

CLOSEDAY LTD

DATA PROCESSING AGREEMENT

Effective from: February 1, 2026

Summary

This Data Processing Agreement ("DPA") forms part of the Terms of Business and governs how Closeday Ltd ("we", "us", "Closeday") processes personal data on behalf of your company ("you", "the Company") during the pre-appointment phase of an insolvency engagement.

Key points:

- You are the data controller; we are your data processor until an Insolvency Practitioner is appointed
- We process data only for the purposes set out in your Letter of Engagement and Customer Terms
- Upon appointment, this DPA terminates automatically and we become the data controller under statutory authority
- We maintain a list of sub-processors at closeday.com/legal/sub-processors.

1. Definitions and Scope

1.1 Definitions

"Controller", "Processor", "Personal Data", "Data Subject", and "Processing" have the meanings given in UK GDPR.

"Customer Terms" means the Closeday Terms of Business.

"Letter of Engagement" or "LoE" means the engagement letter specific to your case.

"Appointment" means the date on which Closeday's nominated Insolvency Practitioner is formally appointed as liquidator.

1.2 Scope

This DPA applies from acceptance of a Letter of Engagement until Appointment. During this period, the Company is the Controller and Closeday is the Processor.

Upon Appointment, this DPA terminates automatically. Closeday becomes the Controller for all case-related personal data under statutory authority (Insolvency Act 1986). Data is retained under the new legal basis; nothing is deleted.

2. Processing Details

2.1 Subject Matter and Purpose

We process personal data to provide the services described in your Letter of Engagement and Customer Terms. This includes customer due diligence, anti-money laundering checks, case scoping, preliminary asset identification, and preparation for appointment.

2.2 Categories of Data and Data Subjects

We may process personal data relating to directors, shareholders, beneficial owners, employees, creditors, debtors, and other parties relevant to the insolvency. Data categories may include names, contact details, identification documents, financial information, and employment records.

These lists are illustrative, not exhaustive.

2.3 Duration

Processing continues until Appointment, at which point this DPA terminates and processing continues under Closeday's controller responsibilities.

3. Processor Obligations

3.1 Instructions

We process personal data only on your documented instructions, which comprise the Letter of Engagement and Customer Terms. We will inform you if we believe an instruction infringes data protection law.

3.2 Confidentiality

Personnel authorised to process personal data are subject to confidentiality obligations.

3.3 Security

We implement appropriate technical and organisational measures to protect personal data, including encryption of data at rest and in transit, access controls limiting data access to authorised personnel, staff training on data protection, regular security assessments, secure cloud infrastructure, and incident response procedures.

3.4 Sub-Processors

You give general authorisation for us to engage sub-processors. We maintain an up-to-date list at closeday.com/legal/sub-processors.

We may add, remove, or change sub-processors at our discretion. If we make a material change to our sub-processor arrangements—for example, engaging a sub-processor in a jurisdiction without a UK adequacy decision—we will notify you. Your sole remedy if you object to such a change is to terminate the engagement in accordance with the Customer Terms.

We ensure sub-processors are bound by data protection obligations no less protective than this DPA.

3.5 International Transfers

Some sub-processors may be located outside the UK. Where we transfer personal data internationally, we ensure appropriate safeguards are in place. These include:

- Transfers to countries with UK adequacy decisions (including the EU)
- Standard Contractual Clauses approved by the ICO, with supplementary measures where required
- UK-US Data Bridge certification for US providers participating in the Data Privacy Framework

We assess the legal framework of destination countries and implement supplementary technical or organisational measures where necessary to ensure an essentially equivalent level of protection.

3.6 Data Subject Requests

If we receive a request from a data subject, we will forward it to you without unreasonable delay. You are responsible for responding to data subject requests during the pre-appointment phase.

3.7 Data Breach Notification

We will notify you of any personal data breach without undue delay and in any event within 72 hours of becoming aware of it. Notification will include the nature of the breach, categories of data affected, and measures taken or proposed.

3.8 Assistance

Taking into account the nature of processing, we will assist you in responding to data subject requests and complying with your obligations under UK GDPR Articles 32-36, to the extent reasonably required.

3.9 Audit

We will make available information necessary to demonstrate compliance with this DPA. You may request an audit of our data processing practices, subject to the following conditions: audits are limited to once per calendar year; you must provide at least 30 days' written notice; the audit must be conducted at your cost; we may satisfy audit requests through written responses, documentation, or third-party audit reports where available; and audits must not disclose confidential information relating to other clients.

4. Controller Obligations

You warrant that you have authority to provide personal data to us and that data subjects have been informed of processing in accordance with UK GDPR. You are responsible for the lawfulness of your instructions.

5. Termination and Data Retention

This DPA terminates automatically upon Appointment. Following termination, we retain all personal data under our new role as Controller, processing it for the purposes of administering the insolvency under statutory authority. No data is deleted at termination.

If the engagement terminates before Appointment for any reason, we will delete or return personal data at your request, except where retention is required by law or for the establishment, exercise, or defence of legal claims.

6. General

6.1 Liability

Liability under this DPA is subject to the limitations set out in the Customer Terms.

6.2 Governing Law

This DPA is governed by the laws of England and Wales.

6.3 Amendments

We may update this DPA from time to time. Updated terms take effect in accordance with the amendment provisions in the Customer Terms.