

MIFIR ARM DATA PROCESSING ADDENDUM

This MiFIR ARM Data Processing Addendum (“**Addendum**”) is incorporated within and forms part of the UK MiFIR ARM Services Appendix and any subsequent amendments, modifications or renewals thereto (“**Appendix**”), which applies to the Company and User for the provision of UK ARM Services. Where a Third Party Submitter submits data for MiFIR Transactions on behalf of Other Identified Parties, such Third Party Submitter shall be deemed a User for the purposes of this Addendum. This Addendum sets forth the parties’ agreement with regard to the processing of Personal Data, in accordance with the requirements of Data Protection Laws.

All capitalised terms not defined herein shall have the meaning set forth in the UK MiFIR ARM Services Appendix or the related DTCC Derivatives Repository Plc Operating Procedures, as applicable. To the extent of any inconsistency between this Addendum on the one hand and the UK MiFIR ARM Services Appendix and the related DTCC Derivatives Repository Plc Operating Procedures on the other hand or any other contractual provisions in relation to Personal Data that may be electronically available, this Addendum shall prevail solely with regard to the parties’ data protection rights and obligations.

1. Definitions

- "**Affiliate**" means any entity that controls, is controlled by, or is under common control with the Company, or is engaged in a joint venture with the Company.
 - "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**processing**" and "**personal data breach**" all have the meanings given to those terms from Data Protection Laws (and related terms such as "process" have corresponding meanings), and where the relevant applicable laws use the term 'controller' or 'processor', they shall be read as Data Controller and Data Processor (respectively) for the purposes of this Addendum.
 - "**Data Protection Laws**" means the GDPR, the UK Data Protection Act 2018, the UK GDPR, the Federal Act on Data Protection, and any other applicable data protection laws, regulations, and other legal requirements as applicable to services provided by Company or its Affiliates as may be amended, supplemented, or replaced from time to time.
 - "**General Data Protection Regulation**" or "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council.
 - "**Sub-processors**" means other processors that are used by Company or its Affiliates to process Personal Data.
 - "**UK**" means the United Kingdom of Great Britain and Northern Ireland.
 - "**UK GDPR**" means the General Data Protection Regulation as incorporated into UK law by virtue of the European Union (Withdrawal) Act 2018.
2. **Compliance with Laws.** The User and the Company each undertakes to comply with Data Protection Laws and will not knowingly cause the other party to breach Data Protection Laws.
3. **Where Company is a Data Controller.** Where Personal Data that is subject to Data Protection laws is processed for the purposes of User onboarding and systems access provisioning, the Company or its Affiliates (as applicable) shall be the Data Controller.

- 4. Where Company is a Data Processor.** Where Personal Data that is subject to Data Protection laws is processed for other purposes related to the provision of UK ARM Services provided under the Appendix, the Company or its Affiliate (as applicable) shall be the Data Processor and the User shall be the Data Controller. In such cases, the following terms will apply:
- (a) The subject-matter of the data processing is the provision of the UK ARM Services and the processing will be carried out for the duration of the UK ARM Services. The description of the processing is set out in Schedule 1 to this Addendum.
 - (b) Company and its Affiliates shall only process the Personal Data in accordance with this Addendum and documented instructions from User.
 - (c) Company or its Affiliate shall inform User if, in its opinion, an instruction infringes any Data Protection Laws.
 - (d) Company and its Affiliates shall process Personal Data by persons who are subject to appropriate confidentiality requirements and who receive adequate training relative to their position.
 - (e) Company and its Affiliates shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and the likelihood of impact to the rights and freedoms of natural persons associated with the processing of Personal Data.
 - (f) User provides prior general consent for the Company or its Affiliates to subcontract any of its obligations under this Addendum to the approved processors named in subsection “Approved sub-processors” of Schedule 1 to this Addendum, provided the Company or its Affiliate secure a written agreement that contains sufficient protections and incorporates the terms herein and Company remains liable to User for any sub-processors' processing of Personal Data under this Addendum. In any case, Company or its Affiliate shall inform User in advance of any intended changes that will result in the use of a new-sub-processor. In the event that User objects to a new sub-processor in writing, upon reasonable grounds, and Company, after good faith consideration of such objection, is unable to prevent disclosure of Personal Data to the new sub-processor in connection with the service, User may terminate its subscription to the UK ARM Services by sending notice to the Company no more than twenty (20) days after providing notice of its objection to the intended change.
 - (g) Company will, subject to clause (h) below, assist User with the fulfilment of User’s obligation to respond to requests for exercising the Data Subject's rights as set out in Data Protection Laws and, taking into account the nature of such Personal Data, assist such User in ensuring compliance with its obligations under the Data Protection Laws, including but not limited to such User’s obligations relating to: (1) security of processing, (2) notification of Personal Data Breaches to the Information Commissioners Office (“**ICO**”) and Data Subjects in accordance with clause (i) below, (3) data protection impact assessments and prior consultations with the ICO.
 - (h) Taking into account the nature of the processing, if a Data Subject contacts Company or its Affiliate to exercise their rights, Company would first direct the Data Subject to User. If requested by User, Company or its Affiliate will assist such User in responding to requests by a Data Subject in the exercise of their rights or by any regulator who has authority over either of the parties.

- (i) In the event of a breach of Personal Data by the Company, its Affiliate or another processor working on their behalf, Company or its Affiliate shall, without undue delay notify User, to the extent known, (a) the nature of the Personal Data breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, (b) the location, if known, of each of the Data Subjects whose Personal Data is subject to this section, (c) provide the contact details of a person from whom additional information can be obtained, and (d) describe the measures taken by the processor to address the personal data breach.
- (j) User confirms it is entitled to the lawful processing of Personal Data from Data Subjects including the sharing of Personal Data with Company for the provision of the UK ARM Services and has provided appropriate transparency information.
- (k) Subject to any applicable UK law or regulation, that includes a requirement to maintain records, Company or its Affiliate will assist User with deleting or, upon User's written request and subject to the parties agreeing an appropriate mechanism to do so, returning such Personal Data after termination of UK ARM Services under the Appendix.
- (l) Upon request, at reasonable intervals and subject to agreed confidentiality provisions, Company or its Affiliate shall provide information necessary to demonstrate compliance with its obligations herein, including, allowing audits or inspections, which may be administered by remote demonstration, by User or its agreed representatives or, if required by applicable law, a regulator who has authority over such User.
- (m) Where Personal Data is onward transferred from the UK to an Affiliate and/or subprocessor in a third country, Company will ensure it has incorporated the International Data Transfer Agreement ("IDTA") or International Data Transfer Addendum ("Addendum") to the European Commission's standard contractual clauses for international data transfers, as appropriate, in its intercompany agreements and/or relevant vendor agreements.

Schedule 1 Data Processing Details

Data subjects

The Personal Data concerns the following categories of data subjects: buyer, seller, investment decision maker or execution decision maker associated with transactions submitted which can be employees or clients of Users.

Categories of data

The Personal Data concerns the following categories of data: for the data subjects named above, categories of Personal Data include: unique personal identification codes, first name and surname, date of birth, tax identification number, passport number.

Special categories of data (if appropriate)

The Personal Data concerns the following special categories of data (please specify): Not Applicable.

Processing operations

Company will process Personal Data for the purposes of providing the UK ARM Services in accordance with this Addendum. Personal Data will be subject to the following basic processing activities:

- Receiving data within report submissions for regulatory submissions.
- Performing data validation or data enrichment to reports for regulatory submissions.
- Retention of client submissions in the event a report requires re-submission and to meet regulatory requirements.
- Updating data stored as submitted by User for the PII Vault.
- Safeguarding data while in transit and at rest.
- Submitting data to the National Competent Authority or returning copies of submitted reports to Users upon written request.
- Maintain and retain records subject to applicable UK law or regulation.

Duration

The Personal Data will be processed by the Company for the duration of the UK MiFIR ARM Services Appendix.

Approved subprocessors

The Depository Trust & Clearing Corporation

DTCC Deriv/SERV LLC

Snowflake Inc.

Salesforce, Inc.

Amazon Web Services Inc.

Amazon web Services EMEA Sarl.