

BEAUVOIR

Alternate Perspectives

Standard Terms
2025



1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Terms the following words have the following meanings:

AEOI Regime	means any legislation, intergovernmental agreement, multilateral agreement and/or guidance implementing any exchange of information regime, including the Foreign Account Tax Compliance Act of the United States of America as implemented in Guernsey through The Income Tax (Approved Agreements) (Implementation) (United Kingdom and United States of America) Regulations, 2014 and the Common Reporting Standard issued by the Organisation of Economic Co-operation and Development as implemented in Guernsey through The Income Tax (Approved International Agreements) Common Reporting Standard) Regulations, 2015.
Agreement	means any agreement entered into between you and Beauvoir for the provision of Services including any application form, engagement letter, governing instrument, service agreement and any fee tariff/proposal.
Annex	means the annex to the Agreement which sets out the nature and extent of the Services and also contains certain other provisions relevant to the Services.
Applicable Law	means, without limitation any legislation, law, ordinance, regulations, rules and/or guidance, including legislation, rules and relating to anti-money laundering, counter-financing of terrorism and/or counter-financing of proliferation, to which Beauvoir, the Contracting Party or a Managed Entity may be or become subject to from time to time.
Associated Company	means a company in which Beauvoir or a holding company of Beauvoir owns more than 20% of the equity share capital.
Beauvoir	means Beauvoir Limited and any intermediate or ultimate subsidiary or holding company or Associated Company of Beauvoir Limited from time to time licensed by the Guernsey Financial Services Commission under The Regulation of Fiduciaries, Administration Businesses and Company Directors etc. (Bailiwick of Guernsey) Law, 2020 and/or the Protection of Investors (Bailiwick of Guernsey) Law, 2020, together with any of their successors or assignees.
Business Day	means a day which is a normal business day in both Guernsey and the United Kingdom, but excepting Saturdays and Sundays.
Connected Parties	means (as applicable) representatives, office holders, employees, beneficial owners, agents, delegates, subcontractors, or, in the case of a trust, underlying beneficiaries, members, settlors, protectors, and any other person connected to the Managed Entity and/or Contracting Party.
Contracting Party	means the person or entity engaging the services of Beauvoir through an Agreement.
Services	means the services agreed to be performed by Beauvoir to the Managed Entity as further set out in the applicable Annex to the Agreement.

Data Protection Authority	means the Office of the Data Protection Authority in Guernsey (or such other name as may be given to it from time to time).
Data Protection Law	means the General Data Protection Regulation (EU) 2016/679 (the "GDPR") (together with laws implementing or supplementing the GDPR, in each case as amended and superseded from time to time), the Data Protection (Bailiwick of Guernsey) Law, 2017 (the "DP Law") and any secondary legislation made under the DP Law and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where the services are delivered;
Event of Default	means where: <ul style="list-style-type: none">a) the Contracting Party fails to pay any amount due under an Agreement by the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; orb) circumstances surrounding the operation and/or ownership of the Managed Entity which in the sole opinion of Beauvoir render the continued provision of Services impracticable, unlawful or undesirable, including any breach or potential breach by the Managed Entity of any regulation or law (including where Beauvoir is unable to complete its client due diligence procedures to its satisfaction), or where Beauvoir ceases to be licensed by the GFSC in respect of the Services; orc) either Party commits a material breach of any of the material terms of the Agreement or these Standard Terms and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; ord) either Party repeatedly breaches any of the terms of the Agreement or these Standard Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement or these Standard Terms; ore) the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or as having no reasonable prospect of doing so; orf) the other Party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; org) being a company, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party, or (being a natural person) they are declared bankrupt; orh) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed to take control of the other Party; ori) a person becomes entitled to appoint a receiver over the assets of the other Party, or a receiver is appointed over the assets of the other Party; or

- j) a creditor or encumbrance of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- k) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (d) to (j) (inclusive),

save that in all cases a voluntary liquidation for the purpose of reconstruction or amalgamation under terms previously approved in writing by the other Party or a voluntary liquidation of the Managed Entity following the substantial realisation of its portfolio shall not be an Event of Default,

Fee Tariff means the Tariff/Schedule of fees agreed between Beauvoir and the Contracting Party.

GFSC means the Guernsey Financial Services Commission.

Governing Documents means any documentation governing the constitution of the relevant Managed Entity, including (as applicable) the memorandum and articles of association or incorporation, the limited partnership agreement, the limited liability partnership agreement, the foundation constitution, charter, rules and articles, the trust instrument, and in relation to a collective investment scheme the scheme particulars, private placement memorandum, unit trust deed, regulations or articles (howsoever named) and any and all documents ancillary thereto or which varied such documents.

Guernsey means the island of Guernsey.

Indemnified Parties means Beauvoir and all directors, officers, employees of Beauvoir and any person appointed by Beauvoir and the personal representatives of such directors, other officers, employees and person appointed.

Insolvency Event means, in respect of the Contracting Party and/or Managed Entity, the occurrence of any of the following events:

- a) that the Contracting Party and/or Managed Entity is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- b) any corporate action, legal proceedings or other procedure or step is taken in relation to or with a view to:
 - i. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, bankruptcy or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that person;
 - ii. a composition, assignment or arrangement with any creditor of that Contracting Party and/or Managed Entity;

- iii. the appointment of a liquidator, receiver, administrator, administrative receiver, trustee in bankruptcy, compulsory manager or other similar officer in respect of that Contracting Party and/or Managed Entity or any of its assets; or
- iv. enforcement of any security over any assets of that Contracting Party and/or Managed Entity,

or any analogous procedure or step is taken in any jurisdiction.

Key Contact	means the Beauvoir officer or employee having charge of supervising the provision of the Services under these Standard Terms and/or a relevant Agreement, the name of such person having been provided to the Contracting Party.
Liabilities	means all liabilities, actions, proceedings, claims, demands, taxes and duties and all associated interest, penalties and costs and all other expenses whatever.
Managed Entity	means the company, foundation, LLP, LP, trust, collective investment scheme or pension arrangement to which the Services are provided by Beauvoir pursuant to these Standard Terms and a relevant Agreement.
Officers	includes directors and company secretaries or any other person who has responsibility for direction, management, or oversight of the Managed Entity pursuant to its Governing Documents.
Parties	means the Contracting Party and Beauvoir.
Privacy Notice	means the notice in the form provided by Beauvoir to the Contracting Party from time to time for the purposes of complying with applicable Data Protection Law (a copy of which is available at https://www.beauvoigroup.com/privacy-policy/).
Partnership Services	means acting as administrator to or taking appointment on the management board of an LLP and providing such ancillary services to the management of the affairs and assets of the partnership as management board considers necessary.
Reportable Breach	any unauthorised or unlawful processing, disclosure of, or access to, personal data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption to personal data.
Services	means the applicable services being agreed to be provided by Beauvoir to the Managed Entity as set out in the respective Agreement.
Standard Terms	means these standard terms and conditions of business as amended or modified from time to time.

1.2 In these Standard Terms:

- (a) expressions denoting one gender shall include all other genders, the singular shall include the plural and vice versa and references to persons shall include corporate persons;

- (b) references to any Applicable Law include references to that law as subsequently modified or amended from time to time;
- (c) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (d) references to clauses are references to the clauses in these Standard Terms, as numbered; and
- (e) the headings of the clauses are for ease of reference only.

2. PROVISIONS OF SERVICES

2.1 Beauvoir's provision of the Services is conditional upon Beauvoir receiving:

- (a) sufficient funds from the Contracting Party or the Managed Entity to enable Beauvoir to provide the Services and to be remunerated for the provision of the Services as contemplated in these Standard Terms; and
- (b) such satisfactory professional, bank or other references, proof of identification, address and evidence of the source of the funds of any Contracting Party or other relevant person (including directors, officers, shareholders, and/or ultimate beneficial owners of a Contracting Party) or such other information as Beauvoir shall reasonably require to comply with Applicable Law, including Applicable Law relating to anti-money laundering, counter-financing of terrorism and/or counter-financing of proliferation.

2.2 Beauvoir is in the business of providing support and services identical or similar to the Services to other entities. Beauvoir shall be at liberty to provide support and services of an identical or similar nature to the Services and any other services to any other person, firm, company or other body without being under any obligation to account for any profit arising thereby or to advise the Contracting Party that Beauvoir is providing such services.

2.3 Beauvoir may in its discretion accept either directly or indirectly (from the Contracting Party or any person nominated in writing by the Contracting Party) advice, recommendations and requests for action that it believes to be genuine, whether received orally or in written form (including electronically or by facsimile). Such advice, recommendations and requests for action shall be given to the Key Contact. If any such advice, recommendations or requests for action are given otherwise than in writing then as soon as is reasonably possible such communication shall be sent to the Key Contact in written form.

2.4 Where the Contracting Party is constituted by two or more persons then Beauvoir may accept instructions from any of the persons unless agreed otherwise in writing between the Parties.

2.5 Beauvoir shall be entitled, in the discharge of all Services, subject to any provisions of the Applicable Laws and/ or regulations (including Data Protection Law and applicable GFSC rules relating to outsourcing), to delegate any aspect or all aspects of the Services to any other person in such manner as Beauvoir sees fit. The Services may, without limitation, be performed by any company forming part of Beauvoir and any officer or employee thereof. In the event that Beauvoir delegates any Services it will remain responsible for the provision of the relevant Services under these Standard Terms.

2.6 The Contracting Party shall ensure that Beauvoir is always provided with (where applicable):

- (a) current contact details for every director and other officer of any company;

- (b) current contact details for every council member, adviser and protector/guardian of any foundation;
 - (c) current contact details for every management board member appointed to the LLP;
 - (d) current contact details for every trustee, protector, settler and beneficiary of any trust;
 - (e) current contact details for every investor, shareholder, nominee, beneficial owner, partner, unit holder of any collective investment scheme; and
 - (f) a true, fair and accurate view of the activities of the Managed Entity or collective investment scheme (as appropriate).
- 2.7 Beauvoir may engage the services of lawyers, accountants, other professional advisers or agents of any kind at the expense of the relevant Managed Entity or collective investment scheme or its manager, if and to the extent to which these are deemed appropriate or required by Beauvoir.
- 2.8 It is acknowledged that Beauvoir might, in the course of its business, have potential conflicts of interest with the Contracting Party and Managed Entity. In such circumstances, Beauvoir undertakes to notify the Contracting Party and Managed Entity of such conflicts of interest and to use its reasonable endeavours to resolve any such conflicts of interest fairly (having regard to the respective obligations and duties) and to ensure that the interests of the Contracting Party and Managed Entity (as well as any investors in the Managed Entity) are not unfairly prejudiced.
- 2.9 The appointment of Beauvoir shall not be deemed to be exclusive and Beauvoir shall be free to render similar services to third parties so long as its Services hereunder are not impaired thereby and to retain for its own use and benefit fees or other monies payable thereby.
- 2.10 Beauvoir may, subject to the provisions of clause 2.9 and Applicable Law, acquire hold or deal with, for its own account or the account of any other person and in its own name or in the name of such other person or of a nominee shares in a Contracting Party or Managed Entity.
- 2.11 Beauvoir may not buy an investment from or sell any investment to a Contracting Party or Managed Entity whether as principal or agent.

3. DATA PROTECTION

- 3.1 The Schedule to these Standard Terms shall have effect in relation to data protection.

4. CONTRACTING PARTY WARRANTIES

- 4.1 The Contracting Party agrees and expressly warrants:
- (a) that any instructions or requests given to Beauvoir, if complied with, will not cause Beauvoir to infringe any Applicable Law or the rules or regulations of any applicable regulatory or governmental authority;
 - (b) that all information supplied by or on behalf of or with the knowledge of the Contracting Party to Beauvoir in connection with the Contracting Party, the Managed Entity and the Services before the date hereof and afterwards is and will be accurate and disclose a fair and true picture of the facts to which it relates (to an appropriate extent);
 - (c) that all disclosures concerning the structure being established, if any, required by Applicable Law will be made;

- (d) that neither the Contracting Party's assets nor any assets to be settled into the Managed Entity (as applicable) represent the proceeds of any crime nor relate to the funding of terrorism;
- (e) not to sell, exchange or pledge or in any other way dispose of his interest in the Managed Entity without first giving Beauvoir sixty (60) days prior written notice;
- (f) that the Contracting Party is and will be able to meet its outgoings and expenses to third parties as they fall due, is solvent at the date hereof and, notwithstanding the establishment of the Managed Entity, is able to meet its liabilities to existing, actual and contingent personal creditors;
- (g) that all assets transferred to the Managed Entity or to be held by Beauvoir as an asset of a Managed Entity are unencumbered property unless otherwise disclosed to and agreed by Beauvoir in writing; and
- (h) that it shall advise Beauvoir in a timely manner of all changes in address, residence, citizenship, profession or business activity of the Contracting Party and any beneficiaries of a trust (which is the Managed Entity) or beneficial owners of a company (which is the Managed Entity) or of any other changes of which Beauvoir should be aware to enable Beauvoir to comply with any applicable Law.

5. LIMITATION ON LIABILITY AND INDEMNITIES

- 5.1 Where Beauvoir provides Services, the Contracting Party, their heirs and/or successors or administrators shall be liable to Beauvoir not only as guarantor but also as principal for:
- (a) the fees charged by Beauvoir for the Services;
 - (b) all disbursements and out of pocket expenses incurred by Beauvoir in performing the Services, including but not limited to all statutory, filing, tax, agency, ancillary and other fees incurred by or in relation to the Managed Entity;
 - (c) all costs incurred in the recovery of fees and disbursements for Services including legal costs or the costs of liquidating assets of a Managed Entity to meet those fees and disbursements; and
 - (d) the costs and charges of any debt collection agency engaged by Beauvoir in the pursuit of fees and disbursements invoiced in accordance with clause 5.1(a) and (b) above and shall indemnify Beauvoir for and in respect of the fees, disbursements and debt collection agency costs in the event that such fees cannot be met from the assets of the Managed Entity.
- 5.2 The Contracting Party agrees that in addition to any lien or right of security conferred by Applicable Law Beauvoir shall have a lien over all assets, records, instruments, constitutional documents and papers of the Managed Entity and in the possession of Beauvoir and Beauvoir's agents whilst any amount due (from fees or otherwise) remains unpaid to Beauvoir.
- 5.3 Beauvoir shall not be obliged to incur any expense due to any third party or commence any legal action on behalf of the Contracting Party or the Managed Entity unless fully indemnified in a form and amount satisfactory to Beauvoir for such expenses and other costs and liabilities.
- 5.4 The Contracting Party hereby covenants with Beauvoir, and as a separate covenant with Beauvoir as trustee for the Indemnified Parties, at all times fully and effectually that it will indemnify and save harmless each corporate entity which forms part of Beauvoir and each of the Indemnified Parties

against any and all actual or threatened Liabilities whatsoever for or in respect of which Beauvoir or the Indemnified Party may be or become liable:

- (a) in connection with the performance of the Services save that such indemnity shall not extend to acts or omission amounting to fraud, wilful misconduct or gross negligence on the part of Beauvoir or the Indemnified Party;
- (b) in connection with any loss of profit or other adverse consequence sustained by the Contracting Party or the Managed Entity, the assets of the Contracting Party or the Managed Entity or the Contracting Party or the Managed Entity arising in the situations contemplated in clause 5.5 below;
- (c) howsoever arising as a result, whether directly or indirectly, of Beauvoir accepting in good faith instructions or requests given by letter, telephone, e-mail or any other means of communication whether or not authenticated or confirmed in writing; and
- (d) all reasonable costs and expenses incurred by any Indemnified Party in defending, resisting or investigating any threatened or pending action, claim or proceeding in respect of which the Indemnified Party claims to be entitled to be indemnified pursuant to this clause in advance of the final determination of such action, claim or proceeding upon receipt of a legally binding undertaking by or on behalf of Beauvoir to the Contracting Party to repay such amount if it shall subsequently be determined by a court of competent jurisdiction that such Indemnified Party is not entitled to be so indemnified or receive a contribution in accordance herewith.

5.5 Beauvoir shall not be liable for loss or loss of profit or other adverse consequences sustained by the Contracting Party, the Managed Entity, the assets of the Managed Entity or the Contracting Party arising out of:

- (a) the holding or sale of any investment by the Managed Entity or any action taken as a result of an Insolvency Event;
- (b) the holding or sale of any investment which forms or formed an asset of the Managed Entity; or
- (c) act, omission, error of judgement, oversight or mistake in law on the part of Beauvoir or any duly appointed advisor or agent of Beauvoir providing the Services save where such loss or adverse consequence arises as a result of fraud, wilful misconduct or gross negligence on the part of Beauvoir.

5.6 With regard to telephone, e-mail (whether encrypted or unencrypted), other instructions (whether accompanied by pre-arranged passwords or not) or requests not in writing Beauvoir shall be entitled to rely on such instructions or requests acted upon in good faith and the indemnity provided to Beauvoir under this clause 5 shall cover any error or discrepancy arising therefrom including any conflict between Beauvoir's interpretation of such instructions or requests and any subsequent confirmation in writing.

5.7 The Contracting Party shall, through the Managed Entity or otherwise, bear any loss or damage which results from the reliance by Beauvoir upon any false, contradictory, forged or otherwise legally deficient advice, recommendation or request for action apparently from the Contracting Party or apparently from any person nominated by the Contracting Party as referred to above.

5.8 The indemnities in this clause 5 are in addition to any indemnities contained within any of the Governing Documents of a Managed Entity or given by a third party (including by the

beneficiaries, beneficial owners, shareholders, directors or council members, as the case may be, of the Managed Entity).

5.9 Where Beauvoir considers that the indemnities provided under these Standard Terms are insufficient and requests further indemnities or security from:

- (a) the Contracting Party, then the Contracting Party shall negotiate with Beauvoir in good faith with the intent that Beauvoir shall either be provided with such indemnities or other security as Beauvoir requires or that Beauvoir be satisfied that such additional indemnity or security is not required; or
- (b) any other person (including, for the avoidance of doubt but not limited to, a corporate person) then the Contracting Party will use its best endeavours to obtain such indemnities or security as Beauvoir reasonably requires from such third party, and

until such further indemnities are given, security is provided or Beauvoir is satisfied that such further indemnities or security is not needed Beauvoir shall not be required to perform any of the Services if, in its absolute discretion, it considers such performance exposes it to Liabilities against which it is not sufficiently indemnified.

5.10 Where the Contracting Party is comprised of two or more persons then the liability of such persons shall be joint and several with the other(s) meaning that if there is a default by the Contracting Party meeting its obligations under these Standard Terms then each person comprising the Contracting Party will be liable to the full extent of the Contracting Party's liability.

5.11 Beauvoir shall not be responsible for the loss of or damage to the Contracting Party, the Managed Entity or any other party or property in the possession of such party or for any failure to fulfil its duties hereunder if such loss, damage or failure is caused by or directly or indirectly due to war damage, enemy action, the act of any government or other competent authority, pandemic, epidemic, riot, civil commotion, rebellion, storm, tempest, accident, fire lock-out, strike or other cause whether similar or not beyond the control of such party provided that Beauvoir shall use all reasonable efforts to minimise the effects of the same. In any such case, all amounts due to Beauvoir hereunder shall continue to be paid as and when due, Beauvoir's remaining obligations shall continue in full force and effect and all Beauvoir's obligations shall be performed or carried out as soon as legally and practically possible after the cessation of such events or circumstances.

5.12 Beauvoir hereby agrees to hold harmless and indemnify and keep indemnified the Contracting Party against all actions, proceedings, demands and any loss, damage, claims, costs and expenses which may be brought against suffered or incurred by or made against the Contracting Party arising out of or in connection with fraud, wilful misconduct or gross negligence on the part of Beauvoir, including all reasonable legal, professional and other expenses properly incurred. Beauvoir's liability under this clause 5.12 shall be limited to an amount equal to twice its remuneration for the Services over the 12 months prior to the matter giving rise to the liability.

5.13 Any Indemnified Party shall first seek recovery under any other indemnity or any insurance policies by which such indemnified Party is indemnified or covered, as the case may be.

5.14 The provisions of this clause 5 shall remain in full force and effect notwithstanding the termination of the Services and shall continue in full force and effect for the benefit of Beauvoir and any Indemnified Party notwithstanding that the Indemnified Party is no longer an officer, employee of or person appointed by Beauvoir.

6. REMUNERATION

6.1 The Contracting Party shall pay fees to Beauvoir for the Services in accordance with:

- (a) Beauvoir's published scale of fees (with Beauvoir having the power to vary its charges in accordance with any new scale of fees in force from time to time); or
 - (b) such other scale and/or terms as have been agreed between the Parties.
- 6.2 Where an estimate of fees is requested and given, it is only an indication of the amount anticipated to be charged and shall not be regarded as an agreed fee for the work or transaction, unless specifically confirmed in writing as such by Beauvoir.
- 6.3 The Contracting Party shall ensure that Beauvoir is reimbursed for all disbursements, debt collection agents costs and out of pocket expenses incurred by Beauvoir on behalf of the Managed Entity, the Contracting Party, in performing the Services or in pursuit of unpaid fees and disbursements.
- 6.4 Where Beauvoir is providing Services it shall, to the extent permitted by the relevant Governing Documents, be remunerated for fees or reimbursed for disbursements, debt collection agents costs and out of pocket expenses out of the assets of the relevant Managed Entity without the prior consent of the Contracting Party.
- 6.5 It is intended that Beauvoir's remuneration and the reimbursement under this clause 6 shall be paid by or on behalf of the Managed Entity or from the assets of the Managed Entity (subject to the limitation noted in clause 6.4 above). If this is not possible, not forthcoming or if there is a shortfall then the Contracting Party shall pay such outstanding amount of remuneration and reimbursement not only as guarantor but as principal in accordance with clause 6.3 above.
- 6.6 Save as otherwise agreed by the Parties, Beauvoir shall issue invoices to the Managed Entity (or, where applicable under these Standard Terms, the Contracting Party) after the expiration of each calendar month. If Beauvoir's appointment shall, in respect of any month, be for only part of that month then the fee payable in respect of that month shall be pro-rated accordingly. For certain items or services, Beauvoir may issue an invoice a year in advance (unless otherwise agreed between the Parties). The Managed Entity (or, where applicable under these Standard Terms, the Contracting Party) shall ensure that each invoice raised by Beauvoir is processed for payment no later than 14 days following receipt. If any invoice rendered by Beauvoir is not paid within 14 days of issue, then Beauvoir shall have the right to charge interest upon the monies outstanding 10% per annum, charged monthly. Such interest shall be compounded.
- 6.7 Beauvoir shall be entitled to be paid by the Contracting Party or the Managed Entity in connection with transactions other than the provision of the Services. Beauvoir is entitled to retain any brokerage or commission received in respect of any transaction;
 - (a) to which the Managed Entity is a party; or
 - (b) to be entered into on behalf of the Managed Entity.
- 6.8 The Contracting Party undertakes to maintain adequate liquidity in the Managed Entity to cover the Fee Tariff and to meet the Managed Entities liabilities as they arise. The liquid balance must be at least 50% of the projected fees for the next 12 months. Beauvoir shall deduct the fees directly from this liquid balance as the fees fall due. If the liquid balance falls below 50% of the projected fees for the next 12 months, the Contracting Party undertakes to provide the necessary funds within 30 Days of such written notification to bring the Managed Entity's liquid balance to the required level.
- 6.9 Furthermore, Beauvoir shall be entitled to its normal profit in respect of any services or transactions, which do not form part of the Services, carried out for the Contracting Party or the Managed Entity.

- 6.10 If any amounts (fees, duties, charges or otherwise) payable under these Standard Terms are not paid within two months of becoming due then Beauvoir shall not be under any further obligation, except as required by Applicable Law, to provide the Services or to keep the Managed Entity in good standing.
- 6.11 In the absence of manifest error, the amounts set out in Beauvoir's invoice as being due to Beauvoir under these Standard Terms shall be conclusive.
- 6.12 The fees chargeable by Beauvoir shall not (subject to Applicable Law) be reduced or abated by reference to any other remuneration receivable or received by Beauvoir (or any Associated Company) in connection with any transaction not contemplated in this Agreement effected by Beauvoir with or for the Contracting Party or Managed Entity (including, without prejudice to the generality of the foregoing, any commissions, discounts or other benefits) and Beauvoir shall not be required to account to the Contracting Party or Managed Entity in respect of any such remuneration so received.
- 6.13 The fees chargeable by Beauvoir shall be subject to an annual review on or about the end of calendar year at which point they will become automatically subject to an annual inflation increase based upon the prevailing Guernsey RPI. Any further amendment to the fees at the time of review shall be subject to the approval of each of the Contracting Party and Beauvoir and agreed between them in writing.

7. CONTRACTING PARTY AND MANAGED ENTITY MONIES

7.1 Beauvoir may:

- (a) assist the Contracting Party and/or the Managed Entity with opening, or open on the Contracting Party's or the Managed Entity's behalf, a bank account or other banking services with any bank that Beauvoir may choose (unless another bank of choice is agreed); and
- (b) hold money on the Contracting Party's or the Managed Entity's behalf in a general client account in limited circumstances including i) where a bank account opening is pending; ii) initial settled funds are provided; or iii) transaction proceeds are being held on a temporary basis and when doing so agrees to comply with the GFSC's The Fiduciary Rules and Guidance, 2021. The Contracting Party's or the Managed Entity's acknowledges that money held in this manner may be pooled with money belonging to other clients so long as the client money is separately identified as belonging to the Contracting Party's or the Managed Entity's as applicable.

7.2 Where money is held in an account under clause 7.1(b) there is no duty to place the funds in an interest-bearing account (unless otherwise agreed with Beauvoir).

7.3 In the case of an account opened in the name of the Contracting Party and/or the Managed Entity, Beauvoir may have day-to-day control by being the authorised signatories to the accounts (or as otherwise agreed by Beauvoir in writing).

7.4 Beauvoir will not be liable for any losses, damages or liabilities howsoever arising associated with the acts, omissions, failure or insolvency of any bank or institution with whom it maintains an account on the Contracting Party's or Managed Entity's behalf.

7.5 Where Beauvoir receives or is holding money for a Contracting Party or Managed Entity on account or otherwise and it has suspicions of money laundering or any illegal activity it may be obliged to report those suspicions to the relevant authorities and reserves the right to refuse to transfer out such money without the prior sanction of any relevant authorities.

8. LEGAL, INVESTMENT AND TAXATION MATTERS

8.1 The Contracting Party acknowledges that it has been advised by Beauvoir to take independent legal and taxation advice:

- (a) prior to accepting these Standard Terms; and
- (b) in relation to the Managed Entity and any larger structure generally; and that it has taken such advice or has declined to do so but has carefully read and considered these Standard Terms (and any documentation of the Managed Entity including, if applicable, any Governing Documents whether in draft or executed form) including in particular the terms of the indemnities contained in these Standard Terms and, if applicable, any Governing Documents (whether in draft or executed form). The Contracting Party shall continue to acquaint itself with any legal or tax obligations it may continue to have during the time that the Services are provided under these Standard Terms.

8.2 The Contracting Party confirms that it has not been provided with any legal or taxation advice in relation to the Managed Entity by Beauvoir or its agents.

8.3 Beauvoir has no liability in respect of any legal, investment or tax advice and at all times the Contracting Party and the Managed Entity (including shareholders, unit holders, promoters, beneficiaries, beneficial owners, council members or officers thereof) must obtain and rely on their own legal, investment and tax advice.

8.4 If Beauvoir draws to the attention of the Contracting Party or the Managed Entity (or the shareholders, unit holders, promoters, beneficiaries, beneficial owners, council members, member, management board members or officers thereof) that a course of action or refraining from a course of action may or may not have investment, tax or legal implications then such communication by Beauvoir shall not be considered investment, tax or legal advice and shall not be relied upon by the recipient of such communication. The recipient shall obtain such other investment, tax or legal advice as it considers necessary in these circumstances.

8.5 Beauvoir accepts no liability whatsoever for the tax consequences of actions it takes in respect of the Managed Entity and the provision of the Services.

8.6 Upon:

- (a) any change in circumstances of the Contracting Party or the beneficiaries, beneficial owners, council members or officers of the Managed Entity;
- (b) distributions from the trust being effected; or
- (c) other activities being undertaken with resulting investment, tax or adverse legal implications;

the Contracting Party shall (if Contracting Party deems it necessary) instruct Beauvoir on making any necessary reporting and undertaking all other actions in order to comply with the requirements of any Applicable Law or any relevant tax, regulatory or governmental authorities. Beauvoir will not be responsible for any compliance with reporting or filing requirements (whether for tax purposes or otherwise) in relation to the Managed Entity other than where Beauvoir has a statutory obligation or has expressly agreed to do so in writing.

8.7 Each of the Contracting Party and the Managed Entity undertakes to:

- (a) promptly provide to Beauvoir any information requested by Beauvoir in relation to any AEOI Regime, including information relating to the Contracting Party, the Managed Entity and any of their Connected Parties;
 - (b) keep Beauvoir fully informed and updated of any information relevant to any disclosures Beauvoir is required to make under any AEOI Regime;
 - (c) inform Beauvoir within 30 days of any changes to any information previously provided in relation to the Contracting Party, the Managed Entity and any of their Connected Parties.
- 8.8 The Contracting Party warrants that it has met and will continue to meet all tax liabilities, disclosure requirements, and any other tax obligations as required on the part of the Contracting Party and in relation to the Managed Entity and shall indemnify Beauvoir against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Beauvoir arising out of or in connection with any breach of the warranty in this clause 8.8.
- 8.9 The Beauvoir is obliged to comply with the terms of any Applicable Laws and Regulations, ancillary legislation and certain codes of practice. Additionally, Beauvoir is obliged to comply with other Law requirements including anti-money laundering legislation, proceeds of crime legislation and financing of terrorism legislation. At no time in the course of providing the Services shall Beauvoir or any officer or employee of Beauvoir be required to act or refrain from acting in such a matter as to breach the requirements of any Applicable Law (including but not limited to those referred to in the preceding sentence) or take any actions which might jeopardise any licence held by Beauvoir.

9. TERMINATION

- 9.1 This agreement shall continue in force until terminated:
- (a) by either party giving to the other not less than ninety (90) days' notice in writing (provided that such notice shall not be effective within twelve (12) months from the date of the Agreement); or
 - (b) immediately upon an Event of Default.
- 9.2 Upon termination of this agreement for any reason:
- (a) the Contracting Party shall immediately pay to Beauvoir all of the Contracting Party's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Beauvoir may submit an invoice, which shall be payable immediately on receipt;
 - (b) the Contracting Party shall immediately pay to Beauvoir a fee in respect of the termination of the relationship. Beauvoir may submit an invoice, which shall be payable immediately on receipt;
 - (c) where the Services includes the provision of a director or a company secretary Beauvoir will promptly take all steps necessary to effect the resignation of such director or company secretary (such resignation to be effective contemporaneously with the cessation of the provision of Services) in accordance with the Governing Documents and Applicable Law; and
 - (d) upon cessation of the provision of the Services and subject to the terms hereof and provided it is not prohibited from doing so by Applicable Law, Beauvoir shall deliver to the

Contracting Party or to such other party as the Contracting Party instructs the records of the Managed Entity held by Beauvoir and its agents, provided that Beauvoir shall be entitled to keep copies at the expense of the Contracting Party of such of the records as Beauvoir wishes or as Beauvoir is obliged to keep by Applicable Law.

- 9.3 Upon the termination of Beauvoir's involvement in the affairs of the Managed Entity, and subject to an applicable fee (which may be calculated on a fixed or time spent basis):
- (a) Beauvoir may arrange payment of any amounts due to it from the assets of the Managed Entity, or otherwise exercise a right of lien over such assets, notwithstanding that it may have been the practice of the Contracting Party to meet such fees and expenses;
 - (b) Beauvoir shall cause its officers, employees and appointees to resign from all positions of the Managed Entity;
 - (c) where the Managed Entity is other than a trust or foundation, Beauvoir shall be entitled to transfer or procure the transfer of the Managed Entity into the sole name of the Contracting Party and thereupon Beauvoir shall be under no further obligation to provide management or administrative services to the Managed Entity or to maintain the same in good standing; and the Contracting Party shall be responsible for providing replacement directors and officers who are eligible to act;
 - (d) where the Managed Entity is a trust or foundation, the Contracting Party shall find a replacement acceptable to Beauvoir where Beauvoir acts as trustee, protector, council member; and
 - (e) where the Managed Entity is a collective investment scheme, Beauvoir shall complete all documentation in order for the Contracting Party to ensure an immediate and uninterrupted transfer to a new administrator, give up access to the Managed Entity's bank account(s) immediately upon such termination and give all reasonable assistance to the Contracting Party and/or Managed Entity (as appropriate) to enable the new administrator to commence administration services.

9.4 Subject to the terms of the relevant Governing Documents, Beauvoir shall be entitled to, and where appropriate the Contracting Party shall procure without delay, an express indemnity from the continuing and/or new trustees, directors, council members or administrators in a form acceptable to Beauvoir against all fiscal liabilities and all other liabilities whatsoever for which Beauvoir may be or become liable as provider of, or in connection with the provision of, the Services to the Managed Entity.

9.5 These Standard Terms shall remain in force, subject to the foregoing provisions or unless modified in writing by the Parties hereto, notwithstanding the voluntary liquidation, termination or dissolution of any of the Parties or Contracting Parties.

10. MISCELLANEOUS PROVISIONS

10.1 No failure on the part of any Party to exercise, and no delay in its part in exercising, any right or remedy under these Standard Terms will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

10.2 The rights and remedies provided in these Standard Terms are cumulative and not exclusive of any rights or remedies provided by Applicable Law or otherwise.

- 10.3 Any provision of these Standard Terms which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 10.4 None of the Parties shall do or commit any act, matter or thing which would or might bring into disrepute in any manner the business or reputation of the other Party.
- 10.5 Notwithstanding any other provision of these Standard Terms, at no time shall Beauvoir be required by the Contracting Party or the Managed Entity in connection with the provision of the Services to break any Applicable Law or direction from any regulatory, statutory or governmental authority.
- 10.6 Where any of the obligations of Beauvoir under these Standard Terms require a licence from an applicable regulator in order for Beauvoir to lawfully fulfil those obligations then such obligations shall be binding on and may be fulfilled by only those members of Beauvoir who hold the requisite license.
- 10.7 The Contracting Party may not assign its rights or obligation under these Standard Terms without the written consent of Beauvoir who may in its absolute discretion withhold such consent. Beauvoir may assign any or all of its rights and obligations under these Standard Terms, any corresponding transaction or any contract and need not obtain the consent of the Contracting Party to such assignment.
- 10.8 The Contracting Party acknowledges that Beauvoir is required by Applicable Law to behave towards regulators in an open, honest and co-operative manner and is required to make disclosures on the occurrence of certain events.
- 10.9 The Contracting Party further acknowledges that in providing the Services Beauvoir may have obligations to third parties, including but not limited to beneficiaries of a trust or shareholders of a company. Where Beauvoir's obligations to such third parties' conflict with Beauvoir's obligations under these Standard Terms then the Parties shall, in good faith and promptly, negotiate to resolve on a course of action. Nothing in these Standard Terms shall be deemed to require Beauvoir to break its fiduciary and/or corporate governance obligations arising out of the provision of the Services and, in the absence of resolution between the Parties as to the course of action, the fiduciary and/or corporate governance obligations shall prevail over these Standard Terms.
- 10.10 The Contracting Party undertakes to adhere to all Applicable Laws, including all anti-money laundering, financing of terrorism and other criminal laws in all relevant jurisdictions during the time the Services are provided by Beauvoir.
- 10.11 The Parties hereby acknowledge that these Standard Terms are confidential and that neither Party shall disclose information to any third party about these Standard Terms, the Managed Entity or the Services except as set out in these Standard Terms or as required by Applicable Law. Beauvoir reserves the right to make such disclosure if it is in the commercial interests of Beauvoir and the Managed Entity. Notwithstanding any provision of these Standard Terms the Parties may disclose information about these Standard Terms, the Managed Entity or the Services to their professional advisers (including but not limited to their lawyers, accountants and auditors), as ordered to do so by a court of competent jurisdiction, or as may otherwise be required by Applicable Law, the rules or regulations of any stock exchange or other regulatory authority or supervisory body to which any of the Parties or the Managed Entity may be subject.
- 10.12 These Standard Terms may be issued in several languages. In case of discrepancies the English language wording shall prevail.

- 10.13 Beauvoir may in its discretion vary the Standard Terms, from time to time. Where Beauvoir varies the Standard Terms during the course of providing the Services it shall give the Contracting Party one month's notice of such variation, save where such variation is required by Applicable Law.
- 10.14 Beauvoir may, in its discretion, take any action in relation to the Managed Entity where it is subject to an Insolvency Event.
- 10.15 Beauvoir retain all copyright and other intellectual property rights in everything developed either before or during the term of this Agreement including systems, methodologies, software and know-how. Beauvoir also retains all copyright and other intellectual property rights in all reports, written reports or other materials provided by us to you or the Managed Entity in the course of this Agreement. Use of copyright materials or other intellectual property by a Contracting Party is by express permission of Beauvoir.
- 10.16 If any provision of the Agreement or the Standard Terms shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the remaining provisions herein shall not be affected but shall remain in full force and effect. If any of the provisions herein are found to be unreasonable or invalid, they shall continue to be enforced to the maximum extent valid and enforceable.

11. COMPLAINTS

- 11.1 The Contracting Party may make a complaint to Beauvoir, which should be made to your usual point of contact, the Compliance Officer, or a Director of Beauvoir. Your complaint should be made in writing and will be dealt with in accordance with Beauvoir's Complaints Policy (which can be provided to you upon request).
- 11.2 Beauvoir will endeavour to respond to your complaint and resolve it as soon as we can. Your complaint will be handled by someone who was not directly involved with the subject of the complaint. If we are unable to respond to your complaint within 5 Business Days of receiving it, we will update you on the status of your complaint until such time as our investigation is complete.
- 11.3 If we are unable to provide you with a final response to your complaint within 28 Business Days of receiving it, we will contact you in writing to: explain why we are not in a position to issue a final response to your complaint and to provide an indication of when we expect to be able to provide one. In investigating your complaint, we will consider the subject matter of your complaint, the evidence you have provided, the evidence on our records and relevant guidance from our regulator, the GFSC. When we write to you with our final response, Beauvoir will set out the outcome of your complaint and the supporting reasons for our decision including details of how we have calculated any redress offered to you.
- 11.4 Should you not be satisfied with the outcome of a complaint, the Channel Islands Financial Ombudsman ("**CIFO**"). The CIFO may be available to consider complaints which are not resolved through our complaints resolution procedure. The CIFO is an independent organisation which tries to resolve complaints between customers and financial organisations where we've not been able to resolve the complaint ourselves. Our response to your complaint will outline any deadlines you have to contact the CIFO. The CIFO can be contacted at PO Box 114, Jersey, Channel Islands, JE4 9QG, by telephoning 01481 722218 (from Guernsey, Alderney or Sark) or by telephoning +44 1534 748610 (from all other jurisdictions), by sending an email to enquiries@ci-fo.org, or by visiting <https://www.ci-fo.org>.
- 11.5 Beauvoir are under an obligation to inform the GFSC of any complaint: in cases of a significant complaint, where a complaint remains unresolved for longer than three months; or when a complaint is upheld by the CIFO.

12. NOTICE

- 12.1 Any communication, notice or other document (including any invoice) to be given under these Standard Terms shall be in writing in English and shall be deemed duly given if signed by the party giving notice and if left or sent by airmail post or by telex, telegram, cable, facsimile transmission, email or other means of telecommunication in permanent written form to the address last notified in accordance with clause 4.1(h) of the party receiving such notice.
- 12.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:
- (a) at the time the same is left at the address of or handed to a representative of the party to be served;
 - (b) where such notice is sent by first class post or other next working day delivery service providing proof of postage or delivery: 3 Business Days following the date of posting or at the time recorded by the delivery service;
 - (c) where such notice is sent by pre-paid airmail, providing proof of postage or delivery: 7 Business Days following the date of posting or at the time recorded by the delivery service; and
 - (d) in the case of a telex, email, telegram, cable, facsimile transmission or other means of telecommunication on the time given in the message receipt or, if such message receipt is given to Beauvoir outside Beauvoir's normal hours of business, then at the beginning of the next Business Day when Beauvoir is open for business.
- 12.3 In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

13. GOVERNING LAW

- 13.1 These standard Terms shall be construed and interpreted in accordance with the laws of Guernsey and the parties submit to the non-exclusive jurisdiction of the Courts of Guernsey. Nothing in this clause shall limit the right of Beauvoir to take proceedings against the Contracting Party in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

SCHEDULE

DATA PROTECTION

1. Definitions

For the purposes of this Schedule, the following definitions shall apply:

Unless otherwise specified **Controller, Data Subject, Personal Data, Personal Data Breach, Process/Processed/Processing** and **Supervisory Authority** shall have the same meaning as in the Data Protection Law.

2. General

2.1 The Contracting Party and Managed Entity acknowledge(s) and agrees that, subject to paragraph 2.2, any Personal Data processed by Beauvoir in the course of providing the Services will be processed by Beauvoir in their capacity as Processors on behalf of the Contracting Party only, and not as Controllers.

2.2 The Contracting Party acknowledges that Beauvoir acts as a Controller in relation to Personal Data relating to its investors, owners, employees, directors, officers and other personnel where Beauvoir uses such Personal Data for its own business purposes ancillary to the provision of the Services (for example, customer due diligence, customer management and marketing purposes) and the parties agree that paragraphs 4 to 8 of this Schedule shall not apply to such processing of Personal Data. In relation to such processing of Personal Data, the Contracting Party shall:

2.2.1 provide the Privacy Notice to the Data Subjects prior to the Contracting Party providing such Data Subjects' Personal Data to Beauvoir;

2.2.2 obtain any consent from the Data Subjects as requested by Beauvoir in the form and manner as instructed by Beauvoir; and

2.2.3 provide evidence of its compliance with sub-paragraphs 2.2.1 and 2.2.2 above upon request from Beauvoir.

3. Controller undertakings: Contracting Party

3.1 Each of the Contracting Party and Managed Entity undertake that, in relation to their engagement with Beauvoir, it shall comply with all Data Protection Law applicable to it.

3.2 Each Contracting Party shall ensure that it has all necessary appropriate consents and notices in place to enable Beauvoir to process Personal Data pursuant to the Agreement.

3.3 Each Contracting Party confirms that the Personal Data transfers to Beauvoir, and the processing undertaken by Beauvoir in the course of providing the Services as a Processor, have a valid lawful basis under Data Protection Law to which the Contracting Party is subject.

4. Processing instructions

4.1 Beauvoir shall act only in accordance with instructions of the Contracting Party in relation to the processing and transfer of Personal Data in connection with the Services, unless Beauvoir is required to process the Personal Data for any other purpose by applicable legislation to which Beauvoir is subject, Beauvoir will inform each Contracting Party of this requirement first, unless such legislation prohibits this on important grounds of public interest.

4.2 It is acknowledged and agreed that if, as a result of:

- 4.2.1 acting on instructions of the Contracting Party; and/or
- 4.2.2 a breach by the Contracting Party of this Schedule, or any representations or warranties in the Agreement pertaining to delegation and disclosure,

Beauvoir (as Processors for the Contracting Party) engage in unlawful Processing or breaching confidentiality obligations or professional secrecy laws, any Losses incurred by Beauvoir as a result shall be subject to the indemnity provisions set out in clause 5 of the Standard Terms. It is further acknowledged and agreed that in such circumstances Beauvoir and its Associated Companies shall not be considered to have been negligent or grossly negligent in undertaking the Processing or transfers in question.

5. Processing details

- 5.1 Subject matter of the processing - the subject matter of the processing is Beauvoir's Services to the Contracting Party.
- 5.2 Nature and purpose of the processing - Beauvoir will process Personal Data for the purposes of providing the Services.
- 5.3 Categories of Data Subject - in performing the Services in accordance with the Agreement, Beauvoir will process Personal Data relating to the following Data Subjects:
- 5.3.1 investors and (where they are not a natural person) their owners, controllers, and personnel;
- 5.3.2 directors of the Contracting Party; and
- 5.3.3 the owners, controllers, and personnel of the promoter, investment manager, investment advisor, custodian, and other service providers to the Contracting Party.
- 5.4 Types of Personal Data - the below table itemises the types of Personal Data (relating to the Data Subjects listed at paragraph 5.3) processed in connection with the Services.

CLASS	CATEGORY
Identifying information	Name, title, date of birth, age, picture (e.g. passport / driver's licence), usernames, email address, residential address.
Contact information	Postal address, telephone number, email address.
Family information	Family structure, siblings, offspring.
Financial information	Source of wealth, personal assets, bank account numbers and income details.
Transaction information	Payment details and other details of products and services purchased by the Contracting Party.
Professional information	Job titles, employment history, employer details.
Marketing and communication information	Personal data contained in emails, data regarding Contracting Party's preferences in connection with marketing communications.
Special category data	Data obtained pursuant to Beauvoir's standard criminal record checks, political opinion and affiliation data obtained further to Beauvoir's standard client due diligence checks and Contracting Party due diligence checks.

5.5 Beauvoir may record or monitor telephone calls, electronic communications and meetings between themselves and the Contracting Party and/or Managed Entity (and their representatives) including for the purposes of training, checking instructions, verifying any relevant person's identity and ensuring compliance with service standards and regulatory obligations. These recordings may be used as evidence in the event of a dispute. Any such recording or monitoring of communications will be carried out in accordance with the Data Protection Law.

6. Data Transfers

6.1 It is acknowledged and agreed that Beauvoir and its Associated Companies may transfer and Process Personal Data outside Guernsey (including where Beauvoir transfers Personal Data to an Associated Company), provided that any such Personal Data is transferred to, and any such Processing occurs within, an Approved Jurisdiction (unless, if the jurisdiction is not an Approved Jurisdiction, Beauvoir complies with requirements set out in the DP Law to allow such transfer and Processing).

7. Processor undertakings: Beauvoir

7.1 Without prejudice to other terms of this Agreement detailing the agreed scope of the Services and related fees, costs and expenses, Beauvoir shall:

7.1.1 implement technical and organisational Personal Data security measures in accordance with applicable Data Protection Law;

7.1.2 notify each Contracting Party immediately if, in Beauvoir's opinion, an instruction for the processing of Personal Data given by the Contracting Party infringes applicable Data Protection Law, it being acknowledged that Beauvoir shall not be obliged to undertake additional work or screening to determine if the Contracting Party's instructions are compliant;

7.1.3 if it becomes aware of a personal data breach (as defined in Data Protection Law) in connection with the Personal Data, notify the Contracting Party of such personal data breach (as defined in Data Protection Law) without undue delay;

7.1.4 provide reasonable assistance to each Contracting Party in complying with its personal data breach notification obligations under applicable Data Protection Law;

7.1.5 taking into account the nature of the processing, assist each Contracting Party in facilitating the exercise by Data Subjects of their rights and freedoms under applicable Data Protection Law;

7.1.6 assist each Contracting Party in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR in relation to the Personal Data, taking into account the nature of processing and the information available to Beauvoir;

7.1.7 make available to each Contracting Party such information as may be required in relation to the Personal Data processing carried out by Beauvoir in connection with this Agreement, and (at the cost of each Contracting Party) allow for and contribute to a reasonable number of audits, including inspections, conducted by the Contracting Party or another auditor mandated by the Contracting Party, as may be required to demonstrate compliance with applicable Data Protection Law;

7.1.8 ensure that its Employees who have access to Personal Data are subject to requirements of confidentiality; and

7.1.9 upon termination of the Agreement, and upon receipt of, at the option of the Contracting Party, delete or return to the Contracting Party (as required by the Data Protection Law) the Personal Data processed in connection with the Services, save that Beauvoir may retain copies of such Personal Data that it is required by Applicable Laws to store.

8. **Sub-Processors**

8.1 Subject to the remainder of this paragraph 8, Beauvoir shall not give access to or transfer any Personal Data to any third party (including any Associated Companies, group companies or sub-contractors) ("**Sub-Processors**") without the prior written consent of the Contracting Party.

8.2 The Contracting Party is deemed to have already consented to Beauvoir's use and all third parties utilised by Beauvoir for the benefit of the Contracting Party in connection with its delivery of the Services as Sub-Processors.

8.3 Where the Contracting Party does consent to Beauvoir engaging a Sub-Processor, Beauvoir must enter into a contract with the Sub-Processor which contains provisions that are substantially similar to those in that paragraphs 4 to 8 of this Schedule and are required by applicable Data Protection Law. For the avoidance of doubt, where a third party fails to fulfil its data protection obligations under the sub-processing agreement, Beauvoir will remain fully liable to the Contracting Party for the fulfilment of Beauvoir 's obligations under that paragraphs 4 to 8 of this Schedule.

8.4 Notwithstanding paragraph 8.1, Beauvoir can at any time appoint a new or replacement Sub-Processor provided that the Contracting Party is given two (2) weeks' prior notice and the Contracting Party does not object to such changes within that timeframe. If the Contracting Party objects to the appointment of a new or replacement Sub-Processor within such period, the Contracting Party may, by providing written notice to Beauvoir, terminate the Service which cannot be provided by Beauvoir without the use of the objected Sub-Processor.