

DTCC Terms and Conditions for Processing Personal Information Subject to the California Consumer Privacy Act of 2018 (“CCPA”)

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) in providing services to clients and is effective as of the later of January 1, 2023 or where DTCC or its Affiliate is processing the client’s Personal Information.

**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.

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means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), as amended or superseded from time to time.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

**1.2 Interpretation and Applicability**

1.2.1 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.

1.2.2 DTCC or its Affiliate (as applicable) shall be the Service Provider for the client’s Personal Information and the client shall be the Business.

1.3 The processing of Personal Information under these CCPA Terms shall be pursuant to the 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.

**2. SCOPE**

2.2 These Terms apply to all processing of Personal Information of California Consumers by DTCC or its Affiliate on behalf of the Business.

2.3 DTCC does not sell or share the Personal Information we collect to third parties.

**3. TERMS OF AGREEMENT**

3.1 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 and other applicable laws and regulations.

3.2. DTCC or its Affiliate will not share, retain, use, or disclose Personal Information of California Consumers for any purpose other than for the specific purpose of performing services on behalf of the Business.

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- 3.3 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.
- 3.4 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.
- 3.5 DTCC or its Affiliate will promptly notify the Business in the event of any unauthorized access, use, modification, disclosure, or destruction of Personal Information of California Consumers.
- 3.6 DTCC or its Affiliate will 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 redirect the Consumer to make such request directly to the Business.
- 3.7 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.
- 3.8 The Business has the right to take reasonable and appropriate steps to ensure that DTCC uses the Personal Information collected from the Business in a manner consistent with its obligations to provide services and in compliance with the CCPA.
- 3.9 If the Business determines that DTCC or its Affiliate is using the Business's Personal Information in an unauthorized manner, the Business has the right, upon notice to DTCC, to take reasonable and appropriate steps to stop and remediate the unauthorized use of Business's Personal Information.

**4. ADDITIONAL TERMS**

- 4.1 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.
- 4.2 DTCC will notify the Business if it determines that it can no longer meet its obligations under the CCPA.