

DTCC Terms and Conditions for Processing Personal Data Subject to European Union (“EU”) General Data Protection Regulation

These terms and conditions (“GDPR Terms”) apply to the processing of Personal Data (as defined below) by the Depository Trust & Clearing Corporation (“DTCC”) or its Affiliates (as defined below) in providing services to clients.

1. DEFINITIONS AND INTERPRETATION

1.1 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.

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “processing” and “personal data breach” all have the meanings given to those terms in the GDPR (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 these GDPR Terms.

“Data Privacy Laws” means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, as applicable to services provided by DTCC or its Affiliates, in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time, including Data Privacy Laws not referenced in these GDPR Terms;

“General Data Protection Regulation” or “GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council;

“Member State” means any country or countries that are a member of the EU; and

“Subprocessors” means other processors that are used by DTCC or its Affiliates to process Personal Data.

1.2 Interpretation and Applicability

1.2.1 These GDPR Terms relate to the processing of Personal Data by DTCC or its Affiliates that is subject to EU Data Privacy laws.

1.2.2 To the extent applicable, references in agreement(s) between DTCC or its Affiliates and the client to the Data Protection Directive (the “Directive”) and to terms defined in the Directive shall be replaced with or incorporate (as the case may be) references to any laws replaced or amending the Directive (including particularly the GDPR) and the equivalent terms defined in these or other Data Privacy Laws, once in force and applicable.

1.3 The processing of Personal Data under these GDPR Terms shall be governed the EU or applicable Member State laws. The nature and purpose of the processing, the type of data, the categories of Personal Data 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.

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2. DATA PROTECTION

- 2.1. For the protection of Personal Data under applicable governing rules or agreements, DTCC or its Affiliate (as applicable) shall be the Data Processor for the client’s Personal Data and the client shall be the Data Controller. These GDPR Terms do not limit or reduce any data protection commitments that are in set forth in any Agreement between DTCC or its Affiliate and the client.
- 2.2 DTCC or its Affiliates, having received prior general consent, where DTCC or its Affiliate subcontracts any of its obligations under these GDPR Terms not previously disclosed, it shall do so only after engaging a suitable processor and securing a written agreement that contains sufficient protections and incorporates the terms herein. In any case, DTCC or its Affiliate shall inform the client in advance of any intended changes, thereby giving the client the opportunity to object in writing within twenty (20) days to any such change in processing. A rejection of a subprocessor may result in DTCC or its Affiliates being unable to provide one or more services to the client.
- 2.3 DTCC and its Affiliates shall only process the Personal Data on documented written instructions from the client as set forth in the applicable agreement(s) between the parties and any rules that are in place for regulated entities.
- 2.4 DTCC or its Affiliate shall inform the client in advance if the client’s Personal Data is to be transferred to or processed in any country other than of the countries specified in the current applicable operational governing rules, documents or other agreed terms.
- 2.5 DTCC or its Affiliate shall inform the client if, in its opinion, an instruction infringes any Data Privacy Laws.
- 2.6 DTCC and its Affiliates shall process the Personal Data by persons who are subject to appropriate confidentiality agreements and who receive adequate training relative to their position.
- 2.7 If DTCC or its Affiliate receives a request from a client’s Data Subject to exercise any of its rights under the GDPR, it will redirect the Data Subject to make such request directly to the client.
- 2.8 Notwithstanding the terms in the applicable agreement(s) between DTCC or its Affiliate and the client, DTCC 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 the client’s Personal Data.
- 2.9 When it is determined that the processing of Personal Data is likely to result in a high risk to the rights and freedoms of natural persons, DTCC or its Affiliate shall conduct a data protection impact assessment of those services being provided to the client that includes (a) a description of the proposed processing, and (b) the measures to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data under these GDPR Terms. This impact assessment shall be made available upon request to the client or any regulator with authority over either of the parties.

3. ASSISTANCE TO THE DATA CONTROLLER’S COMPLIANCE

- 3.1 Taking into account the nature of the processing, if a Data Subject contacts DTCC or its Affiliate to exercise their rights, it would first direct the Data Subject to Client. If requested by Client, DTCC or its Affiliate will assist the client in responding to requests by a Data Subject in the exercise of their

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rights or by any regulator who has authority over either of the parties. DTCC or its Affiliate may request a reasonable reimbursement from the client for direct costs incurred in fulfilling this request.

- 3.2. Subject to Member State or other laws or regulations including requirement by financial regulators to maintain records, DTCC or its Affiliate will assist the client with deleting or returning to the client the Personal Data after the provision of services relating to processing under these GDPR Terms or the applicable agreement(s).
 - 3.3 Upon request, at reasonable intervals and subject to agreed confidentiality provisions, DTCC or its Affiliate shall provide information necessary to demonstrate compliance with its obligations herein, including, where required, allowing audits or inspections by the client or its agreed representatives or as required by a regulator who has authority over either of the parties.
 - 3.4 In the event of a breach of Personal Data by DTCC, its Affiliate or another processor working on their behalf under these GDPR Terms, DTCC or its Affiliate shall, and without undue delay notify the client, 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.
4. ADDITIONAL TERMS
- 4.1 DTCC may modify or update the terms set forth in these GDPR Terms from time to time, but in no case shall the updated terms reduce the level of protection provided in these existing Terms.
 - 4.2 The terms set forth in these GDPR Terms shall become effective on the date of enforcement of the GDPR where DTCC or its Affiliate is processing the client’s Personal Data.