**Broadridge Applicable Privacy Law Annex**

1) European General Data Protection Regulation (GDPR).

   a) **Definitions.** For this section of the Annex only, the following capitalized terms shall have the following meanings. If there is a conflict with defined terms in the Agreement, the following definitions shall apply. Words and phrases in this section of this Annex shall, to the greatest extent possible, have the meanings given to them in Article 4 of the GDPR.

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| **"Authorised Sub-Processor"** | any third party appointed by Broadridge to process Client Personal Data which is: (a) approved by the Client in accordance with the Agreement; and/or (b) replaced in accordance with Section (e)(ii). |
| **"Client Personal Data"** | Personal Information which is to be processed under the Agreement. |
| **"Data Protection Laws"** | the General Data Protection Regulation 2016/679 ("**GDPR**") and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all applicable laws which replace it, including the e–Privacy Regulation) and shall include, where applicable, the guidance and codes of practice issued by the Information Commissioner (or data protection authority which replaces it) and all local applicable laws and regulations where these apply to Broadridge in respect of its performance of the Agreement relating to the processing of personal data and privacy.<br><br>Any reference in this Annex to "**data controller**", "**data processor**", "**data subjects**", "**personal data**", "**process**", "**processed**", "**processing**" and **"supervisor authority"** shall have the meaning set out in, and will be interpreted in accordance with, such laws. |
| **"Data Security Incident"** | breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, |

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| | or access to, Client Personal Data transmitted, stored or otherwise processed. |
| **"International Transfer"** | a transfer to a country outside the European Economic Area (as it is made up from time to time) of Client Personal Data which is undergoing processing or which is intended to be processed after transfer. |
| **"Services"** | the services provided by Broadridge to the Client under the Agreement. |

b) The parties acknowledge and agree that:
   i) the Client shall be the data controller in respect of any Client Personal Data; and
   ii) in providing the Services, Broadridge shall process Client Personal Data as data processor acting for and on behalf of Client.

c) The Client warrants to Broadridge that it has all necessary rights and permissions to authorise Broadridge to process Client Personal Data in accordance with the Agreement and the Data Protection Laws.

d) Each party will at all times comply with its own obligations under the Data Protection Laws.

e) **Sub-processors.**

i) The provision in Section (e)(ii) shall not apply if there are already provisions in the Agreement which restrict the engagement by Broadridge of sub-contractors or sub-processors for the processing of Client Personal Data.

ii) The Client authorises Broadridge to engage Authorised Sub-Processors for the processing of Client Personal Data. Broadridge will inform the Client of any intended changes concerning the addition or replacement of Authorised Sub-Processors, thereby giving the Client the opportunity to object to such changes provided that the Client shall not make any such objection if the replacement sub-processor has security measures for the Client Personal Data which are consistent with the security measures set out in this Annex and the Agreement.

iii) Where Broadridge appoints an Authorised Sub-Processor, Broadridge will put in place a written contract between Broadridge and the Authorised Sub-Processor that

specifies the Authorised Sub-Processor's processing activities and imposes on the Authorised Sub-Processor the same terms (in substance) to those imposed on Broadridge in this Annex. Broadridge will remain liable to the Client for performance of the Authorised Sub-Processor's obligations in connection with this Annex.

f) Broadridge will process the Client Personal Data only on documented instructions from the Client as set out in the Agreement and other reasonable documented instructions from the Client unless:

i) Broadridge or the relevant Authorised Sub-Processor is required to process the Client Personal Data to comply with applicable laws, in which case Broadridge will notify the Client of such legal requirement prior to such processing unless such applicable laws prohibit notice to the Client on public interest grounds.

ii) Broadridge considers that any instructions from the Client relating to processing of Client Personal Data may put Broadridge in breach of Data Protection Laws, in which event, Broadridge will be entitled not to carry out that processing and will not be in breach of this Annex or otherwise liable to the Client as a result of its failure to carry out that processing.

g) Broadridge shall ensure that any individual authorised to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

h) Except as otherwise expressly provided in the Agreement, at the option of the Client, Broadridge will delete or return to the Client all Client Personal Data (in Broadridge's standard format) after the end of the provision of Services relating to processing, and delete any remaining copies. Broadridge will be entitled to retain any Client Personal Data which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or record keeping purposes.

i) Broadridge will only make an International Transfer if:

i) the government of the United Kingdom or the European Commission makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Client Personal Data;

ii) Broadridge or the relevant Authorised Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the

Client will execute any documents (including data transfer agreements) relating to that International Transfer which Broadridge or the relevant Authorised Sub-Processor requires it to execute from time to time; or

iii) Broadridge or the relevant Authorised Sub-Processor is required to make the International Transfer to comply with applicable laws, in which case Broadridge will notify the Client of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to the Client on public interest grounds.

j) Broadridge will:

i) implement appropriate technical and organisational measures as set out in the Agreement, or in any event, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Client Personal Data, in particular from a Data Security Incident;

ii) notify the Client without undue delay after becoming aware of a Data Security Incident;

iii) provide reasonable assistance to the Client (at the Client's cost and expense) in:

A. complying with its obligations under the Data Protection Laws relating to the security of processing the Client Personal Data;

B. responding to requests for exercising data subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;

C. documenting any Data Security Incidents and reporting any Data Security Incidents to any supervisory authority and/or data subjects; and

D. conducting privacy impact assessments of any processing operations and consulting with supervisory authorities, data subjects and their representatives accordingly.

k) Broadridge will:

i) following the Client's reasonable request (at the Client's cost and expense), make available to the Client all information necessary to demonstrate compliance with the obligations set out in this Annex;

ii) allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in accordance with the audit provisions in the Agreement; and

iii) where there are no audit provisions in the Agreement, allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client, provided that:

A. the Client gives Broadridge reasonable prior written notice of such audit;
B. such audit shall be performed not more than once every 12 months;
C. such audit is carried out at the Client's cost during the Client's and Broadridge's business hours;
D. the Client and/or its auditor shall not cause any disruption to Broadridge's business;
E. the Client or its auditor shall only be given access to the Client Personal Data and not to personal data of any third party;
F. the Client and/or its auditor shall not copy or remove any materials from the premises where the audit is performed; and
G. any materials disclosed to the Client during such audit and the result and outcome of such audit shall be kept confidential between the parties.

2) California Privacy Rights Act (CPRA)

a) **Definitions.** For this section of the Annex only, the following capitalized terms shall have the following meanings. If there is a conflict with defined terms in the Agreement, the following definitions shall apply.

i) "***CA Privacy Laws***" means, collectively, the California Consumer Privacy Act of 2018 (CCPA, codified at Civil Code section 1798.100 *et seq*.), the California Privacy Rights Act (CPRA), and all applicable regulations issued by the California Attorney General and/or the California Privacy Protection Agency implementing CCPA and CPRA.

ii) "***Collect***" has the meaning given to it in *S*ection 1798.140(f) of the California Civil Code.

iii) "***Contractor***" has the meaning given to it in *S*ection 1798.140(j) of the California Civil Code.

iv) "***Service Provider***" has the meaning given to it in Section 1798.140(ag) of the California Civil Code.

b) In accordance with § 7051 of the CPRA Regulations (Contract Requirements for Service Providers and Contractors):

i) Broadridge is prohibited from selling or sharing Personal Information it Collects from Client pursuant to the Agreements. Broadridge shall only process Client's Personal Information for the limited and specified business purpose(s) set forth in the Agreements (or in any applicable statement of work or similar document).

ii) Broadridge is prohibited from retaining, using, or disclosing the Personal Information Collected pursuant to the Agreements for any purposes other than those specified in the Agreements (or in any applicable statement or work or similar document) or as otherwise permitted by the CA Privacy Laws.

iii) Broadridge is prohibited from retaining, using, or disclosing the Personal Information Collected pursuant to the Agreements for any commercial purpose other than the business purpose(s) specified in the Agreements (or in any applicable statement of work or similar document), unless expressly permitted by the CA Privacy Laws.

iv) Broadridge is prohibited from retaining, using, or disclosing the Personal Information Collected pursuant to the Agreements outside the direct business relationship between it and Client unless expressly permitted by the CA Privacy Laws. For example, Broadridge may not combine or update Personal Information

Collected pursuant to the Agreements with personal information that it received from another source or collected from its own interaction with a consumer, unless expressly permitted by the CA Privacy Laws.

v) Broadridge shall comply with all applicable sections of the CA Privacy Laws, including with respect to the Personal Information it Collected pursuant to the Agreements, providing the same level of privacy protection as required of Client by the CA Privacy Laws. For example, the Agreements may require Broadridge to cooperate with Client in responding to and complying with consumers' requests made pursuant to the CA Privacy Laws, and to implement reasonable security procedures and practices appropriate to the nature of the Personal Information to protect the Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure in accordance with California Civil Code section 1798.81.5.

vi) Broadridge grants Client the right to take reasonable and appropriate steps to ensure that it uses the Personal Information Collected pursuant to the Agreements with Client in a manner consistent with Client's obligations under the CA Privacy Laws. Reasonable and appropriate steps may include ongoing manual reviews and automated scans of Broadridge's system and regular internal or third-party assessments, audits, or other technical and operational testing at least once every 12 months.

vii) Broadridge shall notify Client after it makes a determination that it can no longer meet its obligations under the CA Privacy Laws.

viii) Broadridge grants Client the right, upon notice, to take reasonable and appropriate steps to stop and remediate its unauthorized use of Personal Information.

ix) Broadridge shall enable Client to comply with consumer requests made pursuant to CA Privacy Laws or Client shall inform Broadridge of any consumer request made pursuant to the CA Privacy Laws that it must comply with and provide the information necessary for Broadridge to comply with the request.

x) To the extent that Broadridge subcontracts with another person in providing services to Client, Broadridge shall have a contract with the subcontractor that complies with the CA Privacy Laws.