CME Group

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the Information License Agreement or other written agreement between **Chicago Mercantile Exchange Inc.** ("CME") and **Licensee** and reflects Parties' agreement with regard to the Processing of Personal Data (the "Agreement"). All capitalized terms used herein shall have the meaning assigned to them in the Agreement. In the event of conflict, this DPA prevails over the Agreement to the extent necessary to resolve the conflict. This DPA is for the benefit of CME and its Affiliates.

CME and Licensee shall be referred to collectively as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS.** Capitalized terms used in this DPA that are not otherwise defined herein will have the same meaning ascribed to them as set forth in the Agreement.

   "Applicable Data Protection Laws" means all international, federal, state, and local laws, regulations, rules, guidance and recommendations issued by any government, agency, or authority relating to privacy and data protection that are applicable to the Parties, as amended, supplemented, or replaced from time to time.

   "Data Controller" means an entity which, alone or jointly determines the purposes and means of Processing of Personal Data.

   "Data Exporter" means a Data Controller which is transferring Personal Data directly or via onward transfer to a country that triggers additional requirements for the protection of Personal Data being transferred in accordance with the Applicable Data Protection Laws.

   "Data Importer" means a Data Processor which receives Personal Data directly from a Data Exporter, or via onward transfer, and that is located in a country that triggers additional requirements for the protection of Personal Data being transferred in accordance with the Applicable Data Protection Laws.

   "Data Processor" means an entity which Processes Personal Data on behalf of a Data Controller.

   "Data Security Incident" means any breach of security, action, incident, or event resulting in the destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data that are Processed pursuant to the Agreement.

   "Data Subject" means an individual who, under Applicable Data Protection Laws, has rights with respect to Personal Data and where such rights arise under such Applicable Data Protection Laws.

   "Data Subject Requests" means a request made by a Data Subject to exercise any of the Data Subject's rights under Applicable Data Protection Laws.

"EU GDPR" means the General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679) and any successor legislation imposing equivalent obligations.

"European Data Protection Law" means the EU GDPR, any successor thereto, and any other law relating to the data protection or privacy of individuals that applies in Europe, including UK Data Protection Law.

"Personal Data" means any information relating to an identified or identifiable Data Subject as provided by Applicable Data Protection Laws, and any other information that, alone or in combination with other information, identifies, relates to, describes, or is capable of being associated with a living person or household.

"Processing" or "Process" means any operation or set of operations concerning Personal Data, whether or not by automated means, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, disclosure, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, erasure, or destruction of Personal Data.

"Protective Measures" means technical, physical, and organizational measures, standards, requirements, specifications, or obligations designed to ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Data to be protected.

"**Standard Contractual Clauses"** means Sections I, II, III and IV (as applicable) in so far as they relate to Module One (Controller-to-Controller) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council as approved by EC Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available as Schedule A at https://www.cmegroup.com/privacy-policy/files/controller-to-controller-standard-contractual-clauses.pdf. The Annexes of Standard Contractual Clauses are attached to this DPA.

"Supervisory Authority" means any local, national, or multinational agency, department, official, parliament, public, or statutory person or any government or professional body, regulatory, or supervisory authority, board, or other body responsible for administering the Applicable Data Protection Laws.

"UK" means the United Kingdom of Great Britain and Northern Ireland.

"UK Data Protection Law" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

"UK GDPR" means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

"Valid Transfer Mechanism" means any Personal Data transfer mechanism recognized under Applicable Data Protection Laws as a legitimate basis for international transfers of Personal Data from a Data Exporter to a Data Importer.

2. GENERAL

2.1. CME and Licensee is each an independent Data Controller with respect to the Personal Data that are Processed pursuant to the Agreement.

2.2. The details of the Processing performed by the independent Controllers and governed by this DPA are further specified in Annex I.B in Schedule A to this DPA (*Description of transfer*).

2.3. Each Party shall comply with the Applicable Data Protection Laws and its respective obligations under the Agreement.

3. INDEPENDENT CONTROLLERS' OBLIGATIONS

3.1. Engaging Data Processors

3.1.1. The Parties may engage Data Processors to Process the Personal Data. Each Party shall ensure that it has entered into written agreements with its own Data Processors that require the Data Processors to abide by terms no less protective than those provided in this DPA.

3.2. International Transfers of Personal Data.

3.2.1. Schedule A (Standard Contractual Clauses) shall apply where European Personal Data is transferred from a Data Exporter to a Data Importer.

3.2.2. Switzerland. Where a transfer of Personal Data from a Data Exporter to a Data Importer is subject to the EU GDPR and the FADP, this Swiss Addendum to the Standard Contractual Clauses available at https://www.cmegroup.com/privacy-policy/files/swiss-addendum-to-the-eu-standard-contractual-clauses.pdf shall apply.

3.2.3. UK Addendum to the Standard Contractual Clauses. Where a Data Exporter is located in the UK, this UK Addendum to the Standard Contractual Clauses available at https://www.cmegroup.com/privacy-policy/files/uk-international-data-transfer-addendum-to-the-eu-standard-contractual-clauses.pdf shall apply.

3.3. **Data Subject Requests.**

3.3.1. Each Party is separately responsible for responding to Data Subject Requests, including, but not limited to, requests for access, correction, deletion, or restriction of that person's Personal Data, any objection to Processing, or withdrawal of any consent to Processing.

3.4. **Protective Measures**

3.4.1. Each Party represents and warrants that it has implemented Protective Measures in such a manner that it will ensure the ongoing confidentiality, integrity, and availability of Personal Data as it performs the Services. In determining which Protective Measures to apply, each Party will have considered the state of the art; costs of implementation; the nature, scope, context, and purposes of Processing; the risks and severity associated with Processing the type of Personal Data to which the Party has access and all security requirements imposed under Applicable Data Protection Laws.

3.5. **Data Security Incidents**

A Party impacted by a Data Security Incident involving Personal Data that are Processed pursuant to the Agreement (the "Impacted Party") shall promptly, after becoming aware of the Data Security Incident, notify the other Party of such incident. The Parties shall reasonably cooperate with each other in any investigation and provide sufficient information to allow the Parties to meet legal and contractual obligations. To the extent any Applicable Data Protection Laws require that the affected Data Subjects or Supervisory Authorities be notified of the Data Security Incident, the Impacted Party will be responsible to do that, at its own cost.

4. MISCELLANEOUS

4.1. In the event of inconsistencies between the provisions of this DPA and the Agreement and/or other agreements between the Parties, existing at the time this DPA is agreed or entered into thereafter, the provisions of this DPA shall prevail with regard to the Parties' data protection obligations relating to Personal Data.

4.2. In the event of a contradiction between the Standard Contractual Clauses and the remaining provisions of this DPA, the Standard Contractual Clauses shall prevail.

The Parties agree that the execution of the Agreement constitutes execution and acceptance of this DPA and the Standard Contractual Clauses including the Swiss Addendum and the UK Addendum. Where Licensee wishes to separately execute the Standard Contractual Clauses, please contact CME at the addressed provided in the Agreement.

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SCHEDULE A

CONTROLLER TO CONTROLLER STANDARD CONTRACTUAL CLAUSES

Please see https://www.cmegroup.com/privacy-policy/files/controller-to-controller-standard-contractual-clauses.pdf

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ANNEX I

A. LIST OF PARTIES

1. Data exporter(s):

Name: Licensee

Address: As specified in the Agreement.

Contact person's name, position and contact details: As specified in the Agreement.

Activities relevant to the data transferred under these Clauses: As specified in the Agreement.

Role (controller/processor): Controller

2. Data importer(s):

Name: CME

Address: As specified in the Agreement.

Contact person's name, position and contact details: As specified in the Agreement.

Activities relevant to the data transferred under these Clauses: As specified in the Agreement.

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Employees, consultants, contractors

Categories of personal data transferred

Name, location, access ID (unique identifier for each point of access to Information on a Device)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Not applicable

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)

For the term of the Agreement.

Nature of the processing

As specified in the Agreement.

Purpose(s) of the data transfer and further processing

To comply with the terms of the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the term of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Specified in the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13.

The Netherlands DPA shall be the competent Supervisory Authority.

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ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

CME implements appropriate technical and organisational measures to protect the Personal Data it receives from Licensee, further details of which will be provided upon written request.