J.P.Morgan
WORKPLACE SOLUTIONS

Data Processing Agreement

BACKGROUND

(A) In connection with the provision of services by Global Shares ("**Client Services**"), as agreed between the Parties and specified under the terms of the Client agreement (the "Agreement"), Global Shares may process Personal Data.

(B) The provisions of this Data Processing Agreement ("DPA") governs the processing of Personal Data pursuant to the Agreement; and

(C) This DPA shall take precedence over the terms and conditions of the Agreement in case of any conflict.

1. DEFINITIONS AND INTERPRETATION

1.1. Capitalised terms used but not defined in this DPA shall have the meaning given to them in the Agreement.

1.2. The following definitions shall apply for the purposes of this DPA:

Client Services	means, as applicable, the services provided by Global Shares;
Controller:	has the meaning set out in the GDPR;
Data Protection Laws:	means, as applicable, the GDPR and/or any data protection or privacy legislation or equivalent legislation dealing with the same subject matter; each as applicable to each Party and each as amended, consolidated or replaced from time to time;
Data Subject	has the meaning set out in the GDPR;
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (as may be amended, extended or replaced from time to time) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
Processing (and related terms as "Process"):	has the meaning set out in the GDPR; **such**
Processor:	has the meaning set out in the GDPR;
Security Event:	means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Personal Data while in the custody or control of Global Shares;

Sub- Processor:	means another Processor engaged by Global Shares in carrying out processing activities in respect of the Personal Data on behalf of Global Shares; and
Third Country:	means all countries that are not members of the European Economic Area ("**EEA**") or which have not been recognised by the European Commission as providing an adequate level of protection for Personal Data.

SECTION A: PROCESSING AS SEPARATE AND INDEPENDENT CONTROLLERS

2. CONTROLLER OBLIGATIONS

2.1. Where each Party determines the means and the purposes of Processing, each Party shall act as a separate and independent Controller of Personal Data, in compliance with applicable Data Protection Laws.

2.2. Where Global Shares is a Controller of Personal Data, further details of how it may process Personal Data can be found in its Privacy Notice: https://www.globalshares.com/Global-Shares-Privacy-Notice.pdf

2.3. For the purposes of any processing of Personal Data where each Party is a separate and independent Controller of the relevant Personal Data, each Party will:

2.3.1. ensure that it has established all legal rights necessary for the Processing, including transfers, of Personal Data;

2.3.2. fully inform any Data Subject whose Personal Data may be Processed under this Agreement of the nature of such Processing;

2.3.3. only Process the Personal Data for the purposes specified;

2.3.4. ensure that staff involved in the Processing of Personal Data are subject to obligations of confidentiality and that the Personal Data is kept safe and secure; and

2.3.5. ensure that a Data Subject can exercise its rights under the Data Protection Laws in respect of the Personal Data.

SECTION B: GLOBAL SHARES AS PROCESSOR

3. INTRODUCTION

3.1. The Parties agree that, for the purposes of applicable Data Protection Laws, and as between the Parties, in connection with the Services and as specified in the relevant provisions of the Agreement, the Client is the Controller of Personal Data and Global Shares will be the Processor.

3.2. This Section B set out the obligations of the Parties where Global Shares is a Processor, and the Client is the Controller.

4. OBLIGATIONS OF THE CLIENT

4.1. The Client, as Controller, will comply with all obligations applicable to it under Data Protection Laws.

4.2. The Client represents and warrants that it has established all rights and legal basis necessary to provide Global Shares with the necessary Personal Data for provision of the Services.

5. OBLIGATIONS OF GLOBAL SHARES

5.1. Global Shares in its role as Processor shall:

5.1.1. comply with all obligations applicable to it under Data Protection Laws;

5.1.2. process Personal Data, including with respect to transfers outside the EEA, only in accordance with the instructions of the Client as specified in the Agreement and as provided by Client for the purposes of providing the relevant Services.

5.1.3. ensure that all staff processing Personal Data are subject to obligations of confidentiality to ensure that the Personal Data is kept safe and secure;

5.1.4. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing (or sub-processing) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons implement appropriate technical and organisational measures designed to ensure a level of security appropriate to the risk, as agreed between the parties.

5.1.5. assist the Client in taking appropriate technical and organisational measures, insofar as this in
possible, to respond to data subject's rights as further described in clause 8 below;

5.1.6. provide all information reasonably requested by the Client for the purposes of responding to a Security Event, as further described in clause 7 below.

5.1.7. provide all information reasonably requested by the Client, for the purposes of any data protection impact assessment undertaken pursuant to Article 35 and Article 36 of the GDPR;

5.1.8. destroy or return (at the choice and cost of the Client), all Personal Data at the end of the retention period agreed between the Parties, unless Global Shares is required to retain the Personal Data as required by applicable laws;

5.1.9. make available to the Client all information necessary to demonstrate compliance with this Agreement and allow for, and contribute to audits, as further described in clause 11 below; and

5.1.10. notify the Client as soon as practicable if, in its opinion, any instruction given by the Client to Global Shares infringes applicable Data Protection Laws.

5.2. Each Parties' designated contact for all data protection issues that fall within the scope of this Agreement are as set out in the Service Agreement.

5.3. Client acknowledges that where Global Shares acts as Processor, it is reliant on Client for instructions and authorisation to Process Personal Data. Consequently, Global Shares will not be liable for any claim brought by a Data Subject arising from any action or omission by Global Shares, to the extent that such action or omission resulted from Global Shares acting on the Client's written instructions.

6. CLIENT REQUIRING CONSENT

6.1. Where the Client confirms that Participant consent is required under applicable Data Protection Laws to allow the Client to share Personal Data with Global Shares and its Affiliates for the Processing contemplated under clause 2.2., Client:

6.1.1. appoints Global Shares to manage the consent process on the Participants' Portal as the Client's Processor; and

6.1.2. authorises Global Shares to obtain consent from Participants on its behalf.

Where a Participant does not provide consent and such consent is required under applicable Data Protection Laws for the Processing of Personal Data, Global Shares shall not process the Personal Data for the purposes set out in Clause 2.2.

6.2. Global Shares shall provide confirmation of Participant consent upon the Client's request.

7. SECURITY EVENT

7.1. Global Shares shall notify the Client without undue delay after becoming aware of the Security Event.

7.2. Global Shares shall provide the Client with details regarding:

7.2.1. the nature of the Security Event including the categories and approximate number of Data Subjects and Personal Data records concerned;

7.2.2. the likely consequences of the Security Event; and

7.2.3. any steps Global Shares has taken and is planning on taking to address the Security Event. the measures taken or proposed to be taken by Global Shares to address the Security Event.

7.3. Global Shares shall:

7.3.1. take all necessary steps to mitigate the possible adverse effects resulting from the Security Event; and

7.3.2. provide such assistance and cooperation as the Client requires in responding to the Security Event including in relation to notifying any relevant regulatory authority and/or data subject of the Security Event, provided that no action shall be taken in relation to such notifications without written instructions from the Client.

8. DATA SUBJECT RIGHTS REQUESTS

8.1. To the extent the Client is required to afford Data Subject certain rights under applicable Data Protection Laws with respect to their Personal Data, Global Shares will, upon reasonable request, provide the Client with such assistance. The Client shall request assistance from Global Shares in writing and specify the Personal Data in scope of the request and nature of the assistance required. Global Shares shall not respond directly to any Data Subject rights requests it may receive and to the extent it receives any such request, it shall refer the Data Subject to the Client as soon as reasonably practicable.

9. SUB-PROCESSORS

9.1. Client specifically authorises the engagement of Global Shares' affiliates as Sub-Processors and generally authorises the engagement of any other third parties as Sub-Processors. It is acknowledged that Global Shares may provide those approved Sub-Processors with Personal Data in order to provide the Services under this Agreement. Global Shares maintains a list of all Sub-Processors (the "**List**") on an ongoing basis and is available upon Client request.

9.2. Unless the Client reasonably objects to a Sub-Processor, the Client is deemed to have given its authorisation.

9.3. If Client objects to a new Sub-Processor, then Global Shares will undertake commercially reasonable efforts to remedy the situation.

9.4. Global Shares shall carry out adequate due diligence to ensure that any Sub-Processor is capable of providing the level of protection for Personal Data required by this Addendum and the Data Protection Laws, prior to the appointment of the Sub-Processor.

9.5. Global Shares will ensure that the Sub-Processors are subject to a written agreement which imposes materially the same terms and conditions on the Sub-Processor as are imposed on Global Shares under this DPA.

9.6. Global Shares shall be fully liable for the acts and omissions of any Sub-Processors to the same extent as if the acts or omissions were performed by Global Shares.

10. TRANSFERS

10.1. In the event that Global Shares is required to transfer Personal Data to the Client, or a Client Affiliate as instructed by the Client (the "**Client Entity**") as part of the Services, it is acknowledged that for the purposes of Participants in the EEA or the UK, the Controller of the Participant Personal Data will be the Client Entity based in the EEA or the UK ("EEA/ UK Client Entity"). Therefore, any transfer by Global Shares to a Client Entity, and instructions received in respect of such transfer, shall be from an EEA/UK Client Entity only. Any onward transfer between an EEA/UK Client Entity to a Client Entity in Third Country, shall be the responsibility of the Client.

10.2. Global Shares may transfer access and/or otherwise Process Personal Data in various locations in connection with the Services, which may include locations in Third Countries. Client authorises Global Shares to transfer Personal Data to third parties, to the extent necessary to provide the Services or to comply with laws to which Global Shares is subject. To the extent that Global Shares transfers, accesses or otherwise Processes Personal Data in a Third Country, it shall only do so in accordance with applicable Data Protection Laws and ensure that appropriate legal safeguards are put in place. Global Shares shall further ensure that any additional safeguards it considers appropriate are put in place, which may include but are not limited to (i) establishing a process to challenge legally binding orders, requests or similar from third parties for a compelled disclosure of Personal Data, (ii) complying with industry-accepted encryption standards and establishing processes to ensure that the integrity of Global Shares' encryption keys are not compromised and (iii) ensuring compliance with applicable laws, particularly with respect to the rights of Data Subjects, and the relevant supervisory authority's binding requirements.

11. AUDIT AND ASSESSMENT

11.1. Global Shares will retain independent third-party auditors to prepare a Service Organisation Control report or industry-standard controls report, such as SOC1 Type II (or SSAE18) reports ("Report"). Upon Client's written request, Global Shares shall provide to the Client a copy of the most recent Report, up to once per year. Such Report will be Global Shares' confidential information under the confidentiality provisions of an appropriate agreement to be executed by the parties prior to the release of the Report. Client agrees that the Report will be used to satisfy any audit or inspection requests by or on behalf of Client.

11.2. If Client can demonstrate why the Report is insufficient to satisfy the Client's obligations under applicable law and/or to ensure Global Shares' compliance with this DPA, Global Shares will provide Client with additional information as is reasonably necessary to satisfy such obligation,

subject to Global Shares' own internal policies and procedures, applicable law, and Global Shares' obligations of confidentiality.

11.3. To the extent Client can demonstrate that that the information provided under 11.1-11.2 is insufficient, Global Shares may permit an audit or inspection to be carried out on the following conditions:

11.3.1. An audit or inspection may be carried out only in normal working hours, on reasonable notice and in any event not less than 60 days' prior written notice, and not more than once per contract year unless such audit or inspection is necessary as a result of a breach of the GDPR or the provisions of the DPA by the Global Shares, in each case in relation to the processing of Personal Data where the Global Shares acts as Processor.

11.3.2. The scope of the audit shall be limited to matters relevant to the inspection and audit of the Personal Data processed by Global Shares as Processor and to Global Shares' compliance with this DPA.

11.3.3. The Client and/or its authorised auditor shall in respect of any audit or inspection ensure that persons conducting the audit or inspection comply with the Global Shares' workplace, health, safety, confidentiality, and security procedures, controls and requirements.

11.3.4. The Client is fully responsible for the costs of any audit including any fees charged by any auditor it appoints.

11.3.5. Global Shares may object to an appointed auditor if in its reasonable opinion the auditor is not qualified or independent, is a competitor of the Global Shares, or is otherwise manifestly unsuitable.

EXECUTION OF AGREEMENT

Signed by authorised signatory for and on behalf of **GLOBAL SHARES IRELAND LIMITED**	**Signature**
	Date:
	Print Name:
	Job Title:
Signed by authorised signatory for and on behalf of **CLIENT**	**Signature**
	Date:
	Print Name:
	Job Title: