

**DATA PROCESSING TERMS**  
**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, taking into account the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include but are not limited to the following:
    - (i) the pseudonymisation and encryption of Personal Information;
    - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the Services;
    - (iii) the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident;
    - (iv) implementing a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In the event any of Supplier’s security measures are found to be inadequate by Morgan Stanley, Supplier shall take steps to remedy such inadequacy upon Morgan Stanley’s request; and
    - (v) the requirements regarding business continuity and data security as set out in 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;
  - (d) it has not received any requests or orders, whether on a voluntary or mandatory basis, from any authority, agency, body or department for any access to or acquisition of Personal Information provided to Supplier and/or any of its subcontractors by or on behalf of Morgan Stanley or otherwise accessed or acquired by Supplier or any of its subcontractors in connection with the provision of Services, nor is it aware of any such request or order pending from any such authority, agency, body or department;

- (e) 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;
- (f) in the event that Supplier and/or any of its subcontractors is requested or ordered to provide access to Personal Information to any authority, agency, body or department, or Supplier and/or any of its subcontractors has any reason to believe that any such request or order has been or may be made to Supplier and/or any of its subcontractors during the Term, Supplier shall immediately (and not later than 24 hours or such shorter period required under applicable law after receipt of such request) notify Morgan Stanley in writing and, upon request, suspend or cease processing, and ensure that its subcontractors suspend or cease processing, any further Personal Information provided to Supplier and/or any of its subcontractors by or on behalf of Morgan Stanley or otherwise accessed or acquired in connection with the provision of Services with immediate effect; and
- (g) 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, and it shall take steps to ensure that any natural person acting under its authority who has access to Personal Information does not process them except on instruction from Morgan Stanley, unless he or she is required to do so by DP Laws. It has no reason to believe that any applicable laws would prevent it from fulfilling Morgan Stanley's instructions in relation to the processing of Personal Information, as specified under the Agreement and any applicable Order. Supplier shall immediately (and not later than 48 hours after receiving such instruction) inform Morgan Stanley if, in its reasonable opinion, any such instruction infringes DP Laws. In such circumstances, and not later than 48 hours after receiving such instruction, Supplier shall provide Morgan Stanley in writing the rationale for determining that such instruction infringes DP Laws;
- (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 assist Morgan Stanley in ensuring compliance with its obligations under DP Laws, including in relation to conducting privacy impact assessments, and participating in any consultation with the relevant supervisory authority where requested and it shall take such steps necessary to mitigate any risks identified as a result of such consultation as instructed by Morgan Stanley to ensure compliance with DP Laws, prior to any processing of any Personal Information;
  - (f) 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;
  - (g) 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;
  - (h) it shall review, under DP Laws, the legality of any request or order received pursuant to Clause 1.2(f) before responding and providing access to Personal Information to the relevant authority, agency, body or department, challenge such request or order if, after review, Supplier concludes that there are grounds under DP Laws to do so (inter alia seeking interim measures to suspend the effects of such request or order) and provide the minimum amount of Personal Information permissible and necessary for the purposes when responding to such request or order; and
  - (i) notwithstanding the foregoing, to the extent any Personal Information is disclosed by Supplier to any authority, agency, body or department, whether on a voluntary or mandatory basis, Supplier shall be deemed to be the controller (as defined under DP Laws) of such Personal Information and accordingly shall be responsible for compliance with the obligations imposed on controllers by such laws in respect of Supplier's processing of such Personal Information.
- 1.4 If Supplier, to the extent strictly permitted by the Agreement, retains beyond the termination or expiration of the Agreement any Personal Information of which Morgan Stanley and/or any of its Affiliates was a controller, Supplier acknowledges that it shall then be the controller of such Personal Information from that point onwards.
- 1.5 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.
- 1.6 In respect of all Personal Information of which Supplier acts as a controller, Supplier represents and warrants that:
- (a) it shall not transfer or make available any Personal Information to Morgan Stanley unless expressly agreed to under the Agreement or any applicable Order and subject to Clause 1.6(b);
  - (b) (i) it shall provide all necessary notices to impacted individuals in relation to the collection, use, processing, disclosure and overseas transfer of their Personal Information to Morgan Stanley, its Affiliates and their respective Personnel; and (ii) individuals have provided their consent to processing of their Personal Information or that another legal basis, under DP Laws, to process Personal Information is satisfied, in particular in relation to the transfer or disclosure to Morgan

Stanley, its Affiliates and their respective Personnel;

- (c) it shall process, use, maintain and disclose Personal Information only as necessary for the specific purpose notified and/or consented to by impacted individuals and the Agreement;
- (d) in the event of any accidental or unauthorised access to any Personal Information ("**Security Incident**"), Supplier shall, at its own costs: (i) fully investigate the Security Incident; (ii) identify the impact of the Security Incident; (iii) take commercially reasonable actions to mitigate the effects of any such Security Incident; (iv) provide any legally required notifications to individuals affected by the Security Incident; and (v) notify Morgan Stanley of the Security Incident and the details of steps taken to comply with (i) - (iv) to the extent permitted under DP Laws; and
- (e) it shall promptly and fully assess and respond to any requests of individuals wishing to exercise their rights under DP Laws.

## 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 in Clause 2.2 without Morgan Stanley's express prior written consent and otherwise in accordance with Clause 2.2.
- 2.2 In the event of any cross border transfer (approved by Morgan Stanley under Clause 2.1) 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](http://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.
- 2.3 In the event that the SCCs and/or Equivalent Transfer Clauses are at any time no longer deemed to provide adequate protection to Personal Information transferred, or in the event other jurisdictions require the implementation of transfer mechanisms, the parties shall adopt such alternative or new data transfer solution to replace the SCCs and/or Equivalent Transfer Clauses as is required by Morgan Stanley to enable each party to comply with its legal and/or regulatory obligations. For the avoidance of doubt, Morgan Stanley shall have no liability to Supplier in respect of Supplier's refusal to adopt such alternative or new data transfer solution.