

PROCESSOR BINDING CORPORATE RULES

Processor BCRs for International Data Transfers

April 2023 | Version 3.1





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GENERAL NOTICE

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- ① This document is controlled as part of TMF Group - Group Legal governance control.
- ① No changes to this document are permitted without formal approval from the document owner.
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- ① Any questions regarding this document should be raised to the owner.
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- ① The version of this document can be found on the cover page.
- ① Revision details are described below.
- ① 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 | Management Board |

| REVIEW | |
|----------------|------------|
| Period | Annual |
| Last review | April 2023 |
| Status | Approved |
| Approval on | April 2023 |
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| CONTACT POINT | |
|---------------|--|
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INTRODUCTION, SCOPE AND PURPOSE

The BCRs define the standards applicable to TMF Group and each TMF Affiliate in relation to the Processing of Personal Data on behalf of TMF Group Clients. In such case, TMF Affiliate will be the Processor and the TMF Group Client will be the Controller.

A list of TMF Affiliates bound to these BCRs is available via the following link: <https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/>

The objective of these BCRs is to provide adequate protection for the transfers and Processing of Personal Data by TMF Affiliates in their role as Processor or Sub-Processor.

The Management Board will ensure compliance of TMF Group with the described rules set forth in these BCRs.

The BCRs are incorporated by reference into Personal Data Protection Policy of TMF Group, by which all listed TMF Affiliates acknowledge and comply with. All these TMF Affiliates will respect and adhere to the BCRs in the course of the Processing of Personal Data on behalf of TMF Group Clients within the context where TMF Group provides Services to such Clients.

Scope

The transfer of Personal Data by TMF Affiliates consists of the making accessible of a number of databases to TMF Group Employees in a large number of countries, both in- and outside the European Economic Area (“**EEA**”). These databases contain information of Clients, including employees of Clients, and other Data Subjects connected to such Clients (“**Client Data Subjects**”), as part of TMF Group’s regular business activities.

The Personal Data covered by these BCRs is Processed and transferred by TMF Affiliates as Processors for the purposes of Client Services Agreement execution: rendering of payroll, human resource administration of Clients, bookkeeping of Clients as well as other Services involving Processing of Personal Data, pursuant to the specific contractual terms and conditions agreed in writing with the Client. This Processing of Personal Data by TMF Affiliates and its Employees will take place in accordance to the instructions of the Client, the Services Agreement and as necessary to comply with a legal obligation to which the Controller or the Processor is subject to in connection with the Services Agreement.

As a general baseline, the details of the Personal Data that will be Processed by TMF on behalf of the Client, including the duration, purpose and types and categories of Personal Data, as well as Sub-Processors, if any, are described and made publicly available on the TMF Group website page



Details of Processing (<https://www.tmf-group.com/en/legal/data-protection/details-of-processing/>). In addition to the information included on the referred website, Personal Data may also include any other information if and to the extent that information is protected by Data Protection Laws. To the extent permitted by applicable Data Protection Laws and always subject to jurisdictional requirements in the country where TMF Affiliates provide Services, TMF Affiliates may also Process Special Categories of Personal Data in accordance with the Personal Data Protection Policy of TMF Group and these BCRs.

Personal Data is collected by TMF Affiliate from the Client as the Controller in relation to the Client Data Subject.

TMF Group will apply the BCRs to any and all intra-group transfers and Processing of Personal Data within TMF Group, where a TMF Affiliate subject to these BCRs acts as a Processor of Personal Data of Clients from the EEA, UK or Switzerland as well as of Personal Data of affiliates of non-European Clients in the EEA, UK or Switzerland. The BCRs are legally binding to all listed TMF Affiliates and its Employees when Processing Personal Data of its Clients pursuant to the Services Agreement.



1. SERVICES AGREEMENT

TMF Affiliate will enter into a Processor contract with the Controller regarding its Processing of Personal Data for the purposes of providing the TMF Group Services (“**Services Agreement**”). The Services Agreements contain all required elements as provided by Article 28 of the GDPR.

These BCRs shall be attached to or referenced from the Services Agreement with Clients from the EEA, UK or Switzerland and Clients subject to the GDPR which are located outside the aforementioned regions, in such a way that they will become binding on TMF Affiliate which is a party to the Services Agreement versus the Client.

Each TMF Affiliate, including its Employees, shall only act:

- in accordance with the instructions from the Controller; or
- as necessary to comply with a legal obligation that Client or TMF Affiliate is subject to regarding to the Processing of Personal Data; and
- implement technical and organisational measures, including confidentiality and adequate security for Processing of Personal Data, as provided in the Services Agreement.

2. TRANSFERS TO THIRD PARTIES AND SUB-PROCESSORS

A TMF Affiliate may transfer Personal Data to a Third Party:

- where so authorized or so instructed by the Controller in writing;
- if such Third Party is an authorized Sub-Processor by the Controller and the transfer is necessary for the provision of the services of such Sub-Processor;
- as necessary to comply with a legal obligation to which the Controller or the Processor is subject;
- to protect TMF Affiliate and TMF Group's legal rights;
- in an emergency where the health or security of a Client Data Subject is endangered; or
- as requested by the Client Data Subject.

Sub-Processors may Process the Personal Data only in accordance with TMF Affiliate's instructions and to the extent necessary for the purpose of performing the Services specified in the contract between TMF Affiliate and the Sub-Processor.

The authorization or instruction of the Controller for the Sub-Processing shall be obtained through the Services Agreement. The name and location of Sub-Processors appointed by TMF Affiliates is made publicly available by means of the TMF Group website [Sub-Processors \(https://www.tmf-group.com/en/legal/data-protection/subprocessors/\)](https://www.tmf-group.com/en/legal/data-protection/subprocessors/). TMF Affiliate will also inform the Controller of the details of such Sub-Processor(s) upon written request from the Controller.

TMF Affiliate will enter into Processing agreements with the Sub-Processors. All relevant parts of these BCRs shall be converted into contractual provisions of such Processing agreement. Such agreements will provide for a level of protection substantially similar or higher than the protection afforded by applicable law or the Services Agreement, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR or any more protective corresponding requirement under Data Protection Laws.

Where a general authorization for Sub-Processing was given by the Controller, TMF Affiliate will inform the Controller of any intended changes concerning the addition or replacement of a Sub-Processor in such a timely fashion that the Controller has the possibility to object to the change or to (partially) terminate the contract before the Personal Data are communicated to the new Sub-Processor.



TMF Affiliate will notify the Controller of such changes by means of the TMF Group public website **Sub-Processors** (<https://www.tmf-group.com/en/legal/data-protection/subprocessors/>), where the Controller can provide its contact details as to receive such notifications.

Upon receipt of notification of changes in Sub-Processor(s) by TMF Affiliate and where the Controller were to object to such changes, TMF Affiliate will present the Controller with potential resolutions to such objection, for Controller to best evaluate the change or (partial) termination of the contract as described above.



3. PURPOSE LIMITATION

Personal Data will be Processed and transferred fairly and in accordance with the purpose agreed with the Controller and Client Data Subject's rights as described in these BCRs, the Services Agreement or as provided by law.

Personal Data will only be transferred and Processed by each TMF Affiliate and its Employees on behalf of the Controller and in compliance with the Controller's instructions, in particular regarding the Processing of Personal Data and the security and confidentiality measures as provided in the Services Agreement (the "**Authorized Purposes**") and will not be further Processed in a way that is incompatible with the Authorized Purposes. This also applies with regard to transfers of Personal Data to a country outside the EEA, unless the Processor is required to do so by Union or Member State law to which the Processor is subject. In such a case, the Processor shall inform the Controller of that legal requirement before the Processing takes place, unless that law prohibits such information on important grounds of public interest (Article 28 (3) (a) GDPR). In other cases, if the Processor cannot provide such compliance for whatever reasons, it shall promptly inform the Controller of its inability to comply, in which case the Controller is entitled to (partially or temporarily) suspend the transfer of Personal Data and/or (partially) terminate the contract, provided TMF Affiliate has not provided remedy to such inability to comply with such legal requirement.

Upon (partial) termination of the Services Agreement, TMF Affiliate shall, at the choice of the Controller:

- return all the Personal Data Processed and the copies thereof to the Controller, or
- delete all the Personal Data Processed and the copies thereof and certify by means of written attestation to the Controller that it has done so,

unless any applicable law, regulation, supervisory or regulatory body or TMF Group's internal compliance requirements prevents it from returning or deleting all or part of the Personal Data. In the latter case, TMF Affiliate will inform the Controller and warrant that it will guarantee the confidentiality of the Personal Data and will not Process the Personal Data for the Authorized Purposes or any other purposes, except for storage, the protection of the Personal Data or as required by applicable law.

The obligation to destroy or return Personal Data does not apply to any notes, analyses, memoranda, minutes or other internal corporate documents, prepared by or on behalf of TMF Affiliate in its capacity as a Controller which are based on, derived from, contain or otherwise make reference to Personal Data.



4. TRANSPARENCY AND INFORMATION RIGHT

In order to make the BCRs permanently accessible to Client Data Subjects, TMF Group may publish the BCRs and any appendices or amendments on the TMF Group website, as well as making the BCRs available to Client Data Subjects on request (directly or via the Client) and refer to the BCRs in its Services offerings, Client acceptance procedures and commercial contracts. Additionally, information about rights of Clients or Client Data Subjects that TMF Affiliate Processes as Controller, including with regard to transfers of their Personal Data within TMF Group, and principles related to Processing their Personal Data that TMF Group and TMF Affiliates apply, are included in the [Binding Corporate Rules](https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/) website (BCR Extract), available on the TMF Group website (<https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/>).

In order to make the BCRs permanently accessible to Controllers, the Services Agreement will, in the event required, include a reference to the applicability of the BCRs and the BCRs will be made available to the Controller on request.

TMF Affiliate shall maintain a record of all categories of Processing activities carried out on behalf of the Controller in line with the requirements as set out in Article 30(2) GDPR. This record shall be made available to the Data Protection Authority on request.

5. COOPERATION WITH THE CONTROLLER

TMF Affiliate will co-operate and assist the Controller to comply with its own obligations as a Controller in accordance with the relevant Data Protection Laws, in a reasonable time and to the extent reasonably possible. TMF Affiliate will assist and inform the Controller insofar as is reasonably necessary to comply with the rights of the Client Data Subjects regarding access, rectification, erasure and blocking of Personal Data. In particular, TMF Affiliate will:

- a) execute any necessary measures requested by the Controller in order to have the Personal Data updated, corrected or deleted;
- b) inform other TMF Affiliates to which the Personal Data has been disclosed of any rectification, or deletion of the Personal Data;
- c) execute any necessary measures requested by the Controller in order to have the Personal Data deleted or made anonymous from the moment the Processing of Personal Data is not necessary anymore. In such case, TMF Affiliate will communicate to each entity to which the Personal Data has been disclosed of any deletion or anonymization of the Personal Data.

TMF Affiliate, as appropriate and subject to the nature of the request by the Client Data Subject, will execute the appropriate technical and organizational measures, and upon request by the Controller, for the fulfilment of the Controller's obligation to respond to requests from Client Data Subjects to exercise their rights, including by communicating any requested and available information in order to assist the Controller to comply with the duty to respect the rights of the Client Data Subjects. With respect to the procedure to such cooperation, information about rights of Clients or Client Data Subjects that TMF Affiliate Processes as Controller, including with regard to transfers of their Personal Data within TMF Group, and principles related to Processing their Personal Data that TMF Group and TMF Affiliates apply, are included in the [Binding Corporate Rules](#) website (BCR Extract), available on TMF Group website (<https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/>). If a Client Data Subject files a request regarding the Processing of his/her Personal Data with a TMF Affiliate acting as a Processor and provides information that the Processing of his/her Personal Data is connected to a specific Controller, TMF Affiliate shall communicate the request without delay to the referred Controller. TMF Affiliate is not obligated to handle the request, unless the Controller has disappeared factually or has ceased to exist in law or has become insolvent, unless any successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law, in which case the Client Data Subject can enforce its rights against such entity.

TMF Affiliates shall also assist the Controller in implementing appropriate technical and organisational measures to comply with data protection principles, such as data protection by design and data protection by default.

6. AUTOMATED INDIVIDUAL DECISIONS

No evaluation of or a decision about the Client Data Subject which has a legal effect to or significantly affects the Client Data Subject will be based solely on automated Processing of Personal Data of the Client Data Subject by any TMF Affiliate, unless that decision:

- is necessary for entering into or performance of a contract between the Controller and TMF Affiliate acting as a Processor, provided that the Controller has defined safeguards whereas the request for entering into or the performance of the contract, lodged by the Client Data Subject has been satisfied or that there are suitable measures to safeguard his/her legitimate interests, such as arrangements allowing him/her to put his point of view; or
- is authorised by Data Protection Laws; or
- Controller has indicated and where required confirmed in writing, that such decision is based on an explicit consent of the Client Data Subject.

Additionally, no evaluation of or a decision about the Client Data Subject will be made unless the relevant TMF Affiliate(s) implement(s) suitable measures to safeguard the rights, freedoms, and legitimate interests of the Client Data Subject, at least the right to obtain human intervention on the part of those TMF Affiliate(s), to express that person's point of view and to contest the decision.



7. SECURITY AND CONFIDENTIALITY

TMF Affiliates are committed to taking appropriate reasonable technical, physical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including where the Processing involves the transmission of Personal Data over a network) and against all other unlawful forms of Processing, in particular to ensure a level of security appropriate to the risks presented by the Processing as provided by Article 32 GDPR. The technical and organisational measures shall, at least, meet the requirements of the Controller's applicable Data Protection Laws and any particular measures specified in the Services Agreement.

TMF Affiliates will implement security measures in accordance with TMF Group Information Security policies and the Services Agreement.

TMF Affiliates shall, to the extent permitted by law, take reasonable steps to ensure the reliability of employees who have access to the Personal Data. TMF Group shall only authorize its Employees to access the Personal Data for the authorized purposes or where there is a legitimate business, legal or regulatory reason to do so.

Security and protection of Processing of Personal Data are described in the document **Statement of Continuity** which is published on the TMF website (<https://www.tmf-group.com/en/legal/data-protection/>) and may be further detailed in the Services Agreement.

In case of a Personal Data Breach of which the relevant TMF Affiliate has knowledge of, and to the extent that the Personal Data of the Controller will be affected, the TMF Affiliate will, without undue delay, inform the Controller about the breach and consequently provide the details including: (a) the nature of the Personal Data Breach and where possible, the categories and approximate number of Client Data Subjects concerned and the categories and approximate number of personal data records concerned; (b) the name and contact details of the relevant local TMF Affiliate representative, DPO, PO or other contact point where more information can be obtained; (c) the likely consequences of the Personal Data Breach; (d) the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.



8. COMPLIANCE AND SUPERVISION OF COMPLIANCE

TMF Group has appointed appropriate staff on the basis of professional qualities and, in particular, expert knowledge of data protection law and practices, with the highest management level support to oversee and ensure compliance with the BCRs.

The Management Board has a principal responsibility for compliance of TMF Group with the Data Protection Laws and related regulations globally. Country Leaders/Managing Directors (MD) of specific TMF Affiliate are ultimately responsible and accountable for compliance with Data Protection Laws applicable to TMF Affiliate that the MD manages.

The Chief Privacy Officer (CPO) is appointed to guide and advise on data protection matters at TMF Group on a global level. The CPO is supported by the team of Privacy Officers and together they form the Group Privacy Office.

Additionally, relevant staff has been appointed at a market (regional) and local (country) level to advise and facilitate data protection compliance. Together with the Group Privacy Office they form the Global Privacy Team.

For any Client queries and concerns related to the Personal Data Processed by TMF Affiliate, these should be first addressed to the designated TMF Affiliate Employee reflected under the relevant notices section included on the Services Agreement (CCR"). The CCR acts as the first point of contact and communication agent with Clients in relation to the Processing of Client connected Personal Data, being responsible to liaise with the relevant internal data protection compliance staff for further guidance.

BCRs data protection audits are performed by the TMF Group Internal Audit Department, as further described in section 10 of the BCRs.

9. AWARENESS TRAINING AND AUDIT PROGRAM

9.1 Awareness Training

TMF Group provides training on the BCRs to all Employees who have permanent or regular access to Personal Data, are involved in the collection of Personal Data or in the development of tools used to Process Personal Data.

TMF Group has developed an e-program to test Employees on awareness and compliance with the BCRs. Such e-program can be part of another e-program about data protection compliance.

TMF Group has implemented an e-learning IT-system, which enable TMF Group and TMF Affiliates to develop and deploy customized training courses. This e-learning IT-system is a learning management system able to host and support tracking of TMF Group data protection training worldwide. Furthermore, specifically with regard to the GDPR communication, awareness and training programmes have been implemented for TMF Affiliates to ensure that all Employees involved in Processing of Personal Data are aware of the GDPR requirements and its own responsibilities in this regard.

Besides the e-learning tool, presentations and updates on data protection developments are organized for senior management staff of TMF Group.

TMF Group carries out data protection audits on a regular basis or on specific request from the CPO or any other competent function in the organization.

9.2 BCR Audit Programme

The BCRs audit programme covers TMF Affiliates' compliance with all aspects of the BCRs including methods of ensuring that corrective actions will take place. The results of the BCRs data protection audits are reported to the CRSO, the CPO and to the board of the controlling undertaking of TMF Group. TMF Group will provide a copy of the audit report to the Data Protection Authority upon its request.

In addition to the data protection audits, the Information Security team of TMF Group performs ISAE 3402 and ISO 27001.

Furthermore, the Internal Audit department performs other organisational audits on a regular basis with relevance to the compliance with these BCRs. An internal audit plan related to audits carried out by the Internal Audit department is submitted to the TMF Group Audit Committee for review. This plan is first to be approved by the Management Board and subsequently by the Supervisory Board at least



annually. The internal audit plan consists of a work schedule as well as resource requirements for the next calendar year. The internal audit plan is developed using a risk-based methodology aiming to touch upon elements of the control environment for all TMF Affiliates subject to BCRs throughout at least a 5-year cycle.

The Internal Audit department reviews and adjust the plan, as necessary, also in alignment with the CPO, in response to changes in the organisation's business, risks, operations, programs, systems and controls. Any significant deviation from the approved internal audit plan is communicated to the Management Board, the Audit Committee of the Supervisory Board and the Supervisory Board.

Data Protection Authorities have the power to carry out an audit if and insofar legally required. Each TMF Affiliate accepts that they could be audited by the TMF Group internal audit department as well as Data Protection Authorities, and that they will respectively implement the BCRs data protection audit recommended corrective actions and abide by the advice of the Data Protection Authorities.

9.3 Audits requested by Controller

All TMF Affiliates Processing the Personal Data of a specific Controller will accept, at the request of that Controller, an audit and/or an inspection related to Processing of Personal Data ("**Data Protection Audit**") to be carried out by an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality and selected by the Controller and approved by the Processor (which approval shall not unreasonably be withheld or delayed) and, where applicable, in agreement with the Data Protection Authority.

The Data Protection Audit and/or an inspection will be carried out by the independent auditor in close cooperation with the CSRO and or other designated staff from TMF Affiliate. Unless agreed otherwise in the Services Agreement, TMF Affiliate is entitled to request a reasonable compensation for the costs of the Data Protection Audit and/or an inspection incurred by TMF Group, to be paid by the Controller.



10. ENFORCEMENT RIGHTS AND MECHANISMS

10.1 Complaints

Client Data Subjects may file a complaint regarding compliance with these BCRs:

- with the TMF Affiliate which collected and Process their Personal Data; or
- to the CPO. Complaints filed with the CPO must be address to one of the following contact details:

| Address | P.O. Box Address | Email |
|---|---|--|
| TMF Group B.V. Attn. Chief Privacy Officer Luna ArenA, Herikerbergweg 238 1101 CM Amsterdam The Netherlands | TMF Group B.V. Attn. Chief Privacy Officer P.O. Box 23393 1100 DW Amsterdam Zuidoost The Netherlands | dataprotection@tmf-group.com |

The procedure on how to handle complaints, including information about rights of Clients or Client Data Subjects that TMF Affiliate Processes, as well as with regard to transfers of their Personal Data within TMF Group, and principles related to Processing their Personal Data that TMF Affiliates apply, are included in the [Binding Corporate Rules](#) website (BCR Extract), available on TMF Group website (<https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/>).

The processes described in these BCRs supplement any other remedies and dispute resolution processes provided by TMF Group or available under applicable law.

The Client Data Subject may at any time - without lodging a prior complaint with TMF Affiliate or the CPO - lodge a claim to the relevant Data Protection Authority and/or court. If this is not possible because the Controller has factually disappeared or ceased to exist in law or has become insolvent, the Client Data Subject may take action before the Data Protection Authority or the court competent for the EU Headquarters or the TMF Affiliate in the EEA which acted as the Processor at the origin of the transfer. If there is a successor entity to the Controller which has assumed the entire legal obligations of the Controller by contract or by operation of law, the Client Data Subject can enforce his/her rights against the successor entity.

If the above is not possible, the Client Data Subject shall be entitled to lodge a complaint to the court of his/her place of residence or place of alleged infringement.

10.2 Enforcement by the Client Data Subject

These BCRs grant rights to Client Data Subjects to enforce the following rules set out in the BCRs as Third-Party beneficiaries directly against TMF Affiliates, where the requirements at stake are directed to TMF Affiliate in its capacity as Processor:

- Adherence to the BCRs and Services Agreement, in particular, duty to respect the instructions of the Controller when Processing Client Personal Data (Section 2 of the BCRs);
- Transfers to Third Parties and Sub-Processors (Section 4 of the BCRs)
- Purpose Limitation (Section 4 of the BCRs)
- Transparency and easy access to the BCRs (Section 5 of the BCRs);
- Duty to cooperate and assist Controller in complying and demonstrating compliance with the law such as for answering requests from Client Data Subjects in relation to their rights (Sections 6 and 11 of the BCRs);
- Implementation of appropriate technical and organisational security measures and to notify any personal data breach to the Controller (Section 8 of the BCRs)
- Right to complain through the internal complaint mechanisms of TMF Group (Section 11 of the BCRs);
- Cooperation duties with Data Protection Authorities (Section 13 of the BCRs);
- Liability and jurisdiction provisions (Section 12 of the BCRs), in particular, the right to lodge a complaint with the relevant Data Protection Authorities and before the competent court of the Member States of the European Union;
- Transparency where national legislation prevents TMF Group from complying with the BCRs (Section 15 of the BCRs);

TMF Group shall provide the Client Data Subjects benefiting from the rights as Third-Party beneficiaries with the information as required by Articles 13 and 14 GDPR, information on their Third Party beneficiary rights with regard to the Processing of their Personal Data and on the means to exercise those rights, the clause relating to the liability and the clauses relating to the data protection principles. Such information is easily accessible through the website of TMF Group at <https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/> and will be provided as described in Section 5 of the BCRs.

If a TMF Affiliate is subject to a legal requirement in a country outside the EEA which is likely to have a substantial adverse effect on the guarantees provided by the BCRs, the issue will be reported to the relevant Data Protection Authority.



10.3 Enforcement by the Controller

The Controller shall have the right to enforce the BCRs against a TMF Affiliate for breaches of the Services Agreement or the BCRs that the TMF Affiliate has caused. The Controller's rights shall cover the judicial remedies and the right to receive compensation.

If the Services Agreement or the BCRs were breached by a TMF Affiliate or a sub-Processor established outside the EEA, EU Headquarters will accept liability as set out in the section below.



11. LIABILITY

EU Headquarters is responsible for and will take the necessary action to remedy the acts of TMF Affiliates outside the EEA or breaches caused by Sub-Processors established outside the EEA. EU Headquarters will pay compensation for any awarded damages resulting from the violation of the BCRs by any TMF Affiliate or Sub-Processor and has sufficient assets to do so.

EU Headquarters accepts liability as if the violation had taken place by it in the Member State in which it is based.

If the Client Data Subject or the Controller can demonstrate that they have suffered damage and establish facts which show it is likely that the damage has occurred because of the breach of the BCRs, EU Headquarters bears the burden of proof to demonstrate that the TMF Affiliate or Sub-Processor is not liable for the violation resulting in the damages claimed by the Client Data Subject or the Controller.

If the EU Headquarters can prove that the TMF Affiliate or Sub-Processor is not liable for the violation, it may discharge itself from any responsibility. EU Headquarters may not rely on a breach by a Sub-Processor in order to avoid its own liabilities.



12. MUTUAL ASSISTANCE AND COOPERATION WITH DATA PROTECTION AUTHORITIES

Each TMF Affiliate will cooperate and assist other TMF Affiliates to handle a request or complaint from a Client Data Subject or Controller or an investigation or inquiry by Data Protection Authorities.

Each TMF Affiliate will respond diligently and appropriately to requests from the Data Protection Authorities in the country where the TMF Affiliate is vested. Each TMF Affiliate will abide by the advice of the relevant Data Protection Authorities on any issues regarding the interpretation of the BCRs.

Each TMF Affiliate will inform the EU headquarters of any requests and advices from Data Protection Authorities in the country where the TMF Affiliate is vested.

The CPO will manage requests from and investigations by the Data Protection Authorities.



13. UPDATES OF THE RULES

TMF Group reserves the right to modify these BCRs as needed, for example, to comply with changes in laws, regulations, TMF Group organisational changes, its practices and procedures or requirements imposed by Data Protection Authorities.

Any substantive changes to these BCRs shall be reported to the affected TMF Affiliates. The relevant Data Protection Authorities will receive this information annually.

The Controller will be informed in advance and in a timely fashion of any substantive changes to these BCRs taking effect and any changes that affect the Processing conditions. The Controller may object to the change or advise TMF Affiliate to (partially or temporarily) suspend the transfer of Personal Data or (partially) terminate the contract if TMF Affiliate cannot provide remedy to minimise or eliminate the effects of such change before the change enters into force.

Where required by law, TMF Group will submit the BCRs to the Data Protection Authorities for renewed approval.

TMF Group will keep a fully updated list of the entities bound by the BCRs, including the TMF Affiliates and the Sub-Processors and will keep track of and record any updates to the rules. An updated list of the entities shall be reported to the relevant Data Protection Authorities annually.

No Personal Data will be transferred to a new TMF Affiliate until the TMF Affiliate is effectively bound by the BCRs and adheres to the same.

If transfers of Personal Data to a new TMF Affiliate (which is not yet bound by the BCRs) are necessary, these transfers will only occur if adequate protection is provided under Articles 45, 46, 47, 48 GDPR or a derogation under Article 49 GDPR applies.



14. RELATIONSHIP BETWEEN NATIONAL LAWS AND THE BCRS

These BCRs are designed to provide a minimum standard with respect to the protection of Personal Data for every TMF Affiliate. Where national laws require a higher level of protection than that provided for in these BCRs, TMF Affiliate will Process the Personal Data in accordance with these national laws.

Where the BCRs could constitute a legal mechanism for international transfer of Personal Data in accordance with applicable national laws only if specific requirements under the national laws are complied with, TMF Affiliate will take necessary steps to ensure that the BCRs constitute a lawful basis for international transfers of Personal Data.

If a TMF Affiliate has a reason to believe that (future) legislation applicable to it prevents the TMF Affiliate from fulfilling its obligations under the BCRs or the Services Agreement and has substantial effect on the guarantees provided by the rules, it will promptly inform the Controller, the EU Headquarters and the Data Protection Authority competent for the Controller.

Where TMF Affiliate cannot provide remedy to fulfil its obligations under the BCRs or the Services Agreement as described above, the Controller will in that case be entitled to (partially or temporarily) suspend the transfer of Personal Data or (partially) terminate the contract with such TMF Affiliate.

15. REQUESTS FOR DISCLOSURE OF PERSONAL DATA

If a TMF Affiliate receives a legally binding request for disclosure of Personal Data by a law enforcement authority or state security body, it shall inform the relevant Controller about the Personal Data requested, the requested body and the legal basis for disclosure, unless otherwise prohibited by law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation. In any case, the request for disclosure will be put on hold and the Data Protection Authority competent for the Controller and the lead Data Protection Authority for the BCRs will be clearly informed about the request, including information about the Personal Data requested, the requesting body and the legal basis for disclosure (unless otherwise prohibited by law as described above).

TMF Affiliates shall not purposefully create software back doors or similar that could be used to access its information systems and Personal Data Processed therein, by Third Parties, including government institutions other than as required under Section 3 of the BCRs. Moreover, TMF Affiliates shall not purposefully create or change its business processes in a manner that facilitates access to Personal Data or information systems Processing Personal Data by an unauthorised Third Party.

If in specific cases the suspension and/or notification are prohibited by law, the TMF Affiliate to whom the request is aimed will use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible, and it shall be able demonstrate that it did so.

If, in the above cases, despite having used its best efforts, TMF Affiliate to which the request is aimed is not in a position to notify the competent Data Protection Authorities, it shall annually provide general information on the requests it received to the competent Data Protection Authorities (e.g., number of applications for disclosure, type of data requested, requester if possible, and similar as required). In any event, transfers of Personal Data by a TMF Affiliate to any public authority shall not be massive, disproportionate, and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

DEFINITIONS AND ABBREVIATIONS

| TERM | DEFINITION |
|---|---|
| BCRs | means these Processor Binding Corporate Rules (Processor BCRs for International Data Transfers). |
| BCRs Extract | means a copy of information from the Controller BCRs intended for public use about (i) rights of Data Subjects under the BCRs, including information on their Third-Party beneficiary rights with regard to Processing their Personal Data, (ii) information on how to exercise those rights, as well as (iii) the Controller BCRs clauses relating to the Personal Data protection principles and (iv) the liability under the BCRs. |
| Client | means the counterparty to the Services Agreement with TMF Affiliate, as well as any legal entity affiliated to the Client. |
| Client Data Subject | means the former and current directors, officers and employees and customers of the Client and Client Affiliates. |
| Controller | means the TMF Group Client who alone or jointly with others determines the purposes and means of the Processing of Personal Data. |
| Controller BCRs | means the TMF Group Controller Binding Corporate Rules for International Data Transfers, as amended. |
| CCR | means the TMF Group Employee appointed as the person of contact under the notices section on the relevant Services Agreement between Client and TMF Affiliate. |
| CPO | means the Chief Privacy Officer |
| CRSO | means the Chief Resilience and Security Officer |
| Data Protection Authority / Data Protection Authorities | means the authority of each member state of the European Union, which is responsible for monitoring the application within its territory of the provisions adopted by the Member States of the European Union pursuant to Data Protection Laws. |
| Data Protection Audit | means audits, including data protection compliance questionnaires, carried out by the Client or a third-party on behalf of the Client, with the objective to verify TMF compliance with the data protection obligations stated in the Services Agreement and the BCRs. |
| Data Protection Laws | means the GDPR together with all implementing laws and any other applicable data protection or privacy laws or any other laws |
| DPO | means a Data Protection Officer |
| EEA | means European Economic Area |
| Employee(s) | means any person(s) that perform(s) work for TMF Affiliate, irrespective of whether under an employment contract or other contractual basis, including contractors. |
| EU Headquarters | means TMF Group B.V., having the statutory seat and registered address, at Luna ArenA, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, the Netherlands, and any successor/ive entity as registered in the Netherlands Chamber of Commerce from time to time. |
| GDPR | means 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 the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union, L 119/1). |
| MD | means a General Manager or a Managing Director of TMF Affiliate. |
| Personal Data | means any information relating to an identified or identifiable natural person ("Client Data Subject") including any other information if and to the extent that information is protected by Data Protection Laws; an identifiable person is one who can be identified, directly or indirectly, in |

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Processor BCRs for International Data Transfers

April 2023 | Version 3.1 | Public



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| | particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity. |
| Personal Data Breach | means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed. |
| PO | means a (Senior) Privacy Officer. |
| Processing | means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction |
| Processor | means the TMF Affiliate which Processes Personal Data on behalf of the Controller in the course of the Services provided to such Controller. |
| Services | means services TMF Affiliate provides to the Client under the Services Agreement. |
| Services 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. |
| Sub-Processor | means i) any TMF Affiliate assisting the Processor on the basis of the contract with the Processor, in the provision of the TMF Group Services and / or ii) Third Party engaged by TMF Affiliate to assist it in the provision of the Services in countries where TMF Group does not have a presence and/or iii) to provide information technology, Personal Data storage, administrative support or consultancy Services to TMF Group. |
| Special Category(ies) of Personal Data | means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and genetic data, biometric data Processed for the purpose of uniquely identifying a natural person, and Personal Data concerning health or sex life or sexual orientation. |
| 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 of TMF Group B.V. including it; 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; the shareholding companies controlling TMF Group B.V. and their successors, if any, are excluded from the definition of TMF Affiliates. |
| TMF Group | means TMF Group B.V., having a registered office at Luna ArenA, Herikerbergweg 238, 1101 CM Amsterdam Zuidoost, the Netherlands, its successors and TMF Affiliates. |
| Management Board | refer to the Board Rules of the Management Board of Tucano Topco B.V. |
| Third Party | means any natural or legal person, public authority, agency or any other body other than the Data Subject, the Controller, TMF Affiliate or the persons who, under the direct authority of the Controller or TMF Affiliate, are authorized to Process the Personal Data |



REFERENCE TO ASSOCIATED DOCUMENTS

| RELATED POLICIES | |
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| Personal Data Protection Policy | Latest version Available at https://www.tmf-group.com/en/legal/data-protection/ |
| Statement of Continuity (Security and Business Continuity Outline) | Latest version Available at https://www.tmf-group.com/en/legal/data-protection/ . |

| RELATED INTERNAL DOCUMENTS | |
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| BCRs Extract | Latest version Available at https://www.tmf-group.com/en/legal/data-protection/binding-corporate-rules/ |



REVISION HISTORY AND RECORDS

| VERSION | DATE | AUTHOR | DETAILS |
|---------|------------|------------------------|--|
| v.1.0 | 30-09-2014 | External Counsel | First version approved. |
| v.2.0 | 10-07-2019 | Chief Privacy Officer | Amendments and updates reflecting GDPR requirements. |
| v.3.0 | TBD | Senior Privacy Officer | <ul style="list-style-type: none"> • Introduction: - modified language according to updated definitions and clarification of TMF Affiliate role as a Processor under these BCRs • Section 1 - modified language according to updated definitions, clarification of TMF Affiliate role as Processor and references to TMF Group website for details of Client Personal Data Processed by TMF Affiliates. Inclusion of the UK for the purpose of international data transfers. Clarification of legally binding nature of these BCRs to all TMF Affiliates. • Section 2 - added language to include compliance of a legal obligation (by either Client or TMF Affiliate) as a legal basis for Processing Client Personal Data. • Section 3 - modified language according to updated definitions, reference to TMF Group website for authorized subprocessors as well as notification and authorization mechanism for changes in Sub-processors. • Section 4 - modified language to clarify TMF Affiliate obligations in connection with purpose limitation (for termination /suspension of the Services Agreement in the event of non-compliance and absence of remedy as well as with data deletion) • Section 5 - added language to include TMF Group BCR Controller Extract, for TMF Affiliate Processing of Client Personal Data as Controllers • Section 6 - added language to include TMF Group BCR Controller Extract, for TMF Affiliate Processing of Client Personal Data as Controllers • Section 7 - amended for clarity and to reflect wording used at GDPR • Section 8 - Updated language to align TMF Affiliate stakeholders involved within the incident management procedure. • Sections 9 and 10 - amended to reflect organisational changes at TMF Group as well as amended language to align with definitions. • Section 11 - updated language to define |



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| | | | <p>complaints and Third-Party enforcement of the BCRs by Client Data Subjects</p> <ul style="list-style-type: none">• Section 15 was extended to cover possible need to comply with requirements under the local laws for BCRs to become a legal mechanism in those countries for international transfers.• Section 16 – was amended to reflect supplementary safeguards as resulting from Schrems II judgment.• Definitions section amended/extended to further clarify content and obligations of the BCRs |
| v.3.1 | April 2023 | Group Risk & Compliance | Minor review based on the new two-tier board. |