

## Data Protection Appendix - S&P Dow Jones Indices (Distribution)

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shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) (“**GDPR**”) and all other supplemental or implementing laws relating to data privacy in the relevant European member state including where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 and/or all applicable analogous privacy laws of other countries;

“**controller**”, “**joint controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**processing**” “**process**”, and “**special category personal data**” shall have the meanings given in Applicable Data Protection Law, where these terms are not defined in the Applicable Data Protection Law, they shall have the meanings given to them in the GDPR;

“**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 and language selection;

“**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 Subscribers to access S&P Services via the Licensee, as set out in the Agreement; (ii) identify Licensees and/or Subscribers 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; (iv) communicate with Licensees and/or Subscribers regarding the S&P Services and other products and services that may be of interest to them; (v) 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; and (vi) report and account for use of the S&P Services to the Licensee insofar as required by applicable law or regulation;

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

“**Standard Contractual Clauses**” means standard contractual clauses (adopted by **European Commission Decision 2004/915/EC on 27 December 2004**) for the transfer of personal data from data **controllers** in the EU to data **controllers** in jurisdictions outside the European Economic Area a copy of the current version of which is presently accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed to be incorporated into this Appendix by reference and within which the Licensee is the “**Data Exporter**” and S&P is the “**Data Importer**”.

3. **Disclosure of data:** Each party will only disclose personal data to the other party to process strictly for the Permitted Purpose. Neither party will disclose special category personal data to the other party without the express written consent of the receiving party.

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 outside the EEA:**

8.1 S&P may process (or permit to be processed) any Licensee Data transferred from the EEA to S&P and its affiliates in a territory outside of the EEA provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix. In applying and interpreting the Standard Contractual Clauses it is agreed that Annex A will apply and that Annex B thereto shall be populated as follows:-

**(1) Data Subjects to whom the personal data relates:**

*(i) Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and*

*(ii) persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the S&P Services.*

**(2) Purposes for which the data transfer is made:**

The Permitted Purpose

**(3) Categories of personal data transferred:**

Licensee Data

**(4) Categories of recipients, to whom the personal data is transferred or disclosed**

*Employees, officers, consultants, contractors, agents and advisors of the Data Importer and/or its affiliates and third parties, including public bodies, regulators and law enforcers, and those third party sources of content provided to the S&P Services to the extent S&P is compelled to disclose Licensee Data by contract, regulation, litigation or law.*

**(5) Sensitive data or categories of sensitive data to be transferred (special category personal data).**

Not applicable

**(6) Contact Point for the Data Importer**

[spdjiGDPR@spglobal.com](mailto:spdjiGDPR@spglobal.com)

8.2 The parties agree that the following optional clauses to the Standard Contractual Clauses shall apply as between them:-

*Each party shall perform its obligations under these clauses at its own cost.*

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.

**END**