

Data Protection Appendix

1. **This Appendix:** This Data Protection Appendix (“**Appendix**”) shall be incorporated into and form part of the agreement (“**Agreement**”) under which S&P Opco LLC (a subsidiary of S&P Dow Jones Indices LLC) or one or more of its affiliates (“**S&P**”) provides the S&P Services to Licensee. In the event of conflict with any other terms of the Agreement, the terms of this Appendix shall prevail. S&P may amend these terms from time to time. Licensee shall be notified of such amendments via S&P’s website and any such amendments will be binding on Licensee.

2. **Definitions:** All words, terms or phrases defined in the Agreement shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

“**Applicable Data Protection Law**” shall mean all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice issued by any authority of competent jurisdiction as may be amended, superseded or replaced from time to time including (without prejudice to the generality of the foregoing), the **EU General Data Protection Regulation (Regulation 2016/679)** (“**GDPR**”) and any supplemental or implementing laws relating to data privacy in the relevant European member state including where applicable the guidance and codes of practice issued by the relevant supervisory authority, the California Consumer Privacy Act 2018, the GDPR as it forms part of domestic laws of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and the United Kingdom Data Protection Act 2018 and the South Africa Protection of Personal Information Act 4 of 2013.

“**Controller**” shall mean the person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; “**processor**” shall mean a person, public authority, agency or other body which processes personal data on behalf of the controller; “**data subject**” shall mean an identified or identifiable natural person; “**personal data**” shall mean any information relating to a data subject; “**process**” (and its derivatives) shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means; and “**special categories of personal data**” shall mean personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation .

“**Destination Jurisdiction**” means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction.

“**Licensee Data**” means personal data of data subjects such as Licensee’s employees, customers, associates, contractors, partners or Subscribers (“**Licensee Data Subjects**”), that is provided to S&P during the provision of the S&P Services to Licensee such as name, job title, name of employer, office e-mail address, office physical address, internet protocol address, office telephone number, mobile telephone number, support and training interactions, usage tracking information including online identifiers and tracking and language selection (and excludes special category personal data as defined by the GDPR and UK GDPR).

“**Origin Jurisdiction**” means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre.

“**Permitted Purpose**” means processing:

- A. by employees, officers, consultants, agents and advisors of S&P or its affiliates of Licensee Data to:
 - (i) provide the S&P Services to Licensee and/or to enable Licensee Data Subjects to access S&P Services via the Licensee, as set out in the Agreement;
 - (ii) identify Licensees and/or Licensee Data Subjects for the purposes of providing, tracking and recording, maintenance, support and training to/for the Licensee;
 - (iii) review how, when, where and by whom S&P Services are accessed and used and promote and tailor the Services in accordance with the results of such review;
 - (iv) improve and

develop S&P's Services, support and training; (v) communicate with Licensees and/or Licensee Data Subjects regarding the S&P Services and other products and services that may be of interest to them; (vi) confirm, report and account for use of the S&P Services to those third party licensors who provide content to such S&P Services insofar as S&P is obliged in such regard by contract or law; (vii) report and account for use of the S&P Services to the Licensee insofar as required by applicable law or regulation; (viii) anonymize personal data relating to Licensee and/or Licensee Data Subjects; and (ix) as otherwise set out in S&P's Corporate Privacy Policy available at: <https://www.spglobal.com/en/privacy/privacy-policy-english>; and

B. of personal data by Licensee to access and use the S&P Services.

"**Restricted Transfer**" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction.

"**Standard Contractual Clauses**" means the standard contractual clauses (as adopted by **European Commission Decision 2021/914 on 4 June 2021**) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council completed in the form available at: <https://www.spglobal.com/spdji/en/documents/legal/spdji-standard-contractual-clauses-distribution-sept-2021.pdf>.

3. **Disclosure of data:** Each party will only disclose personal data to the other party to process strictly for the Permitted Purpose. Licensee confirms that it is entitled to provide Licensee Data to S&P for the Permitted Purpose and that all Licensee Data provided to S&P is accurate and up to date.

4. **Relationship of the parties:** The parties acknowledge that (i) Licensee is a controller of the Licensee Data it discloses to S&P, and (ii) S&P will process the Licensee Data disclosed by Licensee to S&P as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process Licensee Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law.

5. **Privacy Policy:** The parties each agree that S&P may collect and process the Licensee Data in order to provide its services to Licensee. S&P shall process any personal data it collects in accordance with Applicable Data Protection Law and the provisions of S&P's fair processing information set out at <https://eu.spindices.com/privacy-notice/> ("Privacy Notice"). Licensee agrees that it is responsible for ensuring that: (i) the Licensee Data Subjects or other relevant individuals are made aware of the Privacy Notice and that the provisions of such Privacy Notice are clearly communicated to the Licensee Data Subjects before Licensee provides S&P with any Licensee Data; (ii) the Licensee collects any necessary permission, provides any other necessary notice and does all such other things as are required under Applicable Data Protection Law in order for it to disclose Licensee Data to S&P for the Permitted Purpose; and (iii) the Licensee is legally permitted or required to disclose Licensee Data to S&P.

6. **Notifications:** Except where and to the extent prohibited by applicable law, each party ("Notifier") will inform the other promptly, after any inquiry, communication, request or complaint relating to Notifier's processing of personal data transferred by the other party to the Notifier under this Agreement which is received from: (i) any governmental, regulatory or supervisory authority; (ii) any data subject; or (iii) any other person or entity, alleging unlawful or unauthorized processing of that personal data.

7. **Security:** The parties shall implement appropriate technical and organizational measures to protect personal data processed under this Agreement for the Permitted Purpose from (i) accidental, unauthorised or unlawful destruction; and (ii) loss, alteration, unauthorised disclosure of, or access to the personal data.

8. **International transfers of Data:**

8.1 S&P may process (or permit to be processed) any Licensee Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Licensee Data **provided that** it does so in accordance with Applicable Data Protection Law.

8.2. To the extent that Licensee is subject to Applicable Data Protection Law the Standard Contractual Clauses shall: **(i)** apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by Licensee (as data exporter) to S&P (as data importer); **(ii)** be deemed to be populated with the details of Licensee as set out in the Agreement; **(iii)** be incorporated into and made a part of this Appendix; and **(iv)** be deemed to be executed by Licensee.

8.3. To the extent that the Standard Contractual Clauses apply between S&P and Licensee:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires;

(b) Any requirement in the Standard Contractual Clauses for S&P to make a notification to Licensee shall be satisfied by providing notice in accordance with the service of notices provision of the Agreement;

(c) To the extent permissible by law, the terms of the Agreement, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses;

(d) Licensee agrees and acknowledges that S&P has provided it with relevant information for the purposes of **clause 14(c)** of the Standard Contractual Clauses;

(e) Licensee shall provide S&P with a copy of its assessment under **clause 14(b)** of the Standard Contractual Clauses within one week after being so requested in writing by S&P;

(f) In making any assessment as to whether S&P can comply with the Standard Contractual Clauses, Licensee shall act reasonably and in good faith, based on objectively verifiable information;

(g) If S&P notifies Licensee of any concern in relation to S&P's ability to comply with the Standard Contractual Clauses, or Licensee notifies S&P of its wish to exercise its right to terminate under **clause 16** of the Standard Contractual Clauses, the parties shall work together in good faith to resolve any issues and to use best endeavours to put in place such additional safeguards or steps that are reasonably required in order to allow Restricted Transfers to continue between them;

(h) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(i) If the Standard Contractual Clauses are amended or replaced, the parties shall take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P may continue to process the Licensee Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

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