

## PERSONAL DATA PROTECTION SUPPLEMENT

### (Data Controller)

This Personal Data Protection Supplement (the “**Supplement**”) shall supplement, amend and form a part of any terms of business agreed between you and us from time to time (the “**Terms of Business**”). To the extent that any of the provisions contained in this Supplement are not compatible with the Terms of Business, the provisions of this Supplement shall prevail and the Terms of Business shall be amended accordingly.

Terms used in this Supplement shall have the meaning given to them in the Terms of Business and/or the General Data Protection Regulation, implemented across all EU member states from 25 May 2018 (“**GDPR**”) and any other applicable law and regulations (the “**Data Protection Law**”).

#### 1. Arrangements between the Parties

In this Supplement, you shall be a “data controller” in respect of any collection, processing and storage of personal data by you for the purposes of carrying out your responsibilities and services under the Terms of Business in compliance with any legal and regulatory requirements applicable to you (the “**Permitted Purpose**”).

#### 2. Confidentiality of Protected Data

2.1 You shall keep any personal data strictly confidential in accordance with your obligations under the Terms of Business.

2.2 In the event that you or Your Related Parties become legally compelled to disclose any personal data, you shall (if and to the extent legally permissible to do so) provide us with prompt notice. In the event that compliance with the provisions of this Section 2 is waived, you or Your Related Party, as applicable, shall furnish only that portion of the personal data which it is advised by counsel is legally required and shall exercise your reasonable best efforts to attempt to obtain reliable assurance that confidential treatment will be accorded the personal data.

#### 3. Data Controller’s Obligations

3.1 You shall comply with the obligations of a data controller under Data Protection Law in relation to any personal data.

3.2 You have implemented, and shall maintain, appropriate technical and organisational measures to meet the requirements of Data Protection Law and to ensure the protection of the data subjects’ rights, including arrangements to monitor any data processing activities, and data security measures to prevent unauthorised or unlawful processing, accidental loss or destruction of, or damage to, personal data.

3.3 You shall retain personal data for the duration of the existence of the Terms of Business or for the reasonable fulfilment of the purpose for which the data was collected in accordance with Data Protection Law, or for such longer period as may be required in order to comply with any applicable laws or regulations, or any order or direction of a court, arbitrator or tribunal of competent jurisdiction applicable to you.

3.4 You shall delete or return personal data (and delete copies thereof) to us at the end of any retention period referred to in Clause 3.3 above.

- 3.5 You shall provide such assistance as may reasonably be requested in respect of any data security breach including informing us of any data security breach in relation to personal data as soon as reasonably practicable on becoming aware of such a breach.

#### 4. **Data Transfers outside of the EU**

- 4.1 You acknowledge that the transfer of personal data to third countries must be carried out in accordance with the requirements of Data Protection Law. To the extent that you are located in a third country, you and we shall be deemed to have entered into the standard contractual clauses for the transfer of personal data from the European Community to third countries (controller to controller transfers) as set out in Set II of the Annex to the Commission Decision of 27 December 2004, available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/controllertocontroller> (the “**Standard Contractual Clauses**”). The Standard Contractual Clauses, as supplemental by Appendix 1 of this Supplement, cover matters including, but not limited to, ensuring that you: (i) have implemented sufficient technical and organisational security measures; (ii) will process personal data in accordance with the principles set out in Annex A thereof; and (iii) have appropriate controls in place to ensure that any person acting under your authority, including a data processor, shall be obligated to process the personal data only on your instructions, in accordance with Data Protection Law. The Standard Contractual Clauses shall apply to transfers of personal data to, and within, your organisation, and you shall procure that each of your affiliates complies with these terms.
- 4.2 You shall not transfer personal data to a third country unless: (i) such third country ensures an adequate level of data protection in accordance with a decision of the European Commission under Article 45(3) of GDPR; or (ii) in the absence of such a decision, you have provided for appropriate safeguards in accordance with Article 46(2) of GDPR, including, where applicable, procuring that any transferee (including an affiliate or sub-processor) established in a third country enters into the Standard Contractual Clauses with you, and on condition that enforceable data subjects’ rights and effective legal remedies for data subjects are available.

#### 5. **Notices**

Any notices or communications to parties pursuant to this Supplement shall be addressed to [legal@sloanerobinson.com](mailto:legal@sloanerobinson.com). If relating to Clause 3.6(g) above, such notices or communications shall be marked with the subject matter line reading “*Personal Data Breach Notification*”.

## APPENDIX 1

### Annex B to the Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

#### DESCRIPTION OF THE TRANSFER

##### Data subjects

The personal data transferred concern the following categories of data subjects:

- Staff (including but not limited to all partners, directors, employees, interns, and anyone else working on behalf of the parties) and owners of or investors in Sloane Robinson LLP, its Clients and service providers.

##### Purposes of the transfer(s)

The transfer is made for the following purposes:

- Assistance by the data importer to the data exporter in relation to the discharging of responsibilities and services provided pursuant to the Terms of Business.

##### Categories of data

The personal data transferred concern the following categories of data (please specify):

- Such personal data may include names, contact details, job titles, know-your-client information, or any other data contained in written or verbal communications.

##### Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Regulatory authorities, governmental bodies, exchanges and its agents and service providers to the extent disclosure is necessary in order to provide services pursuant to the Terms of Business.

##### Sensitive data (if appropriate)

The personal data transferred concerns the following categories of sensitive data: None.

##### Data protection registration information of the data exporter (where applicable)

Sloane Robinson LLP: Registration number Z8943830 with the UK ICO.

**Additional useful information** (storage limits and other relevant information): None