

## **GDPR DATA PROTECTION ADDENDUM**

This GDPR Data Protection Addendum (“**Addendum**”) effective as of May 1, 2023 (the “**Effective Date**”) sets forth terms implemented by Options Price Reporting Authority, LLC (“**OPRA**”) regarding the transfer of personal data covered by the EU General Data Protection Regulation 2016/679 (“**GDPR**” as further defined below). The terms of this Addendum are incorporated into each agreement directly between OPRA and its subscribers and vendors, including into each Vendor Agreement and Professional Subscriber Agreement (each a “**Customer Agreement**”). “**Customer**” means any individual or entity (including any OPRA vendor, vendor affiliate or subscriber) that provides personal data to OPRA in the course of OPRA’s business activities.

### **ARTICLE 1 DEFINITIONS**

Terms not defined in this Addendum but defined in a Customer Agreement shall have the applicable meaning set forth in the Customer Agreement. In addition, as used in this Addendum:

“**EEA**” means the European Economic Area.

“**GDPR**” means the EU General Data Protection Regulation 2016/679, or any successor legislation thereto, and includes any national implementations of the GDPR in an EU member state.

“**OPRA Data**” means market data disseminated by OPRA.

“**Personal data**” (regardless of capitalization) has the meaning given to such term in the GDPR.

“**Standard Contractual Clauses**” means the Standard Contractual Clauses for the Transfer of personal data from the European Community to Third Countries (Module One: Controller-to-Controller Transfers) as approved by the European Commission Decision (EU) 2021/914 or any model clauses that are approved by the European Commission to amend or replace such clauses.

“**Third Country**” means a country outside the EEA, including the United States of America, other than a country which is deemed by the European Union Commission to have an adequate level of protection by reason of its domestic law or of the international commitments it has entered into.

“**Controller**”, “**process(ing)**” and “**data subject**” (regardless of capitalization) each have the meaning given to such terms in the GDPR and Standard Contractual Clauses.

### **ARTICLE 2 APPLICATION AND EFFECT**

This Addendum amends and supplements any provisions contained in a Customer Agreement that relate to the transfer of personal data governed by the GDPR, and shall be effective for the term of the Customer Agreement unless modified or terminated earlier as provided herein. This Addendum applies only to personal data governed by the GDPR. If Customer objects to this Addendum, it may terminate its Customer Agreement by giving written notice to OPRA within thirty (30) days of the Effective Date. Unless Customer gives such written termination notice to OPRA, Customer shall be deemed to have agreed to this Addendum.

OPRA may from time to time amend or modify this Addendum by giving Customer at least thirty (30) days written notice prior to the effective date of the modification (the “**Change Effective Date**”). Such notice may be given electronically via email or online posting. Customer may terminate its Customer Agreement upon written notice to OPRA given on or before the Change Effective Date

specified in OPRA's notice. Unless Customer gives such written termination notice to OPRA on or before the Change Effective Date, Customer shall be deemed to have consented and agreed to the modification.

### **ARTICLE 3 DATA TRANSFER**

In order for OPRA to perform its obligations and exercise its rights in accordance with its Customer Agreement(s) with Customer, Customer may be required to provide OPRA with personal data that is governed by the GDPR. OPRA and Customer agree to be bound by the terms and conditions of this Addendum with respect to such personal data, and in the event of conflict with any other terms of the Customer Agreement, the terms in this Addendum shall prevail.

#### **3.1 EXPORT OF PERSONAL DATA**

3.1.1 To the extent that OPRA stores or otherwise processes personal data provided by Customer in a Third Country, the parties agree that the provisions in the Standard Contractual Clauses shall apply and are incorporated herein by reference. When a party processes personal data for its own purposes, it acts as a data controller. Pursuant to the Standard Contractual Clauses, Customer as a data controller is a "data exporter" when it transfers personal data from inside the EEA to OPRA (as a data controller) outside of the EEA; and in this circumstance OPRA is a "data importer."

3.1.2 As a data importer, OPRA will process personal data for the purposes described below (which shall also apply as Annexes I and II of the Standard Contractual Clauses):

(a) **Data subjects:** The personal data transferred concern the following categories of data subjects:

End users, subscribers, and recipients (and their respective designees or representatives) of OPRA Data (either directly or through a vendor or other Customer).

(b) **Categories of personal data:** The personal data transferred may concern data in one or more of the following categories of data:

For data subjects not employed by Customer or a subsidiary of Customer: name, employer, title, employer address, employment status, email address, phone number, entitlements information, start and end dates related to the access or provisioning of OPRA Data, and records relating to actual usage of OPRA Data.

For data subjects employed by Customer or a subsidiary of Customer: name, user id, title, entitlements information, email address, phone number, other information used to identify internal subscribers' access to OPRA Data, start and end dates related to the access or provisioning of OPRA Data, and records relating to actual usage of OPRA Data.

For all data subjects, publicly available records (including social media) pertaining to professional licenses and/or certifications for purposes of determining whether a data subject is a Professional Subscriber or a Nonprofessional Subscriber.

- (c) **Sensitive data** (if appropriate): The personal data transferred concern the following categories of sensitive data: N/A
- (d) **Frequency:** The frequency of the transfer is: As needed – continuous.
- (e) **Nature of the processing:** See purposes of the transfer below.
- (f) **Purposes of the transfer(s):** The transfer is made for the following purposes:

To fulfill Customer's reporting obligations, (ii) to enable OPRA to process and administer Customer's Customer Agreement(s), including by verifying compliance with the Customer Agreement(s) and exercising audit, review and other rights pursuant to the Customer Agreement(s) and (iii) to comply with regulatory requirements.

- (g) **Retention Period:** The period for which the personal data will be retained: personal data is retained for the term of the Customer Agreement. In addition, personal data may be retained for the period necessary to fulfill the purposes outlined in the OPRA Privacy Notice and Policy and as otherwise needed for legal, regulatory, or litigation purposes, as may be required under applicable law.
- (h) **Competent Supervisory Authority:** United Kingdom: Information Commissioner's Office. Netherlands: Autoriteit Persoonsgegevens, AP (Dutch Data Protection Authority).
- (i) **Technical and Organizational Measures:** OPRA exercises reasonable precautions to safeguard and secure personal data retained by OPRA (and transferred pursuant to the Customer Agreement) taking into account the nature, scope, context and purpose of the data processing and the potential risks to data subjects. OPRA holds all information securely, at a secure location on our computer systems and databases (which may be hosted by a third-party on our behalf). OPRA has security protections in place that help to protect against the loss, misuse, and alteration of the data under OPRA's control including: (1) procedures and controls to encrypt and decrypt personal data where appropriate and to protect data during transmission and storage, (2) policies and procedures to detect, respond to, and otherwise address security incidents, (3) procedures and controls to authenticate and permit access only to authorized individuals, (4) technical mechanisms that record and examine activity in information systems, and (5) a security awareness and training program for personnel. Security protections use technology consistent with current industry standards. OPRA periodically tests the security protections of its information systems and monitors the effectiveness of its information security controls, systems, and procedures and adjusts them in response to changes in industry standards and business activities, and potential threats. OPRA takes reasonable steps to review third-party processors of personal data to ensure those third-party processors exercise effective data security protections, in accordance with relevant laws.

3.1.3 For the purposes of the Standard Contractual Clauses, the following additional provisions shall apply:

- (a) Customer and OPRA agree to observe the terms of the Standard Contractual Clauses without modification;
  - (b) the names and addresses of Customer and OPRA shall be considered to be incorporated into the Standard Contractual Clauses;
  - (c) the parties' agreement to this Addendum shall constitute agreement to the Standard Contractual Clauses; and
  - (d) If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Standard Contractual Clauses as separate document(s) setting out the proposed transfers of personal data in such manner as may be required.
- 3.1.4 In the event that the Standard Contractual Clauses are amended or replaced by the European Commission or under applicable data protection laws, OPRA may modify this Addendum to incorporate such amended or replacement clauses in this Addendum in accordance with ARTICLE 2. If the Standard Contractual Clauses are invalidated by the European Commission or data protection law, the parties shall work together in good faith to negotiate a solution to enable a transfer of the personal data to meet the requirements of the GDPR.
- 3.1.5 The terms of the Standard Contractual Clauses shall supersede any conflicting terms in any Customer Agreement and this Addendum. The Standard Contractual Clauses in respect of a Customer Agreement shall terminate if and when the Customer Agreement expires or is terminated, or OPRA offers an alternative transfer mechanism for data transfers.