These terms and conditions (“CCPA Terms”) apply to the processing of Personal Information of California Consumers by the Depository Trust & Clearing Corporation (“DTCC”) or its Affiliates (as defined below and expressly permitted by an Agreement) in providing services to clients and is effective as of the later of January 20, 2025, or where DTCC or its Affiliate is processing the client’s Personal Information.

# DEFINITIONS AND INTERPRETATION

* 1. **Definitions**

“Affiliate” means any entity that controls, is controlled by, or is under common control with DTCC, or is engaged in a joint venture with DTCC.

“Business”, “collects”, “Consumer”, “Business Purpose”, “sell”, “Service Provider”, “Request” and “share” shall have the meanings given to them by the CCPA.

“California Consumer Privacy Act” or “CCPA” means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), as amended or superseded from time to time.

“Personal Information” means Personal Information as defined by the CCPA submitted to DTCC or its Affiliates for processing pursuant to these Terms.

# Interpretation and Applicability

* + 1. These CCPA Terms relate to the processing of Personal Information by DTCC or its Affiliates that is subject to the California Consumer Privacy Act of 2018.
    2. DTCC or its Affiliate (as applicable) shall be the Service Provider for the client’s Personal Information and the client shall be the Business.
  1. DTCC’s processing of Business’s Personal Information under these CCPA Terms shall be pursuant to the Agreement and requirements of the CCPA. The nature and purpose of the processing, the type of data, the categories of Personal Information and any other terms regarding the processing are set forth in the applicable agreement between DTCC or its Affiliate and the client, governing rules or other existing documents (“Agreement”).

# SCOPE

* 1. These Terms apply to all processing of Personal Information of California Consumers by DTCC or its Affiliate on behalf of the Business.
  2. DTCC shall not sell or share the Personal Information it collects to third parties.

# TERMS OF AGREEMENT

* 1. DTCC or its Affiliate will process Personal Information of California Consumers only on behalf of and for the purposes of providing services to the Business, in accordance with the CCPA, the Agreement, and other applicable laws and regulations.
  2. DTCC or its Affiliate will not share, retain, use, disclose, or process Personal Information of California Consumers (i) for any purpose other than as reasonably necessary to perform the Services specified in the Agreement, or (ii) outside of the direct business relationship between DTCC and Business, except as otherwise required by applicable law. DTCC shall process and retain Personal Information only for the duration necessary to fulfil its obligations under the Agreement, and in no event longer than the term of the Agreement, unless otherwise expressly agreed upon in the Agreement or a subsequent mutually executed addendum, except as otherwise required by DTCC or its Affiliate to meet its legal and regulatory obligations. DTCC shall retain and delete Personal Information in accordance with applicable terms as set forth in the Agreement.
  3. DTCC or its Affiliate will not combine or update Personal Information it receives from the Business with Personal Information it received from another source, unless otherwise permitted by the CCPA.
  4. DTCC or its Affiliate will implement and maintain reasonable security measures to protect Personal Information of California Consumers from unauthorized access, use, modification, disclosure, or destruction, in accordance with the CCPA and other applicable laws and regulations.
  5. DTCC or its Affiliate will promptly notify the Business in the event of any unauthorized access, processing, use, modification, disclosure, or destruction of Personal Information.
  6. The Parties acknowledge that (i) individuals, including a Consumer, may be entitled under the CCPA to make requests to the Business, regarding their personal information, including requests to delete, correct, or provide access to Personal Information, and (ii) DTCC may be required to assist the Business, including through appropriate technical and organizational measures, in processing Requests as required under CCPA, such as by deleting certain Personal Information at the direction of the Business, subject to DTCC’s record retention requirements. DTCC or its Affiliate will take reasonable steps necessary to assist the Business in responding to Requests from California Consumers to exercise their rights under the CCPA, including requests to access, delete, or opt-out of the sale of Personal Information. If DTCC or its Affiliate receives a request from a Consumer of the Business to exercise any of its rights under the CCPA, it will promptly notify the Business of the Request.
  7. DTCC or its Affiliate may disclose Personal Information to service providers where DTCC has carried out adequate due diligence on each such service provider and included in its agreement with each service provider terms that are equivalent to those provided in these CCPA Terms.
  8. The Business has the right to take reasonable and appropriate steps to ensure that DTCC processes the Business’s Personal Information in a manner consistent with the CCPA and the Agreement. DTCC shall assist Business in conducting any data protection or privacy assessment, or similar assessment, that the Parties agree is required under Data Protection Law or appropriate to identify and minimize any privacy or security risks related to the performance of Services
  9. DTCC grants Business the right to request and will cooperate with Business, upon request, in taking any reasonable and appropriate steps to stop and remediate any unauthorized use or processing of Personal Information by DTCC (including any Subcontractor).

# ADDITIONAL TERMS

* 1. DTCC may modify or update the terms set forth in these CCPA Terms in accordance with any future updates to applicable laws and regulations, however any such changes will not reduce the level of protections provided under the CCPA. DTCC will notify the Business if it determines that it can no longer meet its obligations under the CCPA.