

Notice of European Union Data Protection Terms

This present notice is addressed to you in your capacity as representative of a Customer of Clearstream Banking¹ which is a participant in the Clearstream Banking system and user of the services provided by Clearstream Banking in accordance with the Governing Documents.

Please note that this notice is provided to Customers of Clearstream Banking AG (CBF) for information purposes only and does not form part of the legal documentation governing the relationship between CBF and its Customers.

This notice sets out how personal data is used, stored, transferred or otherwise processed by Clearstream Banking as Data Controller in relation to Individuals' Data (see clause 2) as well as the rights and obligations that apply to Clearstream Banking, when acting as Data Processor on behalf of the Customer, and to the Customer acting as Data Controller pursuant to clause 3 of this notice.

When Clearstream Banking acts as Data Controller in relation to personal data of Individuals, Clearstream Banking processes such data in accordance with the Data Protection Laws and clause 2 of this notice.

When Clearstream Banking acts as Data Processor in the context of the performance of its services pursuant to and in accordance with the Service Agreement, it processes personal data on behalf of the Customer and in accordance with clause 3 of this notice.

This notice shall supplement any existing provisions regarding data protection; in case of conflict between this notice and any of the Governing Documents, this notice shall prevail.

1. Definitions

In addition to the definitions set out in the Service Agreement (as defined hereto), for the purpose of this notice the capitalised terms below shall have the following meaning:

- 1.1 **"GDPR"** means Regulation (EU) 2016/679 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, and repealing Directive 95/46/EC;
- 1.2 **"Data Controller"** shall have the meaning given to "Controller" in the GDPR;
- 1.3 **"Customer Data"** means the personal data Clearstream Banking processes on behalf of the Customer;
- 1.4 **"Customer Application Form"** means CBL Customer Application Form and CBL Account Application Form;
- 1.5 **"Data Protection Legislation"** means any applicable law of the European Union or any of its Member States protecting personal data, including, in particular, the GDPR;
- 1.6 **"Individuals"** means the Customer's employees, its representatives, its contact persons, the beneficial owners and/or any other natural person linked to the Customer;
- 1.7 **"Personal Data"** shall have the meaning given to it in the GDPR;
- 1.8 **"Data Processor"** shall have the meaning given to "Processor" under the GDPR;

¹ Clearstream Banking refers collectively to Clearstream Banking S.A.(CBL), registered office at 42, avenue John F. Kennedy, L-1855 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B-9248, and Clearstream Banking AG (CBF), registered office at 61, Mergenthalerallee, 65760 Eschborn, Germany and registered in Register B of the Amtsgericht Frankfurt am Main, Germany under number HRB 7500.

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- 1.9 “**Service Agreement**” means the General Terms and Conditions - CBL and CBL Customer Handbook and the Customer Application Form concluded between the Customer and Clearstream Banking regarding the Clearstream Banking services as described in General Terms and Conditions - CBL and CBL Customer Handbook, as commissioned by the Customer in the Customer Application Form.

2. Clearstream Banking acting as Data Controller

The Customer is hereby informed that Clearstream Banking collects, stores and processes personal data for the purposes of the provisions of the services as described in Clearstream Banking Governing Documents. We may be provided with the following personal information relating to the Customer, Customer's internal or external employees, former employees, its commercial representatives, contact persons, subscribers, agents, visitors, prospects, senior management and board members and/or the beneficial owners (the “**Individuals**”):

- the full name;
- the signature;
- the position within the company;
- the role with regard to the Clearstream Banking system;
- the date of birth;
- the contact details (work address, email address and telephone number);
- ID/passport copy;
- Tax Identification Numbers pertaining to the individuals registration details with various member state and third country tax authorities;

as well as any other information pertaining to the aforementioned Individuals that has been disclosed or becomes known to Clearstream Banking in the context of their business relationship (“**Individuals' Data**”).

The Individuals' Data is processed

- (i) for the provision of the services and products to the Customer, including, without limitation, the acceptance of your company as a participant in Clearstream Banking, the day-to-day operations, communication and notification with Clearstream Banking, participation as user of Clearstream Banking system, identification of the authorised signatories/signature authority, and the payment of the fees and costs;
- (ii) to evaluate and comply with any anti-money laundering and other customer due diligence and risk mitigation, regulatory and tax requirements (including, without limitation, with respect to compliance with the U.S. Foreign Account Tax Compliance Act (“**FATCA**”) and the OECD common reporting standard (“**CRS**”) or any other legislation, regulation or guidance enacted in any jurisdiction that seeks to implement a similar tax reporting or withholding tax regime);
- (iii) for the compliance by Clearstream Banking with its legal and regulatory obligations *vis-à-vis* national or foreign administrative, governmental, supervisory, judicial or tax authorities;
- (iv) for the establishment, exercise and defence of Clearstream Banking's rights in the context of local or foreign judicial proceedings, including discovery proceedings;
- (v) to perform market and customer analyses in order to improve Clearstream Banking's products and services, and
- (vi) for the purposes of providing marketing information.

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The processing of Individuals' Data is necessary for the compliance with Clearstream Banking's legal obligation (as noted above), for the performance of the contract with the Customer, in connection with legitimate interests of Clearstream Banking (as indicated above) or on the basis of consent received from the relevant Individuals in compliance with the applicable legal requirements in respect of that consent.

Clearstream Banking requires personal data to be able to comply with its legal and regulatory obligations and to perform the relevant services. Accordingly, if personal data that is required is not provided, Clearstream Banking may not be able to provide its services to the Customer.

Clearstream Banking may share and disclose Individuals' Data to:

- affiliates of Clearstream Banking:
 - to which Clearstream Banking has delegated some or all of its functions and its related services. This may include the sharing of data to group companies who share technical systems and other functions with Clearstream Banking. Any such sharing of data would be necessary for the purposes of the legitimate interests pursued by Clearstream Banking and the receiving affiliates;
 - in connection with any group restructuring/reorganisation or transfer of business and/or services;
- service providers involved in the context of the performance of the services by Clearstream Banking, such as IT service providers;
- professional advisors of Clearstream Banking, such as its auditors or lawyers or consultants; or
- other third parties involved in the context of the compliance with its legal and regulatory duties or rights towards national or foreign administrative, governmental, supervisory, judicial or tax authorities.

Such entities may be located in Luxembourg or in any other countries which may offer or not an adequate level of data protection, such as Singapore or the United States of America.

Clearstream Banking uses data transfer agreements incorporating standard contractual clauses approved by the European Commission to transfer personal data to such jurisdictions.

Clearstream Banking and those third parties to whom personal data is transferred will retain that data as long as necessary for the purposes set out above. In particular, Clearstream Banking will hold certain Individuals' Data and for a period consistent with its data retention policy (generally 10 years) after the termination of the relationship between the Customer and Clearstream Banking and in any event no longer than necessary with regard to the purpose of the data processing or as required by law and regulation.

The Individuals have a right to access their personal data, and may ask for erasure, a rectification where such data is inaccurate or incomplete as well as the transfer of their personal data to third parties. The Individuals also have a right of opposition regarding the use of the personal data for marketing purposes.

Such rights may be exercised by letter addressed to the appointed data protection officer ("**DPO**") of Clearstream Banking via:

email at:

dataprotection@clearstream.com

or post at:

Data Protection Officer
Clearstream Banking S.A.
L-2967 Luxembourg
Telephone: (+352)-243-0

or

Data Protection Officer
Clearstream Banking AG
Mergenthalerallee 61
D- 65760 Eschborn

The appointed data protection officer is named on the public website.

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Any questions about the contents of this notice or Clearstream Banking's use of personal data should be addressed to our DPO. Any issue that Individuals may have regarding their personal data can also be brought to the attention of the

Commission Nationale de la Protection des Données, "CNPD"
1, Avenue du Rock'n'Roll
L-4361 Esch-sur-Alzette
Telephone: (+352) 26 10 60-1
as the competent Data Protection Supervisory Authority for Clearstream Banking S.A.,

or

Der Hessische Datenschutzbeauftragte
Postfach 3163
65021 Wiesbaden
Telephone: +49 (0)611 1408-0
as the competent data protection supervisory authority for Clearstream Banking AG.

The Customer undertakes and agrees to inform any Individual whose personal data it has provided to Clearstream Banking of the processing undertaken by Clearstream Banking, as described in this clause 2 of the notice, and of any changes to such processing without undue delay.

The Customer acknowledges that the information contained in this clause 2 of this notice is subject to amendments and that it will be informed of any future changes or additions to this document in advance of such changes taking effect through notice in writing or via email.

3. Obligation of Clearstream Banking acting as Data Processor in accordance with article 28 GDPR (only applicable to Clearstream Banking S.A., Luxembourg)

3.1 Scope and nature of processing

In the context of the Service Agreement, Clearstream Banking can have access to personal data and process personal data of data subjects as set out in this clause 3 in order to enable Clearstream Banking to provide its services to the Customer¹.

In the event, that Clearstream Banking is acting as a Data Processor in the context of the performance of its services pursuant to and in accordance with the Service Agreement, it shall solely process Customer Data on behalf and instruction of the Customer in accordance with this clause 3 of the notice. In such case, the Customer will qualify as the Data Controller in respect of the data processed on its behalf.

3.2 Categories of data subjects

Clearstream Banking process data relating to Individuals such as:

- Internal or external employees, former employees of the Customer;
- Visitors;
- Prospects;
- Customers;
- Subscribers;
- Agents;
- Commercial representatives;
- Contact persons;
- Senior management and Executive / Supervisory Board members;

¹ Regarding Clearstream Banking AG customers it is subject to any prevailing data processing agreement concluded between Clearstream Banking AG and its customers.

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- Beneficial owners;
- Underlying investors and registered holders of security entitlement.

3.3 Types of personal data processed

The following types of personal data are processed by Clearstream Banking:

- Name, surname, title;
- Personal contact details (for example telephone, email);
- Work contact details;
- Contract master data (contractual relationship, interest in products, services or contracts);
- Customer history;
- Billing and payment data;
- Further details of identification such as personnel number, department or electronic user identification;
- Photos or recordings such as video or telephone recordings;
- Information sent via the EPIM interface;
- Signatures;
- Position in the company;
- Certifications of residence and similar documentation and data required to establish withholding rates and reclaims from member state and third country tax authorities.

3.4 Places of data processing

The Customer Data will be processed and used exclusively within the territory of a Member State of the European Union. Any transfer of Customer Data to a third country not providing an adequate level of data protection requires implementing additional safeguards in accordance with Article 44 et seq. GDPR. The Customer hereby consents to the transfer of Customer Data to a third country for the purpose of the performance of the services, as set out in the Service Agreement. The adequate level of protection in third countries will be acknowledged by or is the result of:

- an adequacy decision of European Commission;
- standard data protection clauses ("EU Model Clauses").

3.5 Technical/organisational measures

Clearstream Banking shall implement and document appropriate technical and organisational measures before starting the processing of Customer Data, giving details of the actual processes to be followed, and must present this documentation to the Customer for review. This shall include:

- a) the use of pseudonymisation and encryption of Customer Data, *where necessary and appropriate*;
- b) measures to ensure the ongoing confidentiality, integrity, availability and resilience of Clearstream Banking's systems and services, where necessary and appropriate;
- c) the ability to restore the availability and access to Customer Data in a timely manner in the event of a physical or technical incident, where necessary and appropriate; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Customer Data, where necessary and appropriate.

When accepted by the Customer, the documented technical and organisational measures will form the basis of the processing of Customer Data. Where the review or audit by the Customer, in the Customer's view, raises the need for amendments, these must be agreed upon in good faith.

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The technical and organisational measures are subject to technical progress and development, and Clearstream Banking may implement adequate alternative measures to the extent the implementation of such measures does not reduce the level of security which is adequate with respect to the processing of Customer Data. Any material changes to the technical and organisational measures initially implemented must be documented by Clearstream Banking.

3.6 Rectification, restriction and erasure of data

Clearstream Banking may rectify and erase Customer Data or restrict the processing of it only in accordance with a documented instruction from the Customer.

3.7 Responsibilities of Clearstream Banking

Clearstream Banking has in particular the following additional responsibilities:

- a) Clearstream Banking has to appoint a data protection officer, where stipulated by applicable data protection legislation, who performs their duties in compliance with Articles 38 and 39 GDPR. The Customer shall be informed immediately of any change of the data protection officer. The data protection officer is appointed and named on the public website, the contact details are:

Data Protection Officer
L-2967 Luxembourg
Email: dataprotection@clearstream.com
Telephone: +352-243-0.

- b) With respect to Article 28 Paragraph 3 Subparagraph 1 Sentence 2 Lit. b GDPR, Clearstream Banking assigns only such employees with the processing of Customer Data who have been committed to confidentiality and have previously been familiarised with the data protection provisions relevant to their work. Any person acting under Clearstream Banking's authority who has access to Customer Data, shall process Customer Data exclusively on instructions from the Customer, including the stipulations in this notice, unless EU or EU member state law requires the processing of Customer Data. In the latter case, Clearstream Banking shall inform the Customer of such requirements before the processing, unless that law prohibits such information on important grounds of public interest. If and to the extent the Customer following such information insists on the instruction, the Customer shall indemnify Clearstream Banking fully and in good time against all consequences of Clearstream Banking's compliance with such instruction.
- c) Clearstream Banking shall support the Customer in case of requests of the supervisory authority regarding the performance of the tasks of the supervisory authority.
- d) Clearstream Banking shall inform the Customer immediately of any inspections and measures conducted by a supervisory authority, insofar as they relate to the processing of Customer Data. This also applies insofar as Clearstream Banking is under investigation by a competent authority in connection with infringements to any civil or criminal law, or administrative rule or regulation regarding the processing of Customer Data.
- e) Insofar as the Customer is subject to an inspection by a supervisory authority, an administrative or criminal procedure, a liability claim by a data subject or by a third party or any other claim in connection with the processing of Customer Data, Clearstream Banking shall make every effort to support the Customer.
- f) Taking into account the nature of the processing of Customer Data, Clearstream Banking shall support the Customer by appropriate technical and organisational measures in order to respond to requests from individuals exercising their rights under applicable data protection legislation. The Customer shall reimburse any costs incurred to Clearstream Banking in providing that assistance.

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3.8 Sub-Processors

The Customer consents to Clearstream Banking involving the sub-processors as defined in the service agreement or prior announced to the Customer.

In addition, the Customer provides a general authorisation to Clearstream Banking to engage further sub-processors to process Customer Data. Clearstream Banking shall give the Customer one month prior notice of any intended addition to or replacement of those further sub-processors. If the Customer reasonably objects to that change within two weeks, Clearstream Banking may terminate the agreement set out in this clause 3 of the notice for convenience or may involve another sub-processor; in the latter case, the Customer shall reimburse any additional costs incurred by Clearstream Banking for involving such other sub-processor.

Clearstream Banking must set out the contractual agreements with the sub-processor(s) in such a way that they reflect the provisions of this clause 3 of the notice and in particular the guarantee to implement appropriate technical and organisational measures to comply with applicable data protection legislation.

Clearstream Banking shall only transfer Customer Data to a sub-processor of Clearstream Banking, and such a sub-processor shall only commence processing Customer Data, once Clearstream Banking can establish that this contract with the sub-processor reflects the provisions of this clause 3 of the notice and that the sub-processor has in place appropriate technical and organisational measures to meet the requirements of applicable data protection legislation.

If the sub-processor processes the Customer Data outside the EU, Clearstream Banking shall ensure that the transfer of Customer Data to the sub-processor and its processing of such Customer Data complies with applicable EU data protection requirements. If required, Clearstream Banking shall enter into EU Standard Contractual Clauses with the sub-processor on behalf of the Customer.

3.9 Information and Audit rights of the Customer

Clearstream Banking shall ensure that the Customer is able to verify compliance with the obligations of Clearstream Banking in accordance with Article 28 GDPR. Clearstream Banking undertakes to give the Customer any necessary information on the processing of Customer Data on request and, in particular, to demonstrate the execution of the technical and organisational measures.

Without prejudice to the Customer's rights in the preceding paragraph of this section 3.9, evidence of such technical and organisational measures, which concern not only the specific Service Agreement, may be provided by compliance with approved codes of conduct pursuant to Article 40 GDPR; certification according to an approved certification procedure in accordance with Article 42 GDPR; current auditor's certificates, reports or excerpts from reports provided by independent bodies (for example auditor, data protection officer, IT security department, data privacy auditor, quality auditor) or a suitable certification (including the provision of the respective audit report) by IT security or data protection auditing (for example, according to ISO/IEC 27001, 27018).

If the Customer is reasonably not able to verify compliance within the material scope of this clause 3 of the notice by the information provided as set out in the preceding paragraph, the Customer shall have the right, after consultation with Clearstream Banking, to carry out inspections or to appoint auditors to do so, consistent with any other legal obligation applicable to Clearstream Banking.

If any inspection reveals that Clearstream Banking is, or that a service is, not in compliance with the provisions of this notice and/or applicable data protection legislation, Clearstream Banking shall take all corrective actions including any temporary workarounds necessary to comply with the provisions of this notice and/or applicable data protection legislation.

Any costs incurred by the Customer and Clearstream Banking in relation to an audit shall be borne by the Customer.

Upon request, Clearstream Banking shall submit to the Customer its record of processing activities, if any, pursuant to Art. 30 Para. 2 GDPR.

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3.10 Assistance Obligations of Clearstream Banking

Clearstream Banking shall assist the Customer in complying with the obligations concerning the security of Customer Data, reporting requirements for data breaches, data protection impact assessments and prior consultations, referred to in Articles 32 to 36 of the GDPR. These include:

- a) Ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing of Customer Data as well as the projected probability and severity of a possible infringement of applicable laws as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
- b) The obligation to report Security Breaches affecting Customer Data promptly to the Customer.
“Security Breaches” shall be all substantial disruptions of Clearstream Banking's services, possible infringements of applicable data protection legislation or of clause 3 of this notice and any other substantial irregularity in relation to the processing of the Customer Data arising from Clearstream Banking, its employees or other third parties.
- c) The duty to assist the Customer with regard to the Customer's obligation to provide information regarding Security Breaches to the data subject concerned and to promptly provide the Customer with all relevant information in this regard.
- d) Supporting the Customer, upon request, with any data protection impact assessment.
- e) Supporting the Customer, upon request, with regard to prior consultation of the supervisory authority.

3.11 Customer's authority to issue instructions

Clearstream Banking acting as a Data Processor may only process the Customer Data under the terms of the Service Agreement and/or clause 3 of this notice and the documented instructions issued by the Customer. With respect to the subject matter of clause 3 of this notice, the Customer retains a general right of instruction as to the nature, scope and method of processing of the Customer Data, which may be supplemented with individual instructions to the extent not inconsistent with the relevant service offerings. Any changes to the processing of Customer Data by Clearstream Banking acting as a Data Processor must be agreed upon in advance and shall be documented. Clearstream Banking may only pass on information to third parties or to the data subject with the prior written consent of the Customer.

The Customer must confirm any oral instructions immediately in writing or by email (in text form). Clearstream Banking must not use the Customer Data for any other purpose other than set out in this notice. No copies or duplicates of Customer Data may be produced without the knowledge of the Customer. This does not apply to backup copies to the extent required to assure proper data processing, or to the processing of any Customer Data required to comply with statutory retention rules.

Clearstream Banking must inform the Customer promptly, if it believes that an instruction would infringe applicable data protection legislation.

3.12 Deletion of data and return of data media

Upon termination of the Service Agreement or when requested by the Customer, Clearstream Banking must return to the Customer all documents in his possession and all work products and data produced in connection with the processing of Customer Data by Clearstream Banking or, at the Customer's choice, delete them in compliance with applicable data protection legislation with the prior consent of the Customer unless EU or EU member states' law requires storage of the Customer Data. The same applies to any test data and scrap material. The deletion log must be presented by Clearstream Banking upon request.

Documentation intended by Clearstream Banking as proof of proper data processing must be kept by Clearstream Banking after the expiry of the Service Agreement in accordance with relevant retention periods. Alternatively, Clearstream Banking may hand such documentation over to the Customer after expiry of the Service Agreement.

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3.13 Responsibilities of the Customer as Data Controller

The Customer shall be responsible to the outside world (including the data subject) for ensuring that the processing of Customer Data takes place within the framework of the Data Protection Legislation.

The Data Controller shall therefore have both the right and obligation to make decisions about the purposes and means of the processing of Customer Data and be responsible for ensuring that the processing that Clearstream Banking is instructed to perform is authorised in law.

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