DATA PRIVACY FRAMEWORK ("DPF") POLICY

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Data Privacy Framework Policy

IDX MARKETS, LLC ("IDX," “we,” “our,” and “us”), complies with the EU-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework, as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data (as defined below) transferred from, respectively, the European Union/European Economic Area and the United Kingdom to the United States in reliance on the applicable Data Privacy Framework. IDX has certified that it adheres to the applicable Data Privacy Framework Principles. If there is any conflict between the terms in this IDX Data Privacy Framework Policy (“Data Privacy Framework Policy”) and the applicable Data Privacy Framework Principles, the Principles shall govern. To learn more about the Data Privacy Framework program, and to view our certification page, please visit https://www.dataprivacyframework.gov/.

Definitions

“Data Subject” means the individual to whom any given Personal Data covered by this Data Privacy Framework Policy refers.

“DPF” means the applicable Data Privacy Framework.

“Personal Data” means any information relating to an individual residing in the European Union/European Economic Area or United Kingdom that can be used to identify that individual either on its own or in combination with other readily available data.

“Sensitive Personal Data” means Personal Data regarding an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, or sexual life.

Scope and Responsibility

This Data Privacy Framework Policy applies to Personal Data transferred from the European Union/European Economic Area and/or the United Kingdom to IDX’s operations in the U.S. in reliance on the applicable DPF and does not apply to Personal Data transferred under standard contractual clauses or any approved derogation from the EU Directive.

Some types of Personal Data may be subject to other privacy-related requirements and policies. For example:

- Some IDX websites may have their own privacy policies
- Personal Data regarding and/or received from a client is also subject to any specific agreement with, or notice to, the client, as well as additional applicable laws and professional standards.

All employees of IDX that have access in the U.S. to Personal Data covered by this Data Privacy Framework Policy are responsible for conducting themselves in accordance with this Data Privacy Framework Policy. Adherence by IDX to this Data Privacy Framework Policy may be limited to the extent required to meet legal, regulatory or governmental obligations, but Personal Data covered by this Data Privacy Framework Policy shall not be collected, used, or disclosed in a manner contrary to this policy.

IDX employees responsible for engaging third parties to which Personal Data covered by this Data Privacy Framework

Policy will be transferred are responsible for obtaining appropriate assurances that such third parties have an obligation to conduct themselves in accordance with the applicable provisions of the DPF Principles, including any applicable contractual assurances required by the applicable DPF.

DPF Principles

IDX commits to subject to the DPF Principles all Personal Data received by IDX in the U.S. from the European Union/European Economic Area or the United Kingdom in reliance on the DPF.

1. Notice

   IDX notifies Data Subjects covered by this Data Privacy Framework Policy about its data practices regarding Personal Data received by IDX in the U.S. from the European Union/European Economic Area and/or the United Kingdom in reliance on the DPF, including the types of Personal Data it collects about them, the purposes for which it collects and uses such Personal Data, the types of third parties to which it discloses such Personal Data and the purposes for which it does so, the rights of Data Subjects to access their Personal Data, the choices and means that IDX offers for limiting its use and disclosure of such Personal Data, how IDX's obligations under the Data Privacy Framework are enforced, and how Data Subjects can contact IDX with any inquiries or complaints.

2. Choice

   If Personal Data covered by this Data Privacy Framework Policy is to be used for a new purpose that is materially different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party, IDX will provide Data Subjects with an opportunity to choose whether to have their Personal Data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to: privacy@idxmarkets.com.

   If Sensitive Personal Data covered by this Data Privacy Framework Policy is to be used for a new purpose that is different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a third party, IDX will obtain the Data Subject's explicit consent prior to such use or disclosure.

3. Accountability for Onward Transfer

   IDX may disclose Personal Data submitted by Data Subjects to third parties as necessary to provide our services, including updating, enhancing, securing and maintaining such services and to carry out IDX's contractual obligations to its clients. IDX may disclose Personal Data to third parties that collect or use such data under the instructions of, and solely for, IDX, including but not limited to, contractors, business partners, and providers of analytical, hosting, payment processing and other support services.

   In the event we transfer Personal Data covered by this Data Privacy Framework Policy to a third party acting as a controller, we will do so consistent with any notice provided to Data Subjects and any consent they have given, and only if the third party has given us contractual assurances that it will (i) process the Personal Data for limited and specified purposes consistent with any consent provided by the Data Subjects, (ii) provide at least the same level of protection as is required by the DPF Principles and notify us if it makes a determination that it cannot do so; and (iii) cease processing of the Personal Data or take other reasonable and appropriate steps to remediate if it makes such a determination. If IDX has knowledge that a third party acting as a controller is processing Personal Data covered by this Data Privacy Framework Policy in a way that is contrary to the DPF Principles, IDX will take reasonable steps to prevent or stop such processing.

   With respect to our agents, we will transfer only the Personal Data covered by this Data Privacy Framework Policy needed for an agent to deliver to IDX the requested product or service. Furthermore, we will (i) permit the agent to process such Personal Data only for limited and specified purposes; (ii) require the agent to provide at least the

same level of privacy protection as is required by the DPF Principles; (iii) take reasonable and appropriate steps to ensure that the agent effectively processes the Personal Data transferred in a manner consistent with IDX's obligations under the DPF Principles; and (iv) require the agent to notify IDX if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the DPF Principles. Upon receiving notice from an agent that it can no longer meet its obligation to provide the same level of protection as is required by the DPF Principles, we will take reasonable and appropriate steps to stop and remediate unauthorized processing.

IDX remains liable under the DPF Principles if an agent processes Personal Data covered by this Data Privacy Framework Policy in a manner inconsistent with the DPF Principles, except where IDX is not responsible for the event giving rise to the damage.

IDX may be required to disclose Personal Data covered by this Data Privacy Framework Policy in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

4. Security

   IDX takes reasonable and appropriate measures to protect Personal Data covered by this Data Privacy Framework Policy from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of the Personal Data.

5. Data Integrity and Purpose Limitation

   IDX limits the collection of Personal Data covered by this Data Privacy Framework Policy to information that is relevant for the purposes of processing. IDX does not process such Personal Data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the Data Subject.

   IDX takes reasonable steps to ensure that such Personal Data is reliable for its intended use, accurate, complete, and current. IDX takes reasonable and appropriate measures to comply with the requirement under the DPF to retain Personal Data in identifiable form only for as long as it serves a purpose of processing, which includes IDX's obligations to comply with professional standards, IDX's business purposes and unless a longer retention period is permitted by law, and it adheres to the DPF Principles for as long as it retains such Personal Data.

6. Access

   Data Subjects whose Personal Data is covered by this Data Privacy Framework Policy have the right to access such Personal Data and to correct, amend, or delete such Personal Data if it is inaccurate or has been processed in violation of the DPF Principles (except when the burden or expense of providing access, correction, amendment, or deletion would be disproportionate to the risks to the Data Subject's privacy, or where the rights of persons other than the Data Subject would be violated). Requests for access, correction, amendment, or deletion should be sent to: privacy@idxmarkets.com.

7. Recourse, Enforcement, and Liability

   The Federal Trade Commission has jurisdiction over IDX's compliance with the DPF.

   In compliance with the DPF Principles, IDX commits to resolve complaints about our collection or use of your Personal Data. Individuals from the European Union/European Economic Area or the United Kingdom with inquiries or complaints regarding this Data Privacy Framework Policy should first contact IDX at: privacy@idxmarkets.com.

   IDX has further committed to refer unresolved DPF complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not resolved your complaint, please contact or visit https://www.jamsadr.com/dpf-dispute-resolution for

more information or to file a complaint.

Under certain conditions detailed in the DPF, Data Subjects may be able to invoke binding arbitration before the applicable Data Privacy Framework Panel.

IDX agrees to periodically review and verify its compliance with the DPF Principles, and to remedy any issues arising out of failure to comply with the DPF Principles. IDX acknowledges that its failure to provide an annual self-certification to the U.S. Department of Commerce will remove it from the Department's list of DPF participants.

Changes to this Data Privacy Framework Policy

This Data Privacy Framework Policy may be amended from time to time consistent with the requirements of the DPF. Appropriate notice regarding such amendments will be given.