DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**Addendum**") effective as of November 1, 2018 (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 (Controller-to-Controller Transfers – Set II) as approved by the European Commission Decision C(2004)5271 (found in the Annex to the European Commission Decision of December 27, 2004) 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 (a) in accordance with the data processing principles set forth in Annex A of the Standard Contractual Clauses, and (b) for the purposes described below (which shall also apply as Annex B 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)   **Purposes of the transfer(s):** The transfer is made for the following purposes:

(i) 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.

(c) **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.

(d) **Recipients:** The personal data transferred may be disclosed only to the following recipients or categories of recipients:

The personnel of OPRA and its authorized service providers and administrators.

(e) **Sensitive data** (if appropriate): The personal data transferred concern the following categories of sensitive data: N/A

(f) **Data protection registration information of data exporter** (where applicable): N/A

(g) **Additional useful information** (storage limits and other relevant information): N/A

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.

3.1.6   With respect to requests for audits by Customer pursuant to the Standard Contractual Clauses, Customer is permitted to make one such request in any rolling twelve-month period. To the extent Customer makes additional requests for audits in the same twelve-month period, Customer shall reimburse OPRA for any reasonable costs that are incurred by OPRA in connection with such additional audits.