

DATA PROCESSING TERMS (ABRIDGED)
Effective as of 30 May 2025 (last amended 30 May 2025)

1. General Data Protection and Privacy

- 1.1 In these Terms, “**DP Laws**” means applicable data protection and/or privacy laws; “**Personal Information**” means, collectively, “personally identifiable information”, “non-public personal information”, “personal data”, “personal information” and any other similar terms defined by DP Laws of which Morgan Stanley and/or any of its Affiliates is a controller; and the terms “**controller**”, “**processor**” and “**processing**” shall have the meaning ascribed to them respectively under DP Laws (and the terms “**process**” and “**processed**” shall be construed accordingly).
- 1.2 In respect of all Personal Information of which Supplier either acts as a controller or a processor, Supplier represents and warrants that:
- (a) it shall, and shall procure that each of its subcontractors shall, put in place appropriate technical, physical, administrative and organisational measures against unauthorised or unlawful processing of Personal Information and against accidental destruction or loss of, or damage to, Personal Information processed pursuant to the Agreement;
 - (b) it shall cooperate with Morgan Stanley and the relevant supervisory authority in the event of litigation or a regulatory enquiry concerning Personal Information and shall abide by the advice of the relevant supervisory authority with regard to the processing of such Personal Information;
 - (c) it shall comply with all DP Laws, regulations and guidance concerning Personal Information which apply to Supplier and/or Supplier Personnel and it shall enter into further agreements as requested by Morgan Stanley which are required to comply with DP Laws applicable to Morgan Stanley or Supplier from time to time; and
 - (d) it shall maintain complete and accurate records of, and adequate supporting documents in relation to, its provision of the Services necessary to demonstrate compliance with DP Laws and these Terms and, if Supplier acts as a processor, also provide Morgan Stanley and/or its authorized representative (including by way of audit) with full access to the same.
- 1.3 In respect of all Personal Information of which Supplier acts as a processor, Supplier represents and warrants that:
- (a) it shall process, use, maintain and disclose Personal Information only as necessary for the specific purpose for which that Personal Information was disclosed to it and only in accordance with the express instructions of Morgan Stanley and these Terms;
 - (b) it shall not permit another entity or person to act as a sub-processor of any Personal Information without the express prior written consent of Morgan Stanley. Any such consent will be on condition that Supplier enters into written agreements that impose on such sub-processor(s) obligations that are substantially equivalent to the terms of the Agreement, including provisions substantially equivalent to these Terms;
 - (c) it shall immediately (and not later than 24 hours or such shorter period required under applicable law after becoming aware) notify Morgan Stanley in writing if it becomes aware of: (i) any accidental or unauthorised access, unlawful processing, accidental destruction or loss of, or damage to any Personal Information; (ii) any disclosure of any Personal Information to it or its Personnel where the purpose of such disclosure is not known; (iii) any request for disclosure or inquiry regarding Personal Information from a third party; (iv) any material changes made to its security measures governing Personal Information; (v) any breach by Supplier of these Terms; and (vi) any change in applicable law that is likely to have a substantial adverse effect on Supplier's ability to comply with these Terms;

- (d) if it learns or has reason to believe there has been any unauthorized access to or acquisition of Personal Information and if the law requires that Supplier notify, or Supplier voluntarily intends to notify, the individuals whose Personal Information was accessed or acquired, not, except to the extent prohibited by mandatory DP Laws, notify any such individual until Supplier first consults with Morgan Stanley and Morgan Stanley has had an opportunity to review the notification Supplier proposes to issue to individuals and given its express written consent to the same;
- (e) it shall promptly notify, co-operate and assist (with appropriate technical and organizational measures) Morgan Stanley, fully and in a timely manner, to enable Morgan Stanley and/or its Affiliates to assess and respond to any requests of individuals wishing to exercise their rights under DP Laws; and
- (f) it shall not provide access to any Personal Information to any authority, agency, body or department, whether on a voluntary or mandatory basis, in breach of the relevant individuals' rights of privacy and data protection under DP Laws or the Agreement, unless such access is required under DP Laws.

- 1.4 To the extent that Supplier accesses or acquires any Personal Information in relation to the Services and the Supplier determines the purposes and the manner in which such Personal Information is processed, it acknowledges and agrees that it is the controller in relation to such Personal Information. In such capacity and notwithstanding anything to the contrary in the Agreement, the Supplier shall be solely responsible for compliance with DP Laws in relation to its processing of such Personal Information as a controller and shall comply with applicable DP Laws as necessary. In respect of all Personal Information of which Supplier acts as a controller, Supplier represents and warrants that it shall not transfer or make available any Personal Information to Morgan Stanley unless expressly agreed to under the Agreement or any applicable Order.

2. Cross-Border Transfers

- 2.1 Supplier warrants and undertakes that it shall, and shall procure that each of its subcontractors shall, not cause or permit Personal Information to be transferred or otherwise processed outside of the countries specified below without Morgan Stanley's express prior written consent. In the event of any cross border transfer (approved by Morgan Stanley) of Personal Information, to the extent that such transfer is outside of a jurisdiction deemed to have an adequate level of protection for Personal Information by competent data protection authorities or other competent regulator, the relevant data exporter and relevant data importer shall be bound by the following transfer mechanisms: (i) in the context of transfers from the European Economic Area ("**EEA**"), Switzerland and/or the United Kingdom ("**UK**"), the relevant Standard Contractual Clauses pursuant to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Information to third countries pursuant to Regulation (EU) 2016/679 ("**GDPR**") of the European Parliament and of the Council, as may be amended, updated or replaced from time to time ("**Standard Contractual Clauses**" or "**SCCs**"), including the applicable module thereto; and/or (ii) in the context of transfers from other jurisdictions, the data transfer agreement as available at www.morganstanley.com/privacy-pledge, as may be amended, updated or replaced from time to time ("**Equivalent Transfer Clauses**") and any additional requirements as required under DP Laws as may be agreed with Morgan Stanley at the time of such approval. The information required to complete the SCCs and/or Equivalent Transfer Clauses as detailed in the Agreement or any applicable Order is incorporated by reference and applies to the parties as if it were set out herein in full