

TERMS & CONDITIONS FOR THE INDIRECT CLEARING LOCKBOX SERVICE
INCLUDING DATA PROTECTION ADDENDUM

By clicking "accept" at the end of these Terms & Conditions, including the Data Protection Addendum with an attachment (the "Terms") you are creating a legal agreement between the Client ("Application User" or "You") and FIA Technology Services, Inc. ("FIA Tech").

Capitalized terms not specifically defined below shall be given their ordinary meaning as used under the Markets in Financial Instruments Regulation ("MiFIR") and the Markets in Financial Instruments Directive II ("MiFID II") and respective final Regulatory Technical Standards ("RTS").

1. Provision of Services

- a. Subject to these Terms, FIA Tech will give Application User access to the Indirect Clearing Lockbox Service ("Lockbox"). The Lockbox allows Clearing Members and their Clients to collect, store, and escrow the name, legal identification, address, and contact information of Application User and/or any organization or natural person that has authorized Application User to act on its behalf ("Indirect Client Data") for the purpose of providing a means for a Clearing Member to identify and communicate with Application User in the event of a Trigger Event, as defined below (the "Purpose"). Indirect Client Data will be made available to a Clearing Member upon FIA Tech's receipt of a notice from the Clearing Member of the occurrence of a Trigger Event.
- b. It is strictly prohibited to share or provide unauthorized access to the Lockbox.
- c. Indirect Client Data will be used only for the Purpose, as defined above.
- d. Application User agrees and acknowledges that FIA Tech shall have no liability for an act, or failure to act, in connection with the processing or release of Indirect Client Data, except where FIA Tech's acts or omissions are the result of its own direct gross negligence or malfeasance.

2. Data Permission & Confidentiality

- a. Any Indirect Client Data Application User provides to FIA Tech shall be considered Application User's Data vis-a-vis FIA Tech, subject to any counterparty or Indirect Client interest in the same information.
- b. Application User consents to the processing of any Personal Information provided by the Application User (whether part of the Indirect Client Data or elsewhere) by FIA Tech and its agents to facilitate the Purpose. FIA Tech agrees to treat such information as Application User's Confidential Information.
- c. Application User understands and agrees that personal information collected under these Terms may be transferred, stored, and processed in the United States or any other country where FIA Tech or its service providers (if any) maintain facilities.

- d. FIA Tech agrees to utilize reasonable industry-accepted standard practices with respect to protecting and safeguarding Application User's Confidential Information from any (i) unauthorized disclosure, access, use or modification; (ii) misappropriation, theft, destruction, or loss; or (iii) inability to account for such Confidential Information.
- e. Without limiting the generality of the foregoing, FIA Tech will only disclose Application User's Confidential Information upon receiving a notice of a Trigger Event or in order to comply with laws, regulations or government order.
- f. In addition, FIA Tech will internally disclose Application User's Confidential Information only to those who have a "need to know" such Confidential Information and only to the extent necessary in order to fulfill the Purpose.

3. Representations, Warranties & Indemnification.

- a. FIA Tech and Application User represent and warrant to the other that the execution, delivery, and performance of these Terms by such party have been duly approved by all necessary corporate action, and do not conflict with, or result in a material breach of any material agreement by which such party is bound, or any law, regulation, rule, judgment, or decree of any governmental instrumentality. Application User further represents that these Terms constitute a valid and legally binding obligation of such party enforceable in accordance with its terms.
- b. Application User represents and warrants that it is authorized to bind to these Terms any party authorized by Application User to use the Services on Application User's behalf, including, but not limited to, employees, designees, agents, or affiliates.
- c. Application User represents and warrants that it has full authority, including consents, to disclose, transmit, store, process and share all Indirect Client Data.
- d. Application User shall indemnify, defend and hold harmless FIA Tech and any of its affiliates against losses arising out of any breach of, or misrepresentations in, these Terms as made by Application User.

4. Disclaimers.

- a. Use and transmission of data on any computer, system or network may be subject to delay, interruption, interference, blackout, failure, interoperability problems, systems or service unavailability or failure, hardware or software malfunction or failure, encryption failure, interception by third-parties, unauthorized access, theft; modification; or inaccuracy.
- b. EXCEPT AS EXPLICITLY SET FORTH HEREIN, FIA TECH MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE LOCKBOX OR ANY MATERIALS PROVIDED IN CONNECTION WITH THE LOCKBOX (WHETHER DIRECTLY FROM FIA TECH OR FROM A THIRD-PARTY, IF ANY),

ARE OR WILL BE (A) FREE OF INTERFERENCE, DEFECTS OR ERRORS, OR OTHERWISE ACCURATE, (B) ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR (C) COMPATIBLE WITH APPLICATION USER'S EXISTING COMPUTERS AND/OR SYSTEMS. WITHOUT LIMITING THE FOREGOING, FIA TECH (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND OTHER MATERIALS, IF ANY.

c. FIA Tech makes no representations as to the accuracy of any notice of a Trigger Event it may receive. In no event shall FIA Tech be liable for any act or failure to act taken pursuant to these Terms upon receipt of a notice of a Trigger Event from a Client, except where its acts are the result of its gross negligence or malfeasance.

5. General Limitation Of Liability. IN NO EVENT SHALL FIA TECH BE LIABLE TO THE APPLICATION USER FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT OR TORT AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN FACT KNOWS OF THE POSSIBILITY THEREOF.

6. Miscellaneous Terms.

a. These Terms shall be binding on each party's successors and permitted assignees. Neither party may assign any of its rights or delegate any of its duties under these Terms without the prior written consent of the other party which consent shall not be unreasonably withheld, and any attempted assignment in violation of this provision shall be null and void; provided, however, that FIA Tech may assign these Terms to an affiliate without the consent of Application User, and Application User may assign these Terms to an affiliate without the consent of FIA Tech.

b. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to the application of principles of conflicts of law. Any claim arising out of or relating to these Terms or the breach, termination or validity thereof shall be adjudicated by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration of Business Disputes in effect on the date hereof. The place of arbitration shall be Washington, D.C.

c. FIA Tech's performance under these Terms may be excused to the extent a delay or failure is caused by events outside of its control, including without limitation, network or communications disruptions, acts of God, and acts of terrorism.

- d. If any provision of these Terms shall be invalid or unenforceable under applicable law, such invalidity shall not affect the enforceability of any other provision hereof.

7. Definitions

- a. "Client" means an organization that provides indirect clearing services, as generally described in the RTS.
- b. "Indirect Client" means an organization or natural person that maintains position and collateral with the Client in an indirect clearing account of the type described in the RTS.
- c. "Personal Information" means any information about an individual that can be identified, directly or indirectly.
- d. "Trigger Event" refers to a default in the legal obligations a Client owes to a Clearing Member pursuant to the terms of a valid and existing contract between them.

DATA PROTECTION ADDENDUM TO

THE TERMS & CONDITIONS FOR THE INDIRECT CLEARING LOCKBOX SERVICE

Addendum

This document is a Data Protection Addendum (“DPA”) which ensures that the personal data FIA Tech receives and processes for its Application Users is protected in accordance with the requirements of the European Union’s General Data Protection Regulation (“GDPR”) and other international data protection laws.

This DPA is an addendum to the Terms, subject to Section 9.2 below.

Definitions

- 1.1 The following expressions are used in this DPA and have the meaning set forth below:
- (a) “**Customer**” means Application User’s account holder and any individual personally identified with the account;
 - (b) “**Data Subject Request**” means a request from or on behalf of a data subject relating to access to, or rectification, erasure or data portability in respect of that person’s Personal Data or an objection from or on behalf of a data subject to the processing of that person’s Personal Data;
 - (c) “**Data Protection Laws**” means all laws and regulations as are applied to the processing of Personal Data, including the laws of the European Union, the European Economic Area, their member states and the United Kingdom, including (where applicable) the General Data Protection Regulation (“GDPR”); the laws of Australia, including the Australian Privacy Protection Act (“APP”); the laws of Canada, including the Federal Personal Information Protection and Electronic Documents Act (“PIPEDA”); and the data protection or privacy laws of any other country, including, without limitation, Switzerland and the Russian Federation, and any laws substantially amending, replacing or superseding any of the foregoing;
 - (d) “**FIA Tech Group**” means FIA Tech and any corporate entities which are from time to time under common control with or control of, FIA Tech;
 - (e) “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation);
 - (f) “**Incident**” means: (a) a complaint or a request with respect to the exercise of an individual’s rights under Data Protection Laws; (b) an investigation into or seizure of the personal data by government officials, or a specific indication that such an investigation or seizure is imminent; or (c) a “Material Breach” of the security and/or confidentiality as set out in this DPA leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data. A “Material Breach” is one that is likely to result in a significant risk to the rights and freedoms of individuals, or that would require notification to individuals or regulators under the law of the applicable jurisdiction.
 - (g) “**Personal Data**” means all data which is defined as ‘Personal Data’ in the Data Protection Laws and to which Data Protection Laws apply and which is provided by the Application User to FIA Tech;

- (h) “**Processing**”, “**Data Controller**”, “**Data Subject**”, “**Supervisory Authority**” and “**Data Processor**” shall have the meanings ascribed to them in the GDPR; and
- (i) An entity “**Controls**” another entity if it: (a) holds a majority of the voting rights in it; (b) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body; (c) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (d) has the right to exercise a dominant influence over it pursuant to its governance documents or pursuant to a contract; and two entities are treated as being in “**Common Control**” if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.

2. Status of the Parties

- 2.1 The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Attachment 1.
- 2.2 Each of the Application User and FIA Tech warrant in relation to Personal Data that it will (and will ensure that any of its staff and/or sub-processors) comply with the Data Protection Laws applicable to them and to the particular Personal Data processed by each.
- 2.3 In respect of the parties’ rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that:
 - (a) the Application User is the Data Controller, as between them with respect to Customer Personal Data;
 - (b) FIA Tech is the Data Processor, as between them, as to Customer Personal Data and is a Controller as to the Personal Data it processes about Application User’s personnel;
 - (c) The parties recognize that some Personal Data may be under common control with other Application Users actively using the FIA Tech;
 - (d) FIA Tech agrees that it shall process all Personal Data in accordance with its obligations pursuant to this DPA to the extent not inconsistent with the rights in Personal Data that may be jointly controlled with another Application User.

3. Application User Obligations

- 3.1 With respect to all Personal Data which Application User provides to FIA Tech, whether it is Customer or personnel Personal Data, the Application User shall have sole responsibility for the accuracy, quality, and legality of the processing of Personal Data.
 - (a) Application User warrants that it has all necessary rights to provide to FIA Tech the Personal Data for processing in connection with the provision of the Lockbox.
 - (b) Application User understands, as a data controller, that it is responsible (as between Customer and FIA Tech) for all obligations of a Data Controller under the Data Protection Laws, including, but not limited to:
 - (i) responding to requests from individuals about their data and the processing of the same, including requests to have personal data altered, corrected, or erased, and providing copies of the actual data processed;

- (ii) notifying individuals and any relevant regulators or authorities of any Incident as may be required by law in the relevant jurisdiction.

4. FIA Tech Obligations

- 4.1 With respect to all Personal Data provided by Application User to FIA Tech, FIA Tech agrees it shall:
- (a) only process the Personal Data in order to provide Lockbox and shall act only in accordance with this DPA and the Application User's written instructions *which are entirely represented by the Terms, any mutually agreed addendums thereto, and this DPA*;
 - (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.
 - (c) take reasonable steps to ensure that only authorised personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality;
 - (d) provide the Application User with reasonable cooperation and assistance in respect of the Incident as detailed in Section 5 below;
 - (e) notify the Application User if it receives a Data Subject Request
 - (i) To the extent Application User does not have the ability to address a Data Subject Request, FIA Tech shall (upon the Application User's request) provide reasonable assistance to facilitate a Data Subject Request to the extent the FIA Tech is able, subject to its contractual obligations to other Application Users and the laws governing the Terms.
 - (f) The deletion or return of Personal Data shall be governed by the terms of the Terms and, in all events, is subject to FIA Tech's contractual obligations to other Application Users to maintain certain data records and may be subject to audit trail or other obligations to account to regulatory authorities in the EU and other sovereign jurisdictions.
 - (j) provide such assistance as the Application User reasonably requests (taking into account the nature of processing and the information available to FIA Tech) with respect to accounting for and documenting Application User's compliance with its obligations under relevant Data Protection Laws. At a minimum, upon written request, FIA Tech will produce to Application User a copy of any third-party audit reports concerning the adequacy of FIA Tech's technical security measures. Application User does not have any independent right to audit FIA Tech's technical and/or organizational measures.

5. Incident Management

- 5.1 When either party becomes aware of an Incident, it shall promptly notify the other about the Incident and shall reasonably cooperate in order to enable the other party to understand the Incident, to formulate a correct response, and to take suitable further steps in respect of the Incident.
- 5.2 Both parties shall at all times have in place written procedures which enable them to promptly respond to the other about an Incident. Where the Incident is reasonably likely to require a data breach notification under applicable laws, the party responsible for the Incident shall notify the other no later than 24 hours of having become aware of such an Incident.

6. Sub-Processing

6.1 The Application User grants a general authorization: (a) to FIA Tech to appoint other members of the FIA Tech Group as sub-processors; (b) to appoint any third-party identified in the Terms as a sub-processor; and (c) to FIA Tech and other members of the FIA Tech Group to appoint third-party data center operators, outsourced support providers, and other third parties as sub-processors to support the performance of the Lockbox.

6.2 FIA Tech will maintain a list of sub-processors and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data.

6.3 FIA Tech will ensure that any sub-processor it engages to provide the services on its behalf does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Personal Data than those imposed on FIA Tech in this DPA (the “Relevant Terms”).

7. Data Transfers

7.1 FIA Tech has certified adherence to the US/EU Privacy Shield mechanism (“**Privacy Shield**”). The parties agree that such mechanism is adequate to enable the lawful transfer of Personal Data to the United States under the Data Protection Laws.

7.2 The Application User acknowledges that the provision of the Lockbox under the Terms may require the processing of Personal Data by sub-processors in countries outside the EEA from time to time.

8. Liability

8.1 Subject to the limitations of liability in the Terms, each party shall be liable to the other for damages it causes by any breach of this DPA. Liability as between the parties is limited to actual damage suffered. Punitive damages are specifically excluded.

9. General

9.1 If the Application User determines that an Incident must be reported to any regulator or enforcement authority, and/or data subjects, and/or the public or portions of the public, the Application User will notify FIA Tech before the report is made and supply FIA Tech with copies of any written documentation to be filed with the authorities and of any notification the Application User proposes to make (whether to any supervisory authority, data subjects, the public or portions of the public) which references FIA Tech, its security measures and/or role in the Incident, whether or not by name. Subject to the Application User’s compliance with any mandatory notification deadlines under the Data Protection Laws, the Application User will consult with FIA Tech in good faith and take account of any clarifications or corrections FIA Tech reasonably requests to such notifications and which are consistent with the Data Protection Laws.

9.2 This DPA is without prejudice to the rights and obligations of the parties under the Terms which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Terms, the terms of this DPA shall prevail but only so far as the subject matter concerns the processing of Personal Data.

- 9.3 FIA Tech's liability to the Application User and to each member of the Application User Group (taken together) under or in connection with this DPA shall be subject to the same limitations and exclusions of liability as apply under the Terms as if that liability arose under the Terms.
- 9.4 Except to the extent permitted in connection with FIA Tech's obligations under Privacy Shield, no third person or entity has the right to enforce this DPA.
- 9.5 This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this DPA.
- 9.6 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 9.7 This DPA shall be governed by and construed in accordance with the laws of the country of territory stipulated for this purpose in the Terms and each party agrees to submit to the choice of jurisdiction as stipulated in the Terms in respect of any claim or matter arising under this DPA.

Attachment 1

Terms & Details of the Processing Activities

Written Instructions:

The Terms constitutes Application User's written instructions

Subject matter and duration of the Processing of the Personal Data:

The subject matter and duration of the Processing of Personal Data are set out in the Terms.

The nature and purpose of the Processing of the Personal Data:

The nature and purpose of the Processing of the Personal Data are set out in the Terms.

The type of Personal Data:

The Personal Data Processed may include some or all of the following:

- i. name (forename, middle name(s) and surname), birth name, maiden name or any additional names, address, title, preferred salutation, telephone number, email address, social media username or alias and other contact information;

- ii. country of residence, occupation, employer, employment status, social security or national insurance number, bills or correspondence showing address, and other identity or occupation-related data;
- iii. unique account or customer numbers, employee numbers or other internal identifiers;
- iv. agreements related to trading, bank account numbers, and transaction details;
- v. instant message or live chat logs;
- vi. meeting, telephone or attendance notes, emails, letters other data relating to communications, calls and meetings;
- vii. data relating to regulatory checks and disclosures, and to any status, flag and other result of such checks and disclosures;
- viii. account transaction details;
- ix. on-going monitoring data in connection with compliance, fraud prevention and security;
- x. voice recordings, including of telephone calls; and
- xi. IP address, browser generated information, device information, geo-location markers and other digital identifiers used for tracking, profiling or location purposes.

The categories of Data Subject to whom the Personal Data relates:

The categories of Data Subject may include some or all of the following:

- i. current, prospective (including applicants) and former clients and Customers;
- ii. agents, advisors, and other authorized representatives of Application User or its Customers;
- iii. payors and payees;
- iv. indirect customers or clients, such as intermediaries and brokers;
- v. current and former employees, contractors, agents, officers, directors and other representatives of Application User;
- vi. beneficiaries and authorized representatives of entities, trusts and structures that Application User manages;
- vii. intermediaries, brokers and Application User suppliers, and their representatives; and
- viii. professional advisors and consultants to Application User and its Customers.

The obligations and rights of Application User

The obligations and rights of Application User are set out in the Terms and herein.

