain Name System (DNS) areas.
- (iii) ALANTRA has implemented malware detection mechanism in systems handling personal data (e.g. endpoints, server applications, databases).
- (iv) ALANTRA has an up-to-date process of identification, assessment and timely installation of security updates and patches if applicable.
- (v) ALANTRA has implemented a network segmentation according to the nature and importance of the information process, supported by network segregation mechanism (firewalls, VLAN).
- (vi) ALANTRA has implemented at its headquarters network access control mechanisms allowing access only to authorised devices (e.g. identified through internally recognized digital certificates).

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- (vii) ALANTRA has with secure remote access mechanisms (SSL VPN) with a strong authentication mechanism.

3.5. *Availability control to ensure that Personal Data and Customer Data are protected against accidental destruction or loss and Business Continuity.*

- (i) ALANTRA has back-up policies which in many instances are executed daily.
 - (ii) ALANTRA has a 24/7 network and security operations centres to respond to network and security related incidents and provide continuous monitoring of our systems.
 - (iii) ALANTRA maintains a formal incident response and cyber crisis plan that includes standard actions and engagement for incident handling that includes notification to the customer or the relevant individual or entity and authorities.
 - (iv) ALANTRA maintains a formal incident response and cyber crisis plan that includes standard actions and engagement for incident handling that includes notification to the customer (or the relevant individual or entity) and authorities.
 - (v) **Disaster recovery.** ALANTRA or its Sub-processor may utilise disaster recovery with separate required hardware, software, and Internet connectivity, in the event ALANTRA's Sub-processor production facilities at the primary Data Centre were to be rendered unavailable. ALANTRA's Sub-processor has disaster recovery plans in place and tests them at least once per year.
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Schedule 2 to Appendix

Transfer Clauses

1. The parties' signature to the Terms shall be considered as signature to these Transfer Clauses.
2. Clause 7 of the Standard Contractual Clauses (Docking Clause) shall apply.
3. The option under Clause 11 of the Standard Contractual Clauses (Redress) shall not apply.
4. For the purposes of paragraph (a) of Clause 13 of the Standard Contractual Clauses (Supervision), the Data Exporter shall be considered as established in an EU Member State.
5. The governing law for the purposes of Clause 17 of the Standard Contractual Clauses (Governing law) shall be the laws of England and Wales.
6. The courts under Clause 18 of the Standard Contractual Clauses (Choice of forum and jurisdiction) shall be the courts of the city of London, England.
7. The contents of Section 1 of **Schedule 1** to Appendix of these Terms (respective roles of the parties) shall form Annex I.A to the Transfer Clauses (*List of Parties*).
8. The contents of Section 2 of **Schedule 1** to Appendix of these Terms (Description of Processing/transfer) shall form Annex I.B to the Transfer Clauses (*Description of Transfer*).
9. The UK Data Protection Authority shall act as competent supervisory authority for the purposes of Annex I.C of the Transfer Clauses (*Competent Supervisory Authority*).

**Schedule 3 to Appendix
UK Addendum to Transfer Clauses**

I. Parties

Start date	The date of signature of the Engagement Letter and the Terms.	
The Parties	Exporter (i.e. who sends the Restricted Transfer)	Importer (i.e. who receives the Restricted Transfer)
Parties' details	ALANTRA	Client
Key Contact	Please see Schedule 1 of Appendix of these Terms.	Please see Schedule 1 of Appendix of these Terms.
Signature (if required for the purposes of Section 2)	Client's signature to these Terms shall be considered as signature to this UK Addendum.	Alantra's signature to these Terms shall be considered as signature to this UK Addendum.

II. Selected SCCs (Standard Contractual Clauses), Modules and Selected Clauses

Addendum EU SCCs	<p>The version of the Transfer Clauses which this Addendum is appended to, detailed in Schedule 2 to Appendix of these Terms, including the Appendix Information.</p> <p>Personal data received from the importer is not combined with personal data collected by the exporter.</p>
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III. Appendix Information

“**Appendix Information**” means the information which must be provided for the Transfer Clauses, and which for this UK Addendum is set out in **Schedule 1** to Appendix of these Terms.

IV. Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved	<p>Which Parties may end this Addendum as set out in Clause 14 of these Terms:</p> <p>Importer and Exporter</p>
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V. Mandatory Clauses

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses.