Administrative arrangement for the transfer of personal data between

Each of the European Economic Area ("EEA") Authorities set out in Appendix A

and

Each of the non-EEA Authorities set out in Appendix B

each an "Authority", together the "Authorities",

I. Purpose and Scope

This Arrangement is limited to transfers of personal data between an EEA Authority set out in Appendix A and a non-EEA Authority set out in Appendix B, in their capacity as public Authorities, regulators and/or supervisors of securities and/or derivatives markets.

The Authorities are committed to having in place appropriate safeguards for the processing of such personal data in the exercise of their respective regulatory mandates and responsibilities.

Each Authority confirms that it can and will act consistent with this Arrangement and that it has no reason to believe that existing applicable legal requirements prevent it from doing so.

This Arrangement is intended to supplement existing information sharing arrangements or memoranda that may exist between one or more EEA Authorities and one or more non-EEA Authorities, and to be applicable in different f ar,ipanen1toupan are Ean 46Te17.6(or)-6(m)- Eupent i

an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

(e) “personal data breach” means a breach of data security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

(f) “processing” means any operation or set of operations performed on personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

(g) “professional secrecy ” means the general legal obligation of an Authority not to disclose non-public information received in an official capacity;

(h) “profiling ” means automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person;

(i) GDPR Data Subject Rights: The GDPR generally provides [(n9ilin)-3 Tc 0 Tw c 0.0

accordance with Regulation 2018/1725 as may be further amended, repealed or replaced.

4. Security and confidentiality: Each receiving Authority will have in place appropriate technical and organisational measures to protect personal data that are transferred to it against accidental or unlawful access, destruction, loss, alteration, or unauthorised disclosure. Such measures will include appropriate administrative, technical and physical security measures. These measures may include, for example, marking information as personal data, restricting who has access to personal data, providing secure storage of personal data, or implementing policies designed to ensure personal data are kept secure and confidential.

   In the case where a receiving Authority becomes aware of a personal data breach, it will inform the transferring Authority as soon as possible and use reasonable and appropriate means to remedy the personal data breach and minimize the potential adverse effects.

5. Safeguards Relating to GDPR Data Subject Rights:

   The Authorities will apply the following safeguards to personal data transferred under this Arrangement:

   The Authorities will have in place appropriate measures which they will follow, such that, upon request from a Data Subject, an Authority will (1) identify any personal data it has transferred to another Authority pursuant to this Arrangement, (2) provide general information, including on an Authority's website, about safeguards applicable to transfers to other Authorities, and (3) provide access to the

with applicable laws or prevention or investigation of suspected offenses; for important objectives of general public interest, as recognised in the jurisdiction of the receiving Authority and, where necessary under the

the sharing of personal data follows a legally enforceable demand or is required by law. The by by personal data

processing policies and procedures to ascertain and confirm that the safeguards in this Arrangement are being implemented effectively. The results of the review will be communicated to the Authority that requested the review.

2. In the event

Authority under this paragraph IV (6) or under paragraph IV (2) above, or resumes transfers after any such suspension, it will promptly inform the Assessment Group, which will in turn inform all other Authorities.

V. Revision and discontinuation

1. The Authorities may consult and revise by mutual consent the terms of this Arrangement in the event of substantial change in the laws, regulations or practices affecting the operation of this Arrangement.

2. An Authority may discontinue its participation in this Arrangement, vis-à-vis another Authority or Authorities, at any time. It should endeavour to provide 30 days' written notice to the other Authority or Authorities of its intent to do so. Any personal data already transferred pursuant to this Arrangement will continue to be treated consistent with the safeguards provided in this Arrangement.

3. The European Data Protection Board ("EDPB"), or the EDPS in the case of ESMA, will be notified by IOSCO of any proposed material revisions to, or discontinuation of, this Arrangement.