

TMF
GROUP

Global reach
Local knowledge

PERSONAL DATA PROTECTION POLICY

Client Personal Data Processing by TMF Group

March 2018 | Version 1.0



tmf-group.com



TABLE OF CONTENTS

GENERAL NOTICE	3
1. INTRODUCTION AND SCOPE	5
2. DEFINITIONS	6
3. PERSONAL DATA PROCESSED BY TMF	7
4. USE OF PERSONAL DATA	7
5. SUBPROCESSING	8
6. CONFIDENTIALITY AND SECURITY	8
7. CO-OPERATING WITH REQUESTS OF THE CLIENT	9
8. DELETION OR RETURN OF CLIENT PERSONAL DATA	10
9. INCIDENT MANAGEMENT	10
10. INTERNATIONAL TRANSFERS OF CLIENT PERSONAL DATA	11
11. INDEMNIFICATION	12
12. CONTACT US	12
REFERENCE TO ASSOCIATED DOCUMENTS	13
REVISION HISTORY AND RECORDS	13



GENERAL NOTICE

This document falls under TMF Group Legal, Compliance & Risk Management governance control. The following applies to this document:

- ④ This document is controlled as part of TMF Group Legal, Compliance & Risk Management governance control.
- ④ No changes to this document are permitted without formal approval from the document owner.
- ④ This document is classified, version controlled and regularly reviewed.
- ④ Any questions regarding this document should be raised to the owner.
- ④ Distribution, modifications and access must be addressed based on TMF Group's Data Classification Policy.
- ④ The version of this document can be found on the cover page.
- ④ Revision details are described below.
- ④ This document may be available in various languages; however the version in the English language will prevail.



CLASSIFICATION	
Public	

STAKEHOLDERS	
Owner	Chief Privacy Officer
Approver	TMF Group Board / Risk & Compliance Committee
Custodian	General Counsel / Head of Group Legal, Compliance and Risk Management
Sponsor	CEO

REVIEW	
Period	Annual
Last review	March 2018
Status	Final
Approval on	1 March 2018
Effective date	1 March 2018

CONTACT POINT	
Contact	dataprotection@tmf-group.com



1. INTRODUCTION AND SCOPE

This Personal Data Protection Policy ("**Policy**") describes the privacy practices of TMF regarding the Processing of Personal Data of the directors, officers and employees and – to the extent applicable – the customers of the Client and/or the relevant Client Affiliates, as part of the provision of TMF Services to its Clients. This Personal Data can be stored on TMF systems, Client systems or third-party systems to which TMF is provided access to for the provision of Services. Where TMF provides Services to its Clients, TMF will be acting as Processor and the Client will be acting as Controller. This Policy applies globally to any and all Services provided by TMF to its Clients.

TMF Processes Personal Data on behalf of the Client in accordance with Data Protection Laws. Insofar necessary, the Service Agreement will be supplemented with an Addendum to set out any additional matters that are specific to the Client and cannot be regulated in this Policy.

This Policy does not apply to the collection of Personal Data through our website or through cookies with respect to which Personal data TMF can be considered Controller; we refer to our separate [Website Privacy Statement](#) and [Cookies Policy](#) for more information in this regard.

This Policy is available through the TMF Group website at the following link: <https://www.tmf-group.com/en/legal/data-protection/>. TMF reserves the right to update this Policy without consulting or pre-informing its Clients.

2. DEFINITIONS

The capitalized terms listed below have the follow meaning in this Policy:

- a. “**Client**” means the counterparty to the Service Agreement with TMF;
- b. “**Client Affiliate**” means any legal entity affiliated to the Client;
- c. “**Client Data Subjects**” shall mean the former and current directors, officers and employees and customers of the Client and Client Affiliates;
- d. “**Controller**” shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- e. “**Data Protection Laws**” means in relation to any Personal Data which is Processed in the performance of the Service Agreement, the General Data Protection Regulation (EU) 2016/679 (“GDPR”) together with all implementing laws and any other applicable data protection, privacy laws or privacy regulations;
- f. “**Personal Data**” means any information through which a Client Data Subject can be identified directly or indirectly;
- g. “**Processing**” means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- h. “**Processor**” shall mean the party, which Processes Personal Data on behalf of the Controller;
- i. “**Services**” means services TMF provides to the Client under the Service Agreement;
- j. “**Service Agreement**” means any written contract, any written statement of work, or any other written binding agreement, including any annexes thereto, between TMF and the Client;
- k. “**Subprocessor**” means any data processor appointed by Processor to process Personal Data on behalf of the Controller;
- l. “**TMF**” means TMF Affiliate that is the contracting entity to the Service Agreement;
- m. “**TMF Affiliate**” means with respect to any specified person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity. For the purpose of this definition, “control”, when used with respect of any specified person or entity means the power to direct or cause the direction of the management or policies of such



person or entity, whether through ownership of voting securities or by contract or otherwise. The terms “controlling” and “control” have meaning correlative to the foregoing. Specifically excluded from this definition are the shareholding companies controlling TMF Group B.V.

3. PERSONAL DATA PROCESSED BY TMF

The details of the Personal Data that will be Processed by TMF on behalf of the Client, including the duration, purpose and categories of Personal Data, will be set out in (the Addendum to) the Service Agreement.

4. USE OF PERSONAL DATA

TMF shall not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than:

- ① as necessary to process Personal Data to provide the Services and/or otherwise in accordance with the documented instructions of Client, or
- ① as required to comply with Data Protection Laws or other laws to which TMF is subject, in which case TMF shall (to the extent permitted by law) inform Client of that legal requirement before processing the Personal Data.

In addition, TMF is allowed to use aggregated data – to the extent this can no longer be considered Personal Data - for analysing purposes, for website and for internal operations, including troubleshooting, data analysis, testing, research, for statistical purposes and for improving the quality of its Services.

5. SUBPROCESSING

TMF may be required to appoint certain third parties to provide part of the Services to the Client or assist with providing technical support, such as IT service providers or other suppliers. By signing the Service Agreement, the Client authorises TMF to subcontract the Processing of Personal Data to Subprocessors. Subprocessors are in each case subject to the terms between TMF and the Subprocessor which are no less protective than those set out in this Policy and the Service Agreement. TMF will inform the Client of the details of such Subprocessor(s) upon written request from the Client. TMF will inform the Client in advance of any intended changes concerning the addition or replacement of Subprocessors and thereby give the Client the opportunity to object to such changes. If the Client does not object in writing within five (5) days of receipt of the notice, the Client is deemed to have accepted the new Subprocessor. If the Client does object in writing within five (5) days of receipt of the notice, TMF and the Client will discuss possible resolutions.

6. CONFIDENTIALITY AND SECURITY

TMF shall keep the Personal Data confidential and will instruct its staff and Subprocessors to the same. TMF shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risk required pursuant to applicable Data Protection Laws and, where the Processing concerns personal data of EU residents, shall take all measures required pursuant to article 32 GDPR. In assessing the appropriate level of security, TMF shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. The security measures are further described and specified in the document "[Statement of Continuity](https://www.tmf-group.com/en/legal/data-protection/)", which is published on the TMF website (<https://www.tmf-group.com/en/legal/data-protection/>) and forms an integral part of this Policy.



7. CO-OPERATING WITH REQUESTS OF THE CLIENT

TMF shall, upon request and to the extent required under Data Protection Laws, co-operate with requests of the Client that relate to the Processing of Personal Data. In particular, TMF shall co-operate with requests that relate to Client Data Subject rights, Data Protection Impact Assessments and audit rights as described below.

Client Data Subject rights: TMF shall co-operate as requested by the Client to enable the Client to comply with any exercise of rights by a Client Data Subject in respect of Personal Data and comply with any assessment, enquiry, notice or investigation under Data Protection Laws. Provided in each case that the Client shall reimburse TMF in full for all costs (including for internal resources and any third party costs) reasonably incurred by TMF performing its obligation under this section.

Data Protection Impact Assessment: TMF shall provide reasonable assistance to the Client with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of the Client which are required under Article 36 GDPR, in each case in relation to Processing of Personal Data by TMF on behalf of the Client and taking into account the nature of the processing and information available to TMF.

Audit rights: On reasonable request and notice and at the Client's expense, TMF will co-operate in the conduct of any audit or inspection, reasonably necessary to demonstrate TMF's compliance with the obligations laid down in this Policy, provided always that this requirement will not oblige TMF to provide or permit access to information concerning: (i) Supplier internal pricing information; (ii) information relating to TMF's other Clients; (iii) any of TMF non-public external reports; (iv) TMF confidential information, or (v) any internal reports prepared by TMF's internal audit function.

The Client's requests provided in this section 7. will be fulfilled in close co-operation with and under supervision of TMF's Chief Information Security Officer, TMF's Chief Privacy Officer, or similar TMF local officials.

8. DELETION OR RETURN OF CLIENT PERSONAL DATA

TMF will, at the choice of the Client, delete or return the Personal Data at the end of the provision of the Services relating to Processing, to the extent reasonably possible and unless (i) Data Protection Laws, (ii) any law, statute, order, regulation, rule, requirement, practice and guidelines of any government, regulatory authority or self-regulating organization that applies to the Services in the country where those Services are being provided (“Applicable Law”), or (iii) competent court, supervisory or regulatory body, require the retention of such Personal Data by TMF.

9. INCIDENT MANAGEMENT

TMF shall notify the Client without undue delay after becoming aware of a personal data breach, providing the Client with sufficient information which allows the Client to meet any obligations to report a data breach under Data Protection Laws. Upon request by the Client and at the full expense of the Client for all costs incurred by TMF (including for internal resources and any third party costs), TMF shall fully co-operate with the Client and take such reasonable steps as are directed by the Client to assist in the investigation, mitigation and remediation of each data breach, in order to enable the Client to (i) perform a thorough investigation into the data breach, (ii) formulate a correct response and to take suitable further steps in respect of the data breach in order to meet any requirement under the Data Protection Laws.

10. INTERNATIONAL TRANSFERS OF CLIENT PERSONAL DATA

In the event of international transfers of Personal Data between TMF and any Subprocessor, the following shall apply (insofar relevant):

- a. The Personal Data may, at the discretion of TMF, be transferred to (i) one or more of TMF's Affiliates in either one or more Member States of the European Economic Area ("EEA") or Switzerland on the basis of Data Protection Laws, or to (ii) one or more of the TMF's affiliates in one or more third countries on the basis of the [Binding Corporate Rules](https://www.tmf-group.com/en/legal/data-protection/), which are published on the website of TMF Group (<https://www.tmf-group.com/en/legal/data-protection/>). The Client or the relevant TMF Affiliate shall upon request of the Client Data Subject, provide the Client Data Subject with a copy of such Binding Corporate Rules and this Policy (without any business sensitive or confidential information). Where permitted by Data Protection Laws, TMF shall obtain all relevant authorizations or permits for such transfer of Personal Data based on such Binding Corporate Rules. Where Data Protection Laws do not allow TMF to obtain such authorization or permit for itself, the Client shall in a timely manner issue a power of attorney to the relevant TMF Affiliate to obtain such authorization or permit on behalf of the Client. Where the use of a power-of-attorney is not accepted under Data Protection Laws, the Client warrants that it has obtained all necessary authorizations or permits to allow TMF to share the personal Data with TMF's Affiliates in a third country.
- b. The Personal Data may (i) be transferred to one or more Subprocessors (other than TMF's Affiliates) in one or more Member States of the EEA or Switzerland on the basis of Data Protection Laws pursuant to the Clients permission ex section 5 of this Policy, or (ii) to one or more such Subprocessors in one or more third countries on the basis of an exception under Data Protection Laws, or (iii) on the basis of adequate safeguards added either, insofar as allowed under Data Protection Laws, by TMF to ensure the protection of the Personal Data, or by the Client, in which case TMF shall cooperate with the Client to seek an adequate basis for the cross-border transfer of Personal Data to such Subprocessor. At the Client's request, TMF shall inform the Client of the applicable basis for the cross-transfer of the Personal Data.
- c. Where the data protection or privacy law of any country outside the EEA or Switzerland applies to the Personal Data, the Client warrants that any cross-border



transfer of Personal Data from TMF to a Subprocessor shall be allowed, by implementing additional safeguards pursuant to Data Protection Laws or as otherwise permitted by Data Protection Laws.

11. INDEMNIFICATION

The Client warrants that all Personal Data processed by TMF on behalf of the Client has been and shall be Processed by the Client in accordance with Data Protection Laws including without limitation: (a) ensuring that all notifications to and approvals from regulators which are required by Data Protection Laws are made and maintained by the Client; and (b) ensuring that all Personal Data is Processed fairly and lawfully, is accurate and up to date and that a fair notice is provided to Client Data Subjects which described the processing to be undertaken by TMF pursuant to the Services agreed upon in the Service Agreement.

By signing the Service Agreement, the Client shall indemnify and hold TMF harmless against all claims, actions, third party or Supervisory Authority claims, losses, damages and expenses arising from any breach by the Client of this Policy.

The exclusions and limitations of the liability of TMF set out in the Service Agreement shall also apply to this Policy.

12. CONTACT US

If you have any queries about this Policy or about the privacy practices of TMF Group, please send an email to dataprotection@tmf-group.com and be sure to indicate the nature of your query.



REFERENCE TO ASSOCIATED DOCUMENTS

RELATED DOCUMENTS	
Statement of Continuity	Latest version available on the website of TMF Group
Binding Corporate Rule	Latest version available on the website of TMF Group

REVISION HISTORY AND RECORDS

VERSION	DATE	AUTHOR	DETAILS
1.0	01-03-2018	Chief Privacy Officer	First version approved.