

# Data Processing Addendum based on U.S. Privacy Laws Version 1.0 (January 2025)



This Data Processing Addendum ("**Addendum**") will apply from **1 January 2025** and will be deemed to be incorporated into all agreements and contracts pursuant to which affiliates and subsidiaries of the Maples Group that are domiciled in the USA provide their non-legal services (each of such agreement or contract being an "**Underlying Agreement**").

## 1 Definitions

1.1 In this Addendum, unless the context dictates otherwise, the following capitalised terms shall have the following meanings:

- (a) "**Applicable Privacy Laws**" means any international, national, federal, or state code, statute, regulation, or any other legal instrument which pertains to the protection of privacy and security of Personal Data, and which is applicable to Maples and/or Client. Depending on the context, Applicable Privacy Laws may include: (i) the CCPA, the Delaware Personal Data Privacy Act, the Colorado Privacy Act, the Virginia Consumer Data Protection Act, and the Connecticut Data Privacy Act (collectively, together with analogous laws in other U.S. states, "**U.S. State Privacy Laws**"); (ii) Division 3, Part 4, Title 1.81, sections 1798.81.5 and 1798.81.2 of the California Civil Code; (iii) Title 6, Subtitle II, Chapter 12B of the Delaware Code; (iv) Part I, Title XV, Chapter 93H of the Massachusetts General Laws; (v) Title 201, Regulation 17.00 of the Code of Massachusetts Regulations; (vi) GLBA; and (vii) any other law which imposes requirements that are equivalent or analogous to any of the foregoing.
- (b) "**CCPA**" means the California Consumer Privacy Act (Division 3, Part 4, Title 1.81.5 of the California Civil Code) and its regulations.
- (c) "**Client**" means the person or entity that has entered into an Underlying Agreement with Maples.
- (d) "**Client Group**" means the group of companies comprising affiliates and subsidiaries of Client.
- (e) "**Client Personal Data**" means any information which: (i) constitutes Personal Data; and (ii) is disclosed to or otherwise made available to Maples by or on behalf of Client or any other member of the Client Group in connection with the Underlying Agreement.
- (f) "**Client Relationship Personnel**" means Client Group personnel who are involved in managing and administering the Client Group's business-to-business relationship with the Maples Group outside the actual receipt of Services, such as Client Group personnel involved in the procurement of and payment for the Services.
- (g) "**Data Breach**" means any incident which: (i) involves any accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access of or to Personal Data, or otherwise compromises the confidentiality, integrity, or availability of Personal Data; and (ii) is confirmed to have affected Client Personal Data.
- (h) "**Data Subject**" means any identified or identifiable natural person to whom Client Personal Data relates, such as a "consumer" as defined under U.S. State Privacy Laws.
- (i) "**Data Subject Request**" means any request made by any Data Subject pursuant to information rights he or she enjoys under U.S. State Privacy Laws, GLBA, or any other Applicable Privacy Laws.
- (j) "**GLBA**" means the Gramm-Leach-Bliley Act (Title 15, Chapter 94 of the U.S. Code).

- (k) **"Maples"** means the relevant affiliate or subsidiary of the Maples Group which is domiciled in the USA and which has entered into the Underlying Agreement with Client.
- (l) **"Maples Group"** means all direct and indirect subsidiaries of Maples International Holdings Limited as well as Maples and Calder (Cayman) LLP and The Maples Group Partnership, and all the other entities and undertakings using the name 'Maples and Calder', 'MaplesFS', or 'Maples' including any derivations thereof, listed at <https://maples.com/legalnotices>.
- (m) **"Personal Data"** means any information which can in any way (directly or indirectly, either on its own or in conjunction with any other information) be used to identify any natural person, including, without limitation, any information which constitutes: (i) 'personal information' as defined in the CCPA; (ii) 'personal data' as defined in other U.S. State Privacy Laws; or (iii) 'nonpublic personal information' as defined in the GLBA.
- (n) **"Processing"** means any action or set of actions taken (or to be taken) or operation or set of operations performed (or to be performed) by Maples with respect to any Client Personal Data, including, without limitation, collection, deletion, disclosure, retention, storage, and use. Derivative terms such as **"Process"** and **"Processed"** shall be construed accordingly.
- (o) **"Sale"** and **"Sell"** have the meaning set forth in U.S. State Privacy Laws.
- (p) **"Services"** means the services which Maples has contracted to provide pursuant to the Underlying Agreement.
- (q) **"Targeted Advertisement"** means any Processing which constitutes: (i) 'cross-context behavioral advertising' as defined in the CCPA; (ii) 'targeted advertising' as defined in other U.S. State Privacy Laws; or (iii) any other Processing equivalent to either of the foregoing.

1.2 Any reference to a code, statute, regulation, or any other legal instrument in this Addendum shall be construed as including a reference to:

- (a) any subordinate legislation made thereunder; and
- (b) such code, statute, regulation, or other legal instrument as the same is amended, consolidated, re-enacted, or replaced from time to time.

## **2 Scope of this Addendum**

2.1 This Addendum shall govern all Processing which Maples undertakes in connection with the Underlying Agreement.

2.2 The particulars of Processing shall be as follows:

- (a) The purpose of Processing shall be as set out in Clause 4.1;
- (b) The instruction for Processing shall be as set out in Clause 5.1;
- (c) The nature of Processing shall encompass collection, use, combination, disclosure, retention, destruction, and all other Processing which are inherent in or necessary to facilitate the provision of Services in accordance with the Underlying Agreement;
- (d) The types of Client Personal Data subject to Processing shall be as follows:
  - (i) Contact Details. The Data Subject's contact details such as title, name, postal address, email address, and phone number.

- (ii) Service Records. Information about the Data Subject which Maples obtains in order to provide Services. Depending on the circumstances, such information may include, without limitation, the Data Subject's assets and liabilities, any directorship / partnership the Data Subject holds, the Data Subject's business dealings with Maples or Client, actions Maples takes towards the Data Subject based on instruction given by Client, and information about the Data Subject's personal circumstances.
  - (iii) KYC Records. Information about the Data Subject which Maples or Client is obliged to check for legal or regulatory reasons, such as the Data Subject's date of birth, country of residence, nationality, any ownership interest in any entity or asset the Data Subject holds, the Data Subject's source of wealth, and other like information concerning the Data Subject's identity and background (which may include, where applicable, information which constitutes 'sensitive data' or 'sensitive personal information' for the purposes of a U.S. State Privacy Law, such as the Data Subject's citizenship or immigration status). Some Contact Details (e.g., name) and Service Records (e.g., certain holdings) are used for the relevant checks and thus are part of KYC Records.
  - (iv) Client Relationship Personal Data. This is Personal Data about Client Relationship Personnel acting in their capacity as such. Maples may obtain this information as part of its day-to-day business operations, including but not limited to, in connection with the Data Subject's attendance at meetings with Maples or correspondence with Maples.
- (e) The duration of Processing shall be as set out in Clause 9.

2.3 Should a conflict arise between any provision of this Addendum and any provision of the Underlying Agreement, the provision of this Addendum shall take precedence over the conflicting provision of the Underlying Agreement, and this Addendum shall be deemed to amend the Underlying Agreement to the extent of such conflict (but only in relation to matters concerning Processing).

2.4 This Addendum shall be deemed have become effective and shall be deemed to be incorporated into the Underlying Agreement:

- (a) on the date on which the Underlying Agreement becomes effective, if the Underlying Agreement incorporates this Addendum by making express reference to this Addendum from the outset; or
- (b) the date on which this Addendum is brought to the attention of Client, where Client has continued to accept Services from Maples under the Underlying Agreement after the date on which this Addendum is brought to the attention of Client.

2.5 This Addendum shall survive (together with any other relevant provision of the Underlying Agreement) any termination or expiry of the Underlying Agreement for as long as any Client Personal Data remains under Maples's custody or control.

### **3 Authority in respect of Client Personal Data**

3.1 Before disclosing or otherwise making Client Personal Data available to Maples, Client shall ensure that it and the relevant members of the Client Group are authorised to do so under the Applicable Privacy Laws so that Maples may undertake Processing lawfully in accordance with the Underlying Agreement and this Addendum.

## 4 Purpose of Processing

4.1 Subject always to Clause 4.2, Processing may be undertaken by Maples only in accordance with this Addendum, if and to the extent it is necessary for one or more of the following business purposes:

- (a) For all Client Personal Data:
  - (i) Provision of Services as detailed in the service descriptions set out in the Underlying Agreement and fulfilment of Maples's obligations under the Underlying Agreement;
  - (ii) Billing and collection of fees payable to Maples by Client under the Underlying Agreement;
  - (iii) Enforcement of the Underlying Agreement against Client; and
  - (iv) Compliance with laws and regulations that are directly applicable to Maples;
- (b) For Client Relationship Personal Data only, the maintenance and development of the client relationship between Maples Group and Client Group; and
- (c) For KYC Records only, the Processing (including internal and external disclosure) of such records as described in (i) paragraphs 7.3 to 7.5 of the Client Privacy Notice adopted by Maples (if applicable), which can be accessed at <https://maples.com/privacy>; and (i) the 'Clarification Regarding Due Diligence Checks' section of the web page that can be accessed at <https://maples.com/privacy>;

and Maples shall not, unless permitted to do so by the Applicable Privacy Laws or in writing by Client, undertake Processing for any other purpose, whether commercial or otherwise, outside the direct business relationship between Maples and Client.

4.2 Regardless of the purpose for which Maples undertakes Processing, Maples shall not under any circumstance Sell Client Personal Data, "share" Client Personal Data as defined under the CCPA, or otherwise Process Client Personal Data for Targeted Advertising unless expressly instructed to do so by Client.

4.3 Where Maples is required, under any applicable law of the jurisdiction to which Maples is subject, to Process any Client Personal Data for any purpose inconsistent with Clause 4.1, Maples shall, to the extent it is legally permitted to do so, promptly notify Client and refrain from complying with such requirement without first conferring with Client.

## 5 Manner of Processing

5.1 Maples shall ensure that Processing is undertaken only on documented instructions given by Client. Such instructions include the Underlying Agreement, this Addendum, and any specific instruction which Client (or the relevant member of the Client Group) may from time to time give to Maples pursuant to this Addendum and/or the Underlying Agreement.

5.2 Maples shall at all times comply with the Applicable Privacy Laws in undertaking Processing, and Maples shall promptly notify Client if Maples at any point discovers that it is no longer able to comply with any of the Applicable Privacy Laws with respect to the Client Personal Data. Where the CCPA applies, Maples will provide Client Personal Data with the level of protection required of "businesses" under the CCPA.

5.3 Where Maples considers that any instruction regarding Processing given by Client infringes the Applicable Privacy Law in any way, Maples shall promptly notify Client and seek clarification regarding such instruction. Maples reserves the right to refuse to perform the relevant

Processing fully as instructed if Maples considers the instruction to be wholly unwarranted in light of the materiality of the infringement.

- 5.4 Where the CCPA applies to Processing, Maples certifies that it understands and will comply with the restrictions that apply in relation to Processing under section 1798.140(j)(1)(A) of the CCPA.
- 5.5 Maples shall not subcontract or delegate Processing for Client to any third party without notifying Client and obtaining Client's prior written consent (which consent Client shall not unreasonably withhold, condition, or delay). Such notice and consent shall be deemed to be given in respect of any third party (including any other member of the Maples Group) to whom Maples is, under the Underlying Agreement, permitted to subcontract or delegate part or whole of Services.
- 5.6 Where Maples subcontracts Processing to any third party (subject always to Clause 5.5), Maples shall ensure that the relevant third party undertakes Processing in accordance with the Applicable Privacy Laws, pursuant to a written contract which imposes on the third party obligations concerning Processing which are equivalent to those that are set out in this Addendum.
- 5.7 Maples shall ensure that each person it authorizes to engage in Processing is subject to an appropriate statutory or contractual duty of confidentiality in respect of Client Personal Data.
- 5.8 Except for Client Relationship Personal Data or KYC Records, Maples shall not combine Client Personal Data with other Personal Data which Maples receives from or on behalf of any third party, unless such Processing is permitted under the Applicable Privacy Law.
- 5.9 Where Maples receives any Data Subject Request or any other inquiry regarding either party's compliance with the Applicable Privacy Laws with respect to Client Personal Data, Maples shall, to the extent it is legally permitted to do so, promptly notify Client and refrain from complying with such requirement without first conferring with Client.

## **6 Security of Processing**

- 6.1 For as long as Client Personal Data remains under Maples's custody or control, Maples shall implement and maintain reasonable technical and organisational security measures to protect Client Personal Data against Data Breach. Maples shall provide a description of such security measures to Client upon request.
- 6.2 Where Maples becomes aware of any Data Breach, Maples shall:
  - (a) notify Client as soon as reasonably practicable and without undue delay;
  - (b) take reasonable steps to contain and mitigate the consequences of the Data Breach;
  - (c) to the maximum extent permitted by the applicable law, refrain from communicating to any third party (including any Data Subject) about the Data Breach (if it affects only Client) or about Client's relationship to the Data Breach (if the Data Breach also affects other entities' Personal Data, such as a Data Breach affecting the data of multiple Maples clients) without first conferring with Client (except where such communication with third party is necessary in order to contain and mitigate the consequences of the Data Breach); and
  - (d) comply with Clause 7 below in relation to the Data Breach.

## **7 Cooperation in respect of Processing**

- 7.1 Without prejudice to the other provisions of this Addendum, Maples shall provide all such information, assistance, and cooperation as Client may reasonably require in ensuring or demonstrating that Processing meets the requirements of Applicable Privacy Laws.
- 7.2 Maples shall provide the information, assistance, and cooperation referred to in Clause 7.1 above in respect of all relevant matters pertaining to Processing, including, without limitation, the following:
- (a) any Data Subject Request or any other inquiry regarding either party's compliance with the Applicable Privacy Laws, including by taking appropriate technical and organizational measures to assist Client in meeting its obligation to respond to Data Subject Requests;
  - (b) technical or organisational security measures to be used in safeguarding Client Personal Data against Data Breach;
  - (c) any privacy impact assessment, data protection assessment, or similar assessment to be conducted in relation to Processing by or on behalf of Client pursuant to the Applicable Privacy Laws;
  - (d) any audit of Processing to validate compliance with this Addendum and/or the Applicable Privacy Laws, to be conducted by or on behalf of Client (or by an independent third party);
  - (e) any investigation to be conducted in relation to Processing by the relevant authorities pursuant to the Applicable Privacy Laws; and
  - (f) any action to be taken in response to any Data Breach (including, where applicable, any notification to be made the relevant authorities and/or the affected Data Subjects pursuant to the Applicable Privacy Laws).

## **8 Audit of Processing**

- 8.1 Maples shall provide all such information, assistance, and cooperation as Client may reasonably require to audit or inspect Maples's compliance with this Addendum. Such an audit or inspection may be conducted:
- (a) only if and to the extent the Underlying Agreement fails to make provisions for such an audit or inspection;
  - (b) by a third-party auditor acting on behalf of Client, or an independent third-party auditor, the appointment of which shall be subject to Maples's consent (which consent Maples shall not unreasonably withhold, condition, or delay);
  - (c) only upon Client giving reasonable prior notice in writing;
  - (d) during normal business hours in a manner that avoids or minimises disruption to Maples's day-to-day business activities; and
  - (e) no more than once in any given twelve (12) months period.
- 8.2 Each party shall bear its own cost in undertaking an audit pursuant to this Clause 7, save that where an audit conducted under this Clause 7 reveals any material non-compliance with this Addendum by Maples (or any of its subcontractors), Maples shall, at its own cost, take all such steps as Client may reasonably specify to remedy such non-compliance.

## **9 Duration and Cessation of Processing**

9.1 The duration of Processing will be as follows:

- (a) Client Personal Data will be retained for as long as Maples is required to provide Services; and
- (b) once the provision of Services ends, whether through the termination of the Underlying Agreement or otherwise, Processing will be restricted to retention of up to 10 years in accordance with the records retention policy of Maples.

9.2 If the Underlying Agreement expires or is terminated for any reason whatsoever, Maples shall:

- (a) cease all Processing which is not strictly necessary to enable Maples to comply with its records retention policy or any obligation under the Underlying Agreement or this Addendum which is applicable after the expiry or termination of the Underlying Agreement; and
- (b) at Client's option, permanently and irreversibly return, transfer, destroy, or delete (to the extent technically feasible and commercially practicable) all Client Personal Data under the custody or control of Maples for which such residual Processing is not required.

9.3 If and to the extent it is not technically feasible and/or commercially practicable for Maples to permanently and irreversibly comply with Clause 9.2(b), Maples shall ensure that any residual Client Personal Data which is retained under its custody or control is permanently put beyond use and not Processed any further save for such unavoidable retention of such residual Client Personal Data during the time that such retention remains not technically feasible and/or commercially practicable.

9.4 Client may, at its option and at any time during the term of the Underlying Agreement, require Maples to return, transfer, destroy, or delete Client Personal Data, in whole or part, in accordance with Clause 9.19.2.

9.5 Notwithstanding Clauses 9.2 through 9.4, and subject to Clause 4.3, Maples may retain and Process Client Personal Data if and to the extent it is obliged to do so under any applicable law of the jurisdiction to which Maples is subject.

9.6 Clauses 9.2 through 9.4 do not apply to Client Relationship Personal Data.

## **10 Liability for Processing**

10.1 Any breach of this Addendum shall be treated as a breach of the Underlying Agreement, and the consequence and liability for such breach shall be treated in accordance with the relevant provisions of the Underlying Agreement.

10.2 Maples shall remain liable for any act or omission on the part of any third party to whom Maples:

- (a) discloses Client Personal Data otherwise than in accordance with Client's instruction; or
- (b) subcontracts Processing (regardless of whether or not such subcontracting takes place with Client's consent),

insofar as such third party's act or omission affects Client Personal Data.

## **11 Governing Law and Dispute Resolution**

11.1 This Addendum shall be governed by and construed in accordance with the same governing law the parties have chosen to apply to the Underlying Agreement. Any dispute arising under

or in connection with this Addendum shall be resolved in accordance with the relevant provisions of the Underlying Agreement.

**Change Log**

Version	Date	Remark
1.0	2025-12-01	Original version effective from 2025/01/01, prepared as part of DPDPA implementation.