



## ISTARI CLIENT ENGAGEMENT LETTER TERMS AND CONDITIONS MAY 2023

These terms and conditions and the engagement letter (and any statement of work under the engagement letter) that they accompany together form a contract between the parties to the engagement letter.

We do not amend these terms and conditions by varying text in this document itself. Any variations to these terms and conditions may only be effected within an engagement letter, a statement of work or another amendment permitted by paragraph 14.6.

### 1 The services and changes to the services

The Engagement Letter describes the nature and scope of the services that we agree to perform and an outline of the timetable for performing them.

1.2 You and we may change things set out in a statement of work.

1.3 We prefer to make changes through a formal document, especially if they are material, but we can agree changes through less formal means including by email.

1.4 No change is effective on our part unless agreed in writing (including by email) by the ISTARI relationship leader (this is the person described as such in the statement of work or as we subsequently notify to you), making clear that it involves a change to the scope of services to be performed under our contract with you.

1.5 We will perform the services with reasonable skill and care using appropriately skilled and experienced people. These people may be our staff or subcontractors (and we will be responsible for work by our subcontractors that you reasonably believe to be under this contract as if it were our own work; this does not include work that our subcontractors agree to perform for you directly).

1.6 We will endeavour to ensure that there is continuity in the team performing the work and, if we change the composition of our team, we will endeavour to minimise any inconvenience to you.

### 2 Who can benefit from and see our work

2.1 Only the legal entity or entities named as client in the Engagement Letter statement of work may rely on our work and enforce the contract. We owe no duty or liability under or in connection with our work or the contract to any other entity or person.

2.2 We will perform our work for the purposes you have described to us and/or that we have outlined to you we understand before the scope of the services is agreed. If you use our work for other purposes, it may be unsuitable for those purposes.

2.3 If you would like any other entity or person to be able to rely on our work or enforce the contract, please discuss this with the ISTARI relationship leader (see paragraph

1.4). A change in this regard is only effective if set out in a formal change document (not email).

2.4 If you wish to share any aspect of our work with any entity or person other than the legal entity or entities named as client in the Engagement Letter, you are responsible for any losses we suffer as a result of your sharing it without having first obtained our permission in writing. We would typically only grant permission if the intended recipient were first of all to enter into a "hold harmless letter" with us on terms acceptable to us acting in good faith.

2.5 If we do permit any entity or person other than the legal entity or entities named as client in the Engagement Letter to rely on our work or enforce the contract, you and we can agree to a change to our services or the terms and conditions of our contract without the consent of or notice to that other entity or person.

### 3 Our dependencies on you and matters beyond our control

3.1 In order to perform our work as required by the contract, we will have dependencies on you.

3.2 We have general dependencies on you (that we need not specify further) and you have general duties to:

3.2.1 provide us, all information and cooperation that would reasonably be considered to be within your control relevant to enabling us to perform our work; and

3.2.2 minimise insofar as you are reasonably able any loss you suffer as a result of any actual or alleged defect, delay or failure in the performance of our work.

3.3 We may communicate additional, specific dependencies to you on a case-by-case basis, but you should expect that we may request access to people, premises, information and systems.

3.4 We are not liable to you for any defect, delay or failure in the performance of our work to the extent that it would reasonably be considered to result from your not fulfilling a relevant dependency or any event or circumstance beyond our control (including hostile state



action, terrorism, cyber attack, riot, epidemic, extreme weather, natural disaster, labour dispute, infrastructure failure or other event or circumstance having a similar adverse effect as any of the foregoing may cause).

**4 If you think we may have breached our contract**

4.1 We want you to be satisfied with our work. If you are dissatisfied with any aspect of our work, you must raise the matter with your ISTARI relationship lead (see paragraph 1.4) as soon as possible in order that we are aware of and/or may investigate any potential defect, delay or failure in the performance of our work and the consequences of that and may attempt to address it.

4.2 You agree to give us in writing such details as we may reasonably request of your concerns and any actual and potential losses you may suffer as a result of any actual or alleged defect, delay or failure in the performance of our work and of any steps you have taken and intend to take in order to minimise any such losses.

4.3 We are entitled to address any defect, delay or failure in the performance of our work by reperforming the work unless this is impractical.

4.4 Our liability to you in respect of any defect, delay or failure in the performance of our work and otherwise under or in connection with the contract and any matter referred to in it is limited as follows:

4.4.1 our maximum liability for any and all losses, damages, liabilities and costs you suffer or incur is an amount equal to the fees agreed for the applicable work item or work phase in respect of which the defect, delay or failure exists; if you do not pay our fees for the work, do not fulfil a dependency we had on you in order for us to be able to perform the work, do not (where applicable) follow any recommendation we make, or the contract is terminated thereby reducing the work to be performed or you instruct us not to perform work for which fees were agreed, this will be taken into account and reduce our maximum liability accordingly;

4.4.2 we have no liability to you in respect of the work other than as described under the contract (we do not owe you, and have no liability for, extra-contractual obligations under tort, statute or otherwise; you have not engaged us other than on the basis of the express terms and conditions of the contract);

4.4.3 we have no liability to you for any loss of revenue, profit, business opportunity,

goodwill, reputation, anticipated savings or any special, indirect or consequential loss or punitive damages;

4.4.4 sometimes there is a risk that we may be prejudiced if you incur a loss which is caused partly by us and partly by contributory actions or omissions by you or anyone else acting for you; if we are liable to you in these circumstances, you agree that our liability to you will not exceed our proportionate responsibility for any loss you may incur, having regard to the proportionate responsibility for that loss of you or of anyone else acting for you; if you have agreed to limit another liable supplier's liability, our liability will be no greater than it would be if you had not agreed to limit the other supplier's liability; we are not responsible for the management or provision of advice or services or fees and expenses of any of your other suppliers; and

4.4.5 we have no liability to you for any item of loss, damage, liability or cost you suffer or incur unless you give us notice of a claim in respect of the act or omission causing the same (a) within 12 months of when you ought first reasonably to consider, based on what you know, that you have a basis to make the claim and (b) within 36 months of the act or omission first occurring,

but these exclusions and limitations of liability do not operate to exclude or limit our liability to the extent that it cannot be excluded or limited by applicable law (including as applicable law may apply in respect of any of fraud, fraudulent misrepresentation, wilful misconduct, death and personal injury).

4.5 You agree not to make, and waive any claim you do make, against each and every director, officer, employee, subcontractor, agent or adviser of ours or any affiliate of ours under or in respect of our work and the contract and agree that you may only claim against us. Each other such person is entitled to rely on this paragraph 4.5 under applicable third party rights legislation or alternatively we may enforce this paragraph 4.5 on their behalf. You and we can agree to a change to our services or the terms of our contract without the consent of or notice to any such other person.

4.6 If and when an entity or person claims, or you are aware that it might make a claim, against you and you are aware that you might make a claim against us as a result of that actual or potential third party claim, you agree to inform us promptly of that giving us



reasonable details (if available) of the nature, basis and potential amount of the actual or potential claim and, where practicable, not to admit liability or reach any agreement or compromise without first consulting us as to your response to the actual or potential claimant.

4.7 To the extent lawful and practicable, you agree similarly to inform and consult us if and when you are aware that any governmental agency has commenced or you have reason to believe that it is considering commencing any investigation or inquiry involving you or us or any persons associated with you or us and which might raise questions or concerns regarding our work for you.

**5 Intellectual property**

5.1 Subject to paragraphs 5.2 and 8.5, you will, upon payment in full of our fees for the relevant work product, own all right, title and interest in and to any reports and advice we provide you in the performance of the contract. Pending payment in full of our fees, all that right, title and interest belongs to us and we grant you a non-assignable and non-sub-licensable licence of these items that is revocable by us if you do not pay our fees when due. We acknowledge that your confidential information contained or reflected in the items belongs to you.

5.2 We (or as applicable one or more of our applicable affiliates and subcontractors) are and will at all times remain exclusive owner of all right, title and interest in and to the know-how and professional knowledge (including processes, reports, templates, images, designs, procedures, methods, methodologies, ideas, discoveries, creations and developments) used and/or gained in the provision of the services. We (or as applicable one or more of our applicable affiliates and subcontractors) may use those for our own and other clients' purposes, noting that we agree to respect our obligations in respect of your confidential information.

5.3 In performing the contract, you and we each agree not to infringe any person's intellectual property rights of which, respectively, you or we are or ought reasonably to be expected to be aware.

**6 Confidentiality and conflicts of interest**

6.1 You and we agree to keep the contract and the information shared between us (before or after signing of the contract) in connection with or in furtherance of it confidential and secure from unauthorized use and disclosure (using the same degree of care as, respectively, you and we use, subject to at least a reasonable degree of care) unless and to the extent:

6.1.1 it is information that was already in the relevant party's lawful possession or is publicly available or it is obtained independently of the contract (in each case other than as a result of a breach of an obligation of confidentiality of which the relevant party is or ought reasonably to be expected to be aware); or

6.1.2 otherwise required by law, regulation, court order or other public authority.

We may disclose your confidential information only to such of our affiliates and our and our affiliates' and subcontractors' directors, officers, employees, agents, auditors, insurers and advisers whom we reasonably need to have it in connection with the formation of and the exercise of our rights and the performance of our obligations under the contract (and our related financial reporting and insurance affairs) and we agree to ensure that the information is only used for those purposes.

Without limiting paragraph 2, you may disclose our confidential information only to such of your affiliates and your and your affiliates' directors, officers, employees, agent and advisers whom you reasonably need to have it in connection with the formation of and the exercise of your rights and the performance of your obligations under the contract and you agree to ensure that the information is only used for those purposes.

We and you respectively must ensure that the permitted recipients of information as described above observe this paragraph 6 as if they were bound by it themselves.

We and you respectively may seek specific performance or injunctive relief in addition to any other available remedy for any actual breach or threatened breach of this paragraph 6.

6.2 If a party is required by law, regulation, court order or other public authority to disclose information as contemplated by paragraph 6.1.2, it must in each of the following cases to the extent lawful and practicable:

6.2.1 promptly notify the other party of that fact including details of what is required to be disclosed and why;

6.2.2 give reasonable consideration to any representations that the other party makes to seek to limit the disclosure;

6.2.3 allow the other party to make those representations itself to the court or authority requiring or ordering disclosure if applicable;

6.2.4 disclose the minimum information necessary to satisfy the disclosure obligation; and



6.2.5 use reasonable endeavours to ensure that the confidentiality of the information is made known to, and observed by, the recipient of the information.

6.3 You acknowledge that we may possess information in relation to other entities and persons in respect of which we are bound by obligations of confidentiality and we have no duty to disclose any such information to you. We are not restricted from acting for other existing and future clients even if they are competitors of yours.

6.4 If in performing the contract we or any of our subcontractors identify any technical indication of compromise or any other digital signature or information on any cyber pattern, attacker's tactics, techniques and procedures, infrastructure or operations, this does not form part of your or any of your affiliates' confidential information and we, our affiliates and our subcontractors may use the same so long as such use is not in a way which might reveal or otherwise compromise the identity or personal data of any of you, your affiliates or any third party whose identity or personal data is held by you or any of your affiliates and available to us in the information that we gain from performing the contract.

## **7 Complying with the law and safeguarding our reputation**

7.1 You accept that we may take whatever steps we consider in good faith are appropriate to comply with applicable laws and regulations in performing the contract even if to do so would be inconsistent with the terms of the contract. To the extent lawful, we will use reasonable endeavours to inform you if we consider that we need to comply with any applicable laws and regulations that are inconsistent with the terms of the contract.

7.2 If we consider in good faith that work under the contract carries a material risk for us of incurring a material legal liability (other than one caused by any act or omission of ours and people we use to perform the contract) or suffering material reputational risk, we may consult with you as to means of eliminating or reducing the risk. If, after so consulting, we consider in good faith that the risk will not be satisfactorily eliminated or reduced then we may reduce the scope of the services or terminate the contract by notice to you.

7.3 We will process any personal data that is transferred to, or is otherwise obtained by, us in the course of our business relationship with you in accordance with the applicable laws and regulations relating to the processing of personal data and privacy including, as applicable, the EU General Data Protection Regulation ("EU GDPR") including insofar as it forms part of UK law ("UK GDPR") and the UK Data Protection Act 2018 and the Singapore Personal Data Protection Act 2012 together with any

other law relating to data protection or privacy, in each case as may be replaced, extended or amended from time to time ("**Applicable Data Protection Laws**"). For further information on how we process personal data, please see our Privacy Notice at [istari-global.com](http://istari-global.com).

7.4 In the event that the services we provide involve personal data protected by Applicable Data Protection Laws, the use and security of such personal data is governed by the Data Protection Addendum (together with the relevant and supporting Appendices to be agreed in each case) provided in this Engagement Letter, and such agreement is incorporated and made a part of these terms and conditions.

7.5 You and we each agree to use all reasonable endeavours to comply with all applicable laws and regulations regarding anti-bribery, and-corruption, anti-money laundering, anti-terrorist financing, anti-cyber crime, anti-modern slavery and human trafficking and international sanctions and that failure so to comply and association with any person not so complying may expose us and you respectively to reputational and other risks.

## **8 Communications between us and record-keeping**

8.1 You and we may communicate with one another by electronic means and we each expect that information, correspondence, reports and other records will be exchanged between us primarily by email or other commonly accepted means of electronic file transfer. We prefer not to receive information in hard copy form.

8.2 There is no guarantee that electronic communications will be secure, virus-free or successfully delivered. We are not liable to you if, due to circumstances beyond our reasonable control, electronic communications are intercepted, delayed, corrupted, not received or received by persons other than intended recipients.

8.3 Please note that communications other than by email to [@istari-global.com](mailto:@istari-global.com) email addresses or by Microsoft Teams or Zoom or by telephone to numbers provided in senders' email signature blocks are not protected by our corporate information technology security tools and use of messaging services such as WhatsApp, Signal, Telegram and Threema (to the contents of which we do not have access other than through individuals using those services) may carry increased risks accordingly. We do not routinely apply password protection to all our electronic documents and you are taken to accept this unless you specifically instruct us otherwise.

8.4 We will retain and may in due course delete information received from you in accordance with our normal



corporate information management policies and procedures that apply from time to time; we do not accept any duty to retain records for particular periods of time unless agreed with you expressly.

8.5 Without prejudice to paragraph 5, we may retain copies of all correspondence with you and documents created by us in the performance or furtherance of the contract. This is for the purpose of exercising our rights under paragraph 5.2 and for being able to defend ourselves against any claim you may make as contemplated by paragraphs 4 and 14.5.

8.6 Formal notices under or in respect of the contract must be sent by email for the attention of the lead representative of the party concerned from time to time. That is initially the relevant person who signs the Engagement Letter for you or us (as the case may be) and otherwise as subsequently notified in writing to the then-current lead representative of the other party in each case.

8.7 Notices to commence litigation or arbitration proceedings must also be sent in hard copy form (as well as by email) to the physical address of the party concerned as set out in the Engagement Letter.

8.8 Notices will be treated as received when sent by email unless the sender receives an automatic reply stating that the message was not delivered or the recipient can provide reasonable evidence to the contrary or certify that to the best of his or her knowledge the message was not received. Out of office autoreplies will be treated as receipts.

## **9 Our fees and expenses**

9.1 Our invoices for our fees, expenses and any applicable taxes are payable within 30 days of the date you receive the invoices, unless you notify us in good faith within that time that you dispute the amounts invoiced. You agree to pay our invoices by bank transfer.

9.2 If you do not pay our invoices in full when due, we reserve the right to charge you interest on the unpaid amounts from the date of invoice at the rate of 2% above the base rate from time to time of HSBC Bank UK PLC and to cease performing work for you (and this is not a breach of contract).

9.3 If we successfully bring proceedings against you for unpaid amounts, we may charge you the judgement rate of interest from the date that we commence proceedings in respect of the principal amount for which we obtain judgement. If you dispute an invoice, we may charge you interest at the applicable rates described in these terms and conditions on that part of the amount that you disputed that you and we agree or

that the court or arbitrator(s) determine(s) was validly due.

9.4 We may invoice you and you agree to reimburse us for our reasonably and properly incurred out-of-pocket expenses incurred in performing services for you including travel, accommodation, cloud storage to the extent necessary for the services, in each case subject to your right to require receipts or other reasonable evidence of the expenses having been reasonably and properly incurred.

9.5 If we incur expenses in a currency other than the currency applicable to our fees, we may either require you to reimburse us the expenses in the currency in which they were incurred or we may invoice you for the expenses in the same currency as applicable to our fees using the exchange rate applicable at the date that we booked the expense in our general ledger quoted by our bank or, if not available, as selected by us acting reasonably for the purchase of the currency of the expenses using currency applicable to our fees.

9.6 If we subcontract the performance of our services, fees that we are liable to make to subcontractors and any fee for managing the subcontractors will be included within our fees, but any out-of-pocket expenses incurred by subcontractors will be invoiced to and reimbursed by you on the same basis as our own such expenses. We may earn commissions from subcontractors and other services providers whom you engage directly following a referral by us (you must assess any referral critically and we accept no responsibility for any decision you make to engage any such person).

## **10 Taxes, duties and exchange controls**

10.1 You agree to inform us as soon as reasonably practicable if our fees or expenses (or both) are subject to any withholding or deduction in respect of taxes or duties.

10.2 If the deduction or withholding is not reduced or removed, we may reflect those taxes or duties in our invoices so as to ensure that our overall position net of tax is no worse than it would have been in the absence of the taxes or duties.

10.3 If you do not inform us as required by paragraph 10.1 before we submit an invoice, the amount of the invoice will be treated as having increased as necessary to ensure that after any withholding or deduction we receive and retain a net sum equal to the amount of the invoice.

10.4 If your payment of our fees or expenses or our receipt of such payment is subject to exchange or other similar control, you must use your reasonable endeavours to obtain (or where appropriate help us to obtain) the



necessary consents as soon as possible after each invoice is submitted and then ensure we receive prompt payment in accordance with such consents.

10.5 If exchange control approval has not been obtained within 3 months from the date of our invoice then, if requested by us at any time thereafter, you must pay into an account designated by us the amount equivalent to the amount outstanding in the local currency of that account (converted using the exchange rate for purchasing the currency in which the fees are due at the date of the invoice as quoted by our bank or, if not available, as selected by us acting reasonably).

10.6 We will charge value added tax (or any similar tax) that we or a competent authority deem applicable on our fees and/or expenses.

## 11 Ending our agreement

11.1 You may give us written notice at any time:

11.1.1 requiring us to stop providing you with any or all of the services; or

11.1.2 terminating the contract altogether.

11.2 We may suspend or stop providing you with services by giving you reasonable written notice, but only if we have good reason to do so. Good reasons may include:

11.2.1 you do not fulfil a dependency that we have on you as contemplated by paragraph 3;

11.2.2 as contemplated by paragraphs 7.2 and 9.2.

11.3 Cessation or suspension of any of the services or termination of the contract does not affect rights accrued up to such cessation, suspension or termination and we remain entitled to our fees and expenses (and any applicable taxes) up to that time and rights and obligations capable of effect beyond termination (including as set out in paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 13 and 14) continue beyond termination. You and we may each by notice require the other to delete any confidential information protected by the contract received from or in respect of you or us respectively save for computer back-ups made in the ordinary course and save for materials we are permitted to keep under paragraph 8.5 and which remain in each case subject to continuing obligations of confidentiality as set out in these terms and conditions.

11.4 If you give us notice under paragraph 11.1 and to the extent that the applicable statement of work or engagement letter for services to be performed by us:

11.4.1 includes a fixed fee, that fixed fee remains due;

11.4.2 includes fees on a time incurred basis, the time incurred-based fees are due in respect of the period up to and including the date of the notice (or, if applicable, any later date given in the notice for us to stop providing services or for the contract to terminate); and

11.4.3 does not specify fixed or time incurred-based fees, then our fees in respect of the period up to and including the date of the notice (or, if applicable, any later date given in the notice for us to stop providing services or for the contract to terminate) will be such amount as we may determine acting reasonably to compensate us for the work we undertake up to and including the applicable date applying the principles underlying our pricing for the services for which we priced,

and in all cases we remain entitled to reimbursement of our expenses incurred up to and including the date of the notice (or, if applicable, any later date given in the notice for us to stop providing services or for the contract to terminate).

## 12 Warranties regarding the contract

12.1 You warrant that you have engaged us solely for yourself and not on behalf of any other person or entity.

12.2 You and we warrant to one another respectively that respectively your and our entry into and performance and enjoyment of the contract (including any amendment or statement of work subsequently entered into):

12.2.1 constitutes respectively your and our valid and binding obligations enforceable against you and us respectively in accordance with its terms;

12.2.2 has been validly entered into and all necessary corporate and other approvals, consents, filings and registrations necessary for that purpose have been obtained;

12.2.3 does not conflict with any law, regulation, order, restriction or requirement of legal effect binding on or entitling respectively you or any of your assets or us and any of our assets.

12.3 You and we warrant to one another respectively that you and we have not been induced to enter into the contract in reliance on any representation, warranty, statement or inducement other than as set out in the express provisions of the contract.



## 13 Publicity and marketing

- 13.1 We agree not to publicise our appointment by you to provide you the services without your prior written consent. We are not in breach of this obligation if our appointment becomes a matter of public record in a manner permitted by paragraph 6.
- 13.2 Unless you inform us otherwise in writing, we may from time to time provide you with information on our and our affiliates' and our and their investee entities' products and services.
- 13.3 You agree not to publicise our appointment by you to provide you the services without our prior written consent. You are not in breach of this obligation if our appointment becomes a matter of public record in a manner permitted by paragraph 6.

## 14 Miscellaneous

- 14.1 **Precedence of terms.** If there is any inconsistency between these terms and conditions, the Engagement Letter that these terms and conditions accompany and any statement of work under the Engagement Letter, the following order of precedence applies: first, any statement of work signed after the date of the Engagement Letter prevails; secondly, the Engagement Letter prevails; and thirdly, any statement of work dated the same date as the Engagement Letter prevails; and these terms and conditions take effect subject to the foregoing.
- 14.2 **Assignment and subcontracting.**
- 14.2.1 Subject to paragraphs 14.2.2 and 14.2.3, neither you nor we may assign, transfer, subcontract, delegate, hold in trust, grant security over or create any derivative interest in relation to any of, respectively, your or our rights or obligations under the contract without, respectively, our or your prior written consent. You and we will give reasonable consideration to any request made for such consent.
- 14.2.2 We may assign our entitlement to all or any part of the fees, expenses and other monetary amounts due from you under the contract to one or more of our affiliates (see paragraph 14.10.6).
- 14.2.3 We may subcontract the performance of our obligations to one or more of (a) any subcontractors described in the Engagement Letter or any statement of work or as you may agree from time to time, such agreement not to be unreasonably withheld, conditioned or

delayed and (b) our affiliates. You agree that we may engage individual human consultants, directly or through personal service companies, as subcontractors without your prior consent.

- 14.2.4 You acknowledge that arrangements between us and any assignees and subcontractors constitute confidential information of ours.
- 14.3 **Counterparts.** The Engagement Letter (and any statement of work under the Engagement Letter) that these terms and conditions accompany may be signed by any legally valid wet ink or electronic signature in any number of counterparts, each of which is an original and all of which together are the same document.
- 14.4 **Governing law.** The contract, and all non-contractual rights and obligations arising out of or in connection with the contract and its formation, are governed by the laws of:
- 14.4.1 England and Wales where the Engagement Letter is signed by ISTARI International (UK) Limited or ISTARI Global Limited;
- 14.4.2 Singapore where the Engagement Letter is signed by ISTARI Global (Singapore) Pte. Ltd.; and
- 14.4.3 the State of New York, USA where the Engagement Letter is signed by ISTARI International (US) LLC.
- 14.5 **Disputes.** Subject to paragraph 4, you or we may seek to enforce the contract as follows:
- 14.5.1 neither you nor we may commence arbitration or litigation proceedings without first giving the other party at least 2 months prior notice of intention to commence proceedings and after that notice is given you and we must seek to resolve the matter amicably including by arranging a meeting or audio or video conference between your and our respective chief executive officers and chief legal officers (or in your case direct reports of theirs);
- 14.5.2 if the attempts to resolve the matter amicably do not succeed within 2 months (or such longer period as the parties may agree in writing), either party may (subject to paragraph 14.5.4) require the matter to be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as then in force. The appointing authority is the then-Secretary General of the Permanent Court of Arbitration or such other person as he or she may designate. Unless agreed otherwise in writing, 3 arbitrators appointed in



accordance with those Rules must decide the matter and the seat of arbitration is in London and the arbitration must be conducted in English;

14.5.3 the parties to the claim, the appointing authority and the arbitral tribunal must keep confidential the materials used and created for the arbitration and the awards and decisions of the arbitral tribunal unless (a) the information is publicly available (other than as a result of a breach of an obligation of confidentiality of which the relevant party is or ought reasonably to be expected to be aware) or (b) required to be disclosed by law, regulation, court order or other public authority (in which case paragraph 6.2 applies with such changes as are necessary) or (c) required by a party's professional advisers or insurers for the provision of their services to that party or (d) necessary to disclose to protect or pursue a legal right or to enforce or challenge an award in legal proceedings; and

14.5.4 within 2 months of the date on which valid notice is given in accordance with paragraph 14.5.1 (or such longer period as the parties may agree in writing), the party against whom the claim is made (or us in the case of an action for payment of our fees and expenses and any related taxes) may elect by notifying the other party in writing that the claim will be determined by an appropriate court (instead of being referred to arbitration). The appropriate court is in all cases the court of the jurisdiction whose laws govern the contract (see paragraph 14.4; in the case of New York, the court must be in the Southern District of Manhattan) and has exclusive jurisdiction to determine the claim. Each party irrevocably submits to the jurisdiction of the relevant court and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by the relevant court exercising jurisdiction in accordance with this paragraph 14.5.4.

14.6 **Amending the contract.** Save as otherwise provided in paragraph 1, these terms and conditions, the Engagement Letter that these terms and conditions accompany and any statement of work under the Engagement Letter may only be amended in writing signed by or on behalf of you and us.

14.7 **No waiver.** No failure to exercise or delay in exercising a right or obtaining a remedy for a breach of the contract amounts to a waiver of the right or remedy.

14.8 **Relationship of the parties.** Nothing in the contract makes either you or us (or anyone working for you or us in connection with the performance of the contract) an agent, employee, partner or joint venture partner of the other and neither you nor we (or anyone working for you or us in connection with the performance of the contract) has authority to bind respectively us or you (or anyone working for us or you respectively in connection with the performance of the contract).

14.9 **Entire agreement.** The Engagement Letter that these terms and conditions accompany, these terms and conditions and any statement of work dated the date of the Engagement Letter and referred to in it as having effect constitute your and our entire agreement with respect to their subject matter and supersede and extinguish all prior letters of intent, agreements and commitments (written or oral), drafts, proposals, correspondence and discussions with respect to that subject matter.

14.10 **Interpretation.** In these terms and conditions:

14.10.1 headings are for convenience only and do not affect interpretation;

14.10.2 "us" means the ISTARI-named entity that signs the Engagement Letter and "you" means the entity contracting to purchase services from us under the Engagement Letter;

14.10.3 "the contract" means these terms and conditions, the Engagement Letter that these terms and conditions accompany and any statement of work under the Engagement Letter, and any variation that takes effect as contemplated by paragraph 14.6;

14.10.4 the words "include", "includes" and "including" are to be construed as if followed by "without limitation";

14.10.5 there are references to "entities" and "persons" and these are for convenience to make this document easier to read, but the word "person" includes reference to any legal person (including any human and any legal entity) and to any unincorporated association, partnership, joint venture or similar; and

14.10.6 references to "affiliates" include, in relation to a person other than a human, reference to any other member of the group of which the person form part (that is any entity (including any partnership or other legal person) controlled by the person or that is under common control with the person, in each case directly or indirectly, excluding in our case (a) Temasek





Holdings (Private) Limited and its subsidiary undertakings (other than ISTARI Pte. Ltd. and its subsidiary undertakings which form our group for the purposes of these terms and conditions, other than as described in (b) and (c) below), (b) Sygnia Consulting Ltd. and its subsidiary undertakings and (c) Ensign Asia Pte. Ltd and its subsidiary undertakings), and "control" and "controlled" and "common control" mean ownership of greater than 50% of the voting

shares or other ownership interests of the other entity, or possession of the power to direct or cause the direction of the management and policies of the other entity by any means).



## DATA PROTECTION ADDENDUM

### 1. Definitions

1.1 In this DPA, the following terms have the meanings set out below:

1.1.1 **"Applicable Data Protection Laws"** means (a) UK, European Union or Member State laws with respect to any Client Personal Data in respect of which Client or any Client affiliate is a Controller under EU Data Protection Laws and the UK Data Protection Laws; and (b) any other applicable law with respect to any Client Personal Data in respect of which Client or any Client affiliate is a Controller (or its equivalent) under any other Data Protection Laws;

1.1.2 **"Contracted Processor"** means ISTARI or ISTARI affiliate and/or a Subprocessor, as the context requires;

1.1.3 **"Controller to Processor SCCs"** means the Module 2 of the EU Standard Contractual Clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and in relation to UK Restricted Transfers, deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA, and as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;

1.1.4 **"Client"** means the name of the client as detailed in the Terms;

1.1.5 **"Client Personal Data"** means any Personal Data Processed by any Contracted Processor pursuant to or in connection with the Terms and irrespective of whether the Contracted Processor is acting as Controller or Processor in relation to such Processing;

1.1.6 **"Data Protection Laws"** means the European Data Protection Laws, UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country, including but not limited to the Singapore Personal Data Protection Act 2012;

1.1.7 **"Delete"** means the removal or obliteration of Personal Data such that it cannot be recovered or reconstructed;

1.1.8 **"EU Restricted Transfer"** means either: (i) a transfer of Client Personal Data by Client or any Client affiliate to a Contracted Processor; or (ii) an onward transfer of Client Personal Data from ISTARI to a Subprocessor, in each case, where such transfer would be prohibited by European Data Protection Laws in the absence of the protection for the transferred Personal Data provided by the EU Standard Contractual Clauses or any other mechanism permitted under Applicable Laws;

1.1.9 **"European Data Protection Laws"** means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"); and laws implementing or supplementing the GDPR;

1.1.10 **"EU Standard Contractual Clauses"** means the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;

1.1.11 **"Member State"** means a member state of the EU;

1.1.12 **"Relevant Date"** means the date falling on the earlier of (i) the cessation of Processing of Client Personal Data by any Contracted Processor; or (ii) termination of the Terms;

1.1.13 **"Restricted Transfer"** means an EU Restricted Transfer and/or a UK Restricted Transfer as the context dictates;

1.1.14 **"Services"** means the services supplied by ISTARI and/or ISTARI affiliates to Client and/or Client affiliates pursuant to the Terms;

1.1.15 **"Standard Contractual Clauses"** means (i) the EU Standard Contractual Clauses or the UK Standard Contractual Clauses (as applicable), as updated,



amended, replaced or superseded from time to time by the European Commission or by the UK Supervisory Authority, as applicable; or (ii) where required from time to time by a Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such regulatory authority or Applicable Laws;

- 1.1.16 **"Subprocessor"** means any Processor (including any third party and any ISTARI affiliate, but excluding an employee of ISTARI or an employee of any of its sub-contractors) appointed by or on behalf of ISTARI or any ISTARI affiliate to Process Client Personal Data;
- 1.1.17 **"Supervisory Authority"** means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws such as the Information Commissioner's Office in the United Kingdom;
- 1.1.18 **"Terms"** means the contract comprised of the Master Services Agreement and any related statement of work under which ISTARI may agree to provide services to the client;
- 1.1.19 **"UK Data Protection Laws"** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"), together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and other data protection or privacy legislation in force from time to time in the United Kingdom;
- 1.1.20 **"UK Restricted Transfer"** means either: (i) a transfer of Personal Data by Client or any Client affiliate ("**Transferor**") to ISTARI or any ISTARI affiliate ("**Transferee**"); or (ii) an onward transfer from ISTARI to a Subprocessor (also a "**Transferee**"), in each case, where such transfer would be prohibited by UK Data Protection Laws

in the absence of the protection for the transferred Personal Data provided by the UK Standard Contractual Clauses or any other mechanism permitted under UK Data Protection Laws; and

- 1.1.21 **"UK Standard Contractual Clauses"** means the EU Standard Contractual Clauses as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner ("**UK IDTA**"), as amended or replaced from time to time, pursuant to Article 46 of the UK GDPR.

- 1.2 The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**" and "**Special Categories of Personal Data**" have the same meaning as in Data Protection Laws (or where not defined in applicable Data Protection Laws, have the meaning as in the GDPR). Other words and expressions defined in the Terms apply as if defined in this DPA.

## 2. **Obligations on ISTARI when Processing Client Personal Data as a Processor**

- 2.1 In respect of the provision of the services under the Terms, ISTARI and each ISTARI affiliate will:
  - 2.1.1 not Process Client Personal Data other than on Client or the relevant Client affiliate's documented instructions unless Processing is required by UK, EU or Member State law to which the relevant Contracted Processor is subject, in which case ISTARI or the relevant ISTARI Affiliate must inform Client or the relevant Client affiliate of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest;
  - 2.1.2 inform Client or relevant Client affiliate if, in ISTARI or the relevant ISTARI affiliate's reasonable opinion, instructions given by the controller infringe Data Protection Laws;
  - 2.1.3 ensure that persons authorised to process the Client Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 2.1.4 promptly notify Client or the relevant Client affiliate if it receives a request from a Data Subject under any Data Protection Laws in respect of Client Personal Data, and provide reasonable co-operation and support to Client or



- the relevant Client affiliate to comply with any request from a Data Subject under any Data Protection Laws;
- 2.1.5 provide reasonable assistance to the Client or the relevant Client affiliate in fulfilling its obligations to respond to Data Subjects' requests to exercise their rights, taking into account the nature of the processing;
- 2.1.6 implement the technical and organisational measures specified in Appendix 2 (*Technical and Organisational Measures*); to ensure the security of the Client Personal Data;
- 2.2 Client instructs ISTARI and each ISTARI affiliate (and authorises ISTARI and each ISTARI affiliate to instruct each Subprocessor) to Process Client Personal Data, including to transfer Client Personal Data to any country which is outside of the UK and/or EEA, subject always to the relevant Contracted Processor(s) complying with the terms of this DPA, as reasonably necessary to provide the Services and consistent with the Terms.
- 2.3 Appendix 1 to this DPA sets out certain information regarding the Contracted Processors' Processing of the Client Personal Data. ISTARI and each Contracted Processor must Process the Client Personal Data only for the specific purposes of the Processing as set out in Appendix 1, unless it receives further instructions from Client or a relevant Client affiliate and Processing by ISTARI and each Contracted Processor must only take place for the duration specified in Appendix 1. As between the parties, nothing in Appendix 1 (including as amended pursuant to this clause 2.3) confers any right or imposes any obligation on either party.
- 3. Subprocessing**
- 3.1 As at the Effective Date, full details of ISTARI's Subprocessors and the Processing undertaken by each Subprocessor are as set out in Appendix 3 to this Schedule 1 (Data Protection Addendum).
- 3.2 ISTARI and/or any ISTARI affiliate may engage Subprocessors to Process Client Personal Data subject to complying with and fulfilling the following:
- 3.2.1 including terms in the contract between ISTARI and each Subprocessor that provides for, in substance, the same data protection obligations as those binding the data importer under this DPA; and
- 3.2.2 remaining fully liable to Client or the relevant Client affiliate for any act or omission of its Subprocessor.
- 3.3 ISTARI must notify the Client at least thirty (30) days prior to engaging a proposed new Subprocessor and the Client has the right, within such period, to object to the Processing of Client Personal Data by the proposed new Subprocessor on reasonable grounds, in which case ISTARI will seek the Client's approval of a suitable alternative.
- 4. Personal Data Breach**
- 4.1 ISTARI must notify Client without undue delay upon ISTARI or any ISTARI affiliate becoming aware of a Personal Data Breach. ISTARI must provide Client with reasonable information to allow Client and each Client affiliate to meet any obligations to assess and report a Personal Data Breach under the Data Protection Laws, which may be provided in stages as it becomes available to ISTARI.
- 4.2 ISTARI and each ISTARI affiliate must reasonably cooperate with Client and Client affiliates and take such reasonable commercial steps as are directed by Client to assist in the investigation, containment and remediation of each Personal Data Breach.
- 5. Deletion or return of Client Personal Data**
- 5.1 Subject to clause 5.2, ISTARI and each ISTARI affiliate must, at the request of the Client: (a) return a copy of all Client Personal Data to Client; and/or (b) Delete and procure the Deletion of all other copies of Client Personal Data Processed by each Contracted Processor.
- 5.2 Each Contracted Processor may retain Client Personal Data to the extent and for such period as required by EU or Member State law provided that ISTARI must ensure and must procure that each Contracted Processor must ensure (i) the confidentiality of all such Client Personal Data and (ii) that such Client Personal Data is only Processed for the purpose(s) specified in such law.
- 6. Audit rights**
- 6.1 ISTARI and each ISTARI affiliate must make available to the Client on request all information necessary to demonstrate compliance with the obligations that are set out in this DPA.
- 6.2 To the extent there is a need to perform an audit of ISTARI's Processing activities covered by this DPA, such audit must be limited to once per annum unless required by a competent supervisory authority. The audit must be conducted by the Client or an independent third-party auditor, during regular business hours, with reasonable



advance notice to the relevant ISTARI entity and subject to reasonable confidentiality procedures (including but not limited to the parties entering into a non-disclosure agreement). Neither the Client nor the auditor may have access to any data from the relevant ISTARI entity's other customers or to ISTARI's systems or facilities not involved in providing the services to the Client. Client is responsible for all costs and fees related to such audit.

## 7. **Restricted Transfers**

7.1 In respect of any EU Restricted Transfer, Client and each Client affiliate (each as "data exporter") and ISTARI and each Contracted Processor (each as "data importer") with effect from the commencement of the relevant transfer hereby enter into the EU Standard Contractual Clauses in respect of any transfer from Client or any Client affiliate to a Contracted Processor (or onward transfer). The Controller to Processor SCCs apply between Client (or each Client affiliate) and ISTARI (or each ISTARI affiliate) and Module 3 of the EU Standard Contractual Clauses apply between ISTARI and each of ISTARI's Subprocessors, and:

- 7.1.1 Clause 7 – *Docking clause* of the EU Standard Contractual Clauses does not apply;
- 7.1.2 Clause 9 – *Use of subprocessors* of the EU Standard Contractual Clauses "Option 1" applies and the "time period" is 30 days;
- 7.1.3 Clause 11(a) – *Redress* of the EU Standard Contractual Clauses, the optional language does not apply;
- 7.1.4 Clause 13(a) – *Supervision* of EU Standard Contractual Clauses, the following is inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, acts as competent supervisory authority.
- 7.1.5 Clause 17 – *Governing law* of the EU Standard Contractual Clauses "Option 1" applies and the "Member State" is the Republic of Ireland;
- 7.1.6 Clause 18 – *Choice of forum and jurisdiction* of the EU Standard Contractual Clauses the Member State is the Republic of Ireland;
- 7.1.7 Annex 1 of the EU Standard Contractual Clauses is deemed to be pre-populated with

the relevant sections of Appendix 2 to this DPA and the processing operations are deemed to be those described in the Terms;

7.1.8 Annex 2 of the EU Standard Contractual Clauses is deemed to be pre-populated with the relevant sections of Appendix 3 to this DPA; and

7.1.9 Annex 3 of the EU Standard Contractual Clauses is deemed to be pre-populated with the relevant sections of Appendix 4 of this DPA.

7.2 In respect of any UK Restricted Transfer, Client and each Client affiliate (each as "**data exporter**") and ISTARI and each ISTARI affiliate (each as "**data importer**"), hereby enter into the UK Standard Contractual Clauses in respect of any transfer from Client or any Client affiliate to ISTARI or ISTARI affiliate with Module 2 applying between Client (or each Client affiliate) and ISTARI (or each ISTARI affiliate). The parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in the relevant sections of Appendix 2, Appendix 3 (Technical and Organisational Measures) and Appendix 4 (Subprocessors) to this Schedule 1 (Data Protection Addendum) of these Terms and in clause 8.1 above subject to the following:

- 7.3 Clause 13(a) – Supervision of EU Controller to Processor SCCs, the following is inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, is the UK's Information Commissioner's Office.
- 7.4 Clause 17 – of the EU Controller to Processor SCCs reads "These Clauses are governed by the laws of England and Wales."
- 7.5 Clause 18(b) – Choice of forum and jurisdiction of the EU Controller to Processor SCCs the Member State is the courts of England and Wales.
- 7.6 For the purposes of Table 4 in Part 1 (Tables) of the UK IDTA, the parties select the "neither party" option.
- 7.7 If, at any time, a Supervisory Authority or a court with competent jurisdiction over a Party mandates that transfers from Controllers in the EEA or the UK to Processors established outside the EEA or the UK must be subject to specific additional safeguards (including but not limited to specific technical and organisational measures),



the Parties must work together in good faith to implement such safeguards and ensure that any transfer of Client Personal Data is conducted with the benefit of such additional safeguards.

8. **General Terms**

8.1 **Survival.** Any obligation imposed on ISTARI or any ISTARI affiliate under this DPA in relation to the Processing of Client Personal Data survives any termination or expiration of this DPA.

8.2 **Third Party Rights.** A Client affiliate may enforce any term of this DPA which is expressly or implicitly intended to benefit it. A person who is not a party to this DPA otherwise has no right to enforce any term of this DPA, save to the extent set out in the relevant SCCs. The rights of the parties

to rescind or vary this DPA are not subject to the consent of any other person (including any Client affiliate).

8.3 **Precedence.** The provisions of this DPA are supplemental to the relevant Terms. In the event of inconsistencies between the provisions of this DPA and the provisions of the relevant Terms the provisions of this DPA prevail.

8.4 **Compliance with Data Protection Laws.** Each party to this DPA must comply with all applicable Data Protection Laws when Processing Client Personal Data.

[NOTE: The Appendices referred to in this Data Protection Addendum are on the following pages].



## APPENDIX 1 TO DATA PROTECTION ADDENDUM– DESCRIPTION OF PROCESSING

### **Subject Matter, Nature and Purpose**

The personal data that is processed is set out in this Appendix 1 and required to be processed in order for ISTARI to provide the services set out in the Terms. The scope of the services are set out in the Terms and Client Personal Data will, as necessary, be Processed by ISTARI to deliver those services and to comply with the terms of the Data Protection Addendum.

### **Duration of Processing of Personal Data**

ISTARI will process the Client Personal Data as set out in the Terms and this Schedule 1 (Data Protection Addendum).

### **Types of Personal Data**

The Personal Data that is Processed (or may be Processed) concerns (or may concern) the following categories of data:

- **Data Category 1 (Names):** names and titles;
- **Data Category 2 (Business Contact Details):** business contact details such as telephone numbers, fax numbers, physical addresses, and email addresses; and

- **Data Category 3:** [such categories as may be agreed in writing between ISTARI and Client from time to time]

### **Special Categories of Personal Data**

None.

### **The categories of Data Subject to whom the Client Personal Data relates**

The categories of Data Subject may include some or all of the following:

- **Client Workers:** Individuals who are: (i) past, existing, or prospective job applicants, interns, secondees, employees, agents, workers, or contractors of Client, or are otherwise engaged (or might be engaged) by Client to work for Client (including officers and directors).

### **The obligations and rights of Client and Client affiliates**

The obligations and rights of Client and Client affiliates are set out in Schedule 1 (Data Protection Addendum) and the Terms.



## APPENDIX 2 TO DATA PROTECTION ADDENDUM – DESCRIPTION OF TRANSFER

### A. LIST OF PARTIES

**Data exporter(s):** Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union/United Kingdom

Name: the Client as set out in the Terms.

Address: the address of the Client as set out in the Terms.

Contact person's name, position and contact details: as set out in the Terms.

Activities relevant to the data transferred under these Clauses: the receipt of the services as set out in the Terms.

Signature and date: deemed signed by relevant data exporter and dated on date of the commencement of the relevant transfer.

Role (controller/processor): Controller

**Data importer(s):** Identity and contact details of data importer(s), including any contact person with responsibility for data protection

Name: the relevant importing member of the ISTARI Group which is receiving personal data from the data exporter.

Address: the address of the relevant importing member of the ISTARI Group.

Contact person's name, position and contact details: as set out in the Terms.

Activities relevant to the data transferred under these Clauses: the provision of the services, as set out in the Terms.

The Client Personal Data is processed by the transferee (as Data Importer, Processor as applicable) for the provision of the services to the Client as set out in the Terms.

#### **Purpose(s) of the data transfer and further processing**

For the provision of the services to the Client as set out in the Terms.

#### **The period for which personal data will be retained, or, if not known, the criteria used to determine that period**

Unless mandated otherwise by applicable laws and regulations, the Client Personal Data will be Processed for the duration of the Terms in place between the Data Exporter and Data Importer (for the purposes set out above), subject to the provisions within such Terms

Signature and date: deemed signed by relevant data importer and dated on date of the commencement of the relevant transfer.

Role (controller/processor): Processor

### B. DESCRIPTION OF TRANSFER

#### **Categories of data subjects whose personal data is transferred**

As per the categories of Data Subject to whom the Client Personal Data relates as set out in Appendix 1 to the Terms.

#### **Categories of personal data transferred**

As per the types of Client Personal Data to be processed as set out in Appendix 1 of the Terms.

**Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

None.

#### **The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).**

Ongoing.

#### **Nature of the processing**

or in applicable laws and regulations relating to the ongoing Processing, erasure or return of Client Personal Data.

#### **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

As may be agreed in writing between ISTARI and Client from time to time

### C. COMPETENT SUPERVISORY AUTHORITY

#### **Identify the competent supervisory authority/ies in accordance with Clause 13**

As set out in Schedule 1 (Data Protection Addendum).





### APPENDIX 3 TO DATA PROTECTION ADDENDUM - TECHNICAL AND ORGANISATIONAL MEASURES

Description of the technical and organizational measures implemented by the Contracted Processors (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Requirement	Measures Adopted
<i>Measures of pseudonymisation and encryption of personal data</i>	Data is encrypted at rest and in transit using AES-128 encryption or stronger.
<i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i>	Our system architecture is subject to regular penetration testing and we have a full information security programme implemented.
<i>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</i>	All data protected by regular cloud-to-cloud backups (3x daily) with 1-yr retention policy.
<i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i>	We run regular vulnerability scans of our internal and external environment.
<i>Measures for user identification and authorisation</i>	We enforce multifactor authentication on all user accounts. We technically enforce a complex password policy.
<i>Measures for the protection of data during transmission</i>	Data is encrypted at rest and in transit using AES-128 encryption or stronger, and TLS for transit.
<i>Measures for the protection of data during storage</i>	Data is encrypted at rest and in transit using AES-128 encryption or stronger. Our data is stored within secure data centres (Microsoft & Google).
<i>Measures for ensuring physical security of locations at which personal data are processed</i>	The data centres where personal data may be stored are protected by a continuous on-site security operation and appropriate access and site controls. At our offices we maintain CCTV and limit physical access via an electronic fob system.
<i>Measures for ensuring events logging</i>	Access logs are retained using vendor defaults for all data entry points (Microsoft / Google / Duo Security)
<i>Measures for ensuring system configuration, including default configuration</i>	All systems are built and configured to documented standard processes, with all default credentials changed. Documented change management processes undertaken for future configuration modifications.
<i>Measures for internal IT and IT security governance and management</i>	Security is managed by our CTO with support from an IT Security Manager and a third party managed security and IT support team. If any information security risks are identified these are escalated to ISTARI's risk committee (which includes our CEO) for review and determination.