

S&P Global Energy – Data Protection Appendix (January 2026)

This Data Protection Appendix (“DPA” or “Appendix”) forms part of the Master Services Agreement or Master Distribution Agreement (as applicable, the “Agreement”) between (i) S&P Global Energy, a division of S&P Global Inc. and its Affiliates (“SPGE” or “S&P”) and (ii) Subscriber (in the case of a Master Subscription Agreement) or Licensee (in the case of a Master Distribution Agreement) (in either case, the “Client”), or defined in the relevant Services Attachment or Services Schedule (as appropriate), shall have the same meanings where used in this DPA.

For purposes of this DPA:

- a) Capitalized terms used but not otherwise defined in this DPA have the meaning given to them in the Agreement.
- b) In the event of a conflict, this DPA takes priority over the provisions of the Agreement and the Services Attachment or Services Schedule (as appropriate).
- c) References to “**Information**” in this DPA shall be read to include data and information in the “**SPGE Services**” as defined in the Agreement.

1. **Definitions:** In this DPA, the following terms shall have the following meanings:

- 1.1. “**Client Data**” or “**Services Management Data**” means personal data of data subjects who are employees and/or agents of Client, customers of the Client, and/or Authorized Users being: name; job title, name of employer, office e-mail address, office physical address, office telephone number, mobile telephone number, support and training interactions and usage tracking information (and excludes special category personal data) processed by and/or for S&P for the Controller Permitted Purpose.
- 1.2. “**controller**” means the person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data, “**processor**” means a person, public authority, agency or other body which processes personal data on behalf of the controller, “**data subject**” means an identified or identifiable natural person (or an identified or identifiable entity where information about an entity is protected similarly to the protection afforded to information about an individual under Data Protection Laws) and shall include corollary terms under Data Protection Law, “**personal data**” means any information relating to a data subject and shall include corollary terms under Data Protection Law, “**process**” (and its derivatives) means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, and “**special category personal data**” means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation;
- 1.3. “**Controller-to-Controller Standard Contractual Clauses**” means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on June 4, 2021) available at: <https://www.spglobal.com/content/dam/spglobal/energy/en/documents/pdf/legal/eu-sccs.pdf>.
- 1.4. “**Controller Permitted Purpose**” means processing: (A) of Client Data by or for S&P or its agents in connection with the provision and/or management of the Services to: (i) provide secure password-controlled access to the Services to Client and/or Authorized Users; (ii)

identify Clients and/or Authorized Users of Services for the purposes of providing, tracking and recording maintenance, support and training to/for such users; (iii) review how, when, where, and by whom the Services are accessed and used, assess/validate compliance by Client, based on the results of such review; (iv) improve and develop SPGE Services, and develop new Services and offerings; (v) communicate with Authorized Users regarding the Services and other products and services that may be of interest to them and otherwise optimize S&P's sales and marketing; (vi) confirm, report, and account for use of the Services to Third-party Providers and enable such Third-party Providers to manage/control individual access to the Services insofar as S&P is obliged in such regard by contract or law; (vii) report and account for use of the Services to the Client insofar as required by applicable law or regulation; (viii) aggregate and anonymize personal data relating to Authorized Users; (ix) as otherwise set out in S&P's Corporate Privacy Policy available at: <https://www.spglobal.com/en/privacy/privacy-policy-english>; (x) as otherwise set forth in the applicable Agreement; and (xi) any other purpose as permitted under Data Protection Laws; (B) of S&P Data other than S&P Signatory Data by the Client for managing and executing contracts with S&P or its Affiliates; and (C) of S&P Signatory Data by the Client for the limited purpose of meeting its obligations pursuant to applicable law, provided that such S&P Signatory Data is permanently deleted by Client upon completion of its legal obligations.

- 1.5. "**Data Protection Law**" means all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practices issued by any authority of competent jurisdiction as may be amended, superseded or replaced from time to time.
- 1.6. "**Restricted Transfer**" means a transfer of Client Data or S&P Data (including making personal data available by remote access or otherwise) to a jurisdiction in respect of which additional safeguards are required under Data Protection Law in order to lawfully transfer that personal data.
- 1.7. "**S&P Data**" means personal data of data subjects who are employees and/or agents of S&P including: (i) business contact information such as name; job title, name of employer, office e-mail address, office physical address; telephone number, mobile telephone number and (ii) to the extent that S&P is required to disclose to Client by applicable law, passport and identification details; disciplinary records; judicial records; fiscal responsibility records; corrective measures records; and local sexual crimes database records (collectively "**S&P Signatory Data**") processed by and/or for Client for the applicable Controller Permitted Purpose.
- 1.8. "**Service(s)**" means S&P's proprietary products and services as specified in the Master Subscription Agreement or the Master Distribution Agreement, as applicable.
- 1.9. "**Standard Contractual Clauses**" means the applicable standard contractual clauses as set forth at <https://www.spglobal.com/content/dam/spglobal/energy/en/documents/pdf/legal/scc-landing-page.pdf>, provided that S&P may update this webpage from time to time, in particular to amend or replace standard contractual clauses when a regulatory authority has issued a new version or to add standard contractual clauses for an additional jurisdiction.
- 1.10. **Disclosure:** Each party acknowledges that the other party is only disclosing Client Data or S&P Data (as applicable) to the other party to process strictly for the Controller Permitted Purpose. Client confirms that all Client Data or is accurate and up to date and warrants that it has provided all information to, and obtained all consents from, the relevant data subjects as

required by Data Protection Law in order to provide the Client Data to S&P and for S&P to process the Client Data as contemplated and/or described herein or in the Agreement.

2. **Relationship of the parties:** The parties acknowledge that (i) Client is a controller of the Client Data it discloses to S&P and S&P is a controller of S&P Data it discloses to Client, and (ii) S&P and Client will each process that Client Data or S&P Data (as applicable) as a separate and independent controller for the applicable Controller Permitted Purpose. In no event will the parties process the Client Data or S&P Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Data Protection Law. Each party shall comply with, and not cause the other to breach, Data Protection Law in its performance or receipt of the Services. By way of clarification S&P is not a “data processor”, “service provider” or “entrusted party” for or to the Client.
3. **Notifications:** Except where and to the extent prohibited by applicable law, Client shall inform S&P promptly, after any inquiry, communication, request or complaint relating to Client's processing of the S&P Data which is received from: (i) any governmental, regulatory or supervisory authority; (ii) any data subject; or (iii) any other person or entity, alleging unlawful or unauthorized processing of that S&P Data.
4. **Security:** Each party shall implement appropriate technical and organisational measures to protect the Client Data or S&P Data (as applicable) from: (i) accidental, unauthorized or unlawful destruction; and (ii) loss, alteration, unauthorized disclosure of, or access to the Client Data or S&P Data (as applicable).
5. **International Transfers:**
 - 5.1. S&P may process (or permit to be processed) any Client Data in any jurisdiction where S&P has an office as set out here: <https://www.spglobal.com/en/contact-us/office-locations> or receive and make Restricted Transfers in relation to any Client Data, provided that it so in accordance with Data Protection Laws, and Client may process (or permit to be processed) any S&P Data (except S&P Signatory Data), in any jurisdiction where Client has an office or receive and make Restricted Transfers in relation to any S&P Data, provided it does so in accordance with Data Protection Law, in particular in accordance with data minimisation principles.
 - 5.2. For the avoidance of doubt, Client will not transfer S&P Signatory Data (nor permit the transfer of S&P Signatory Data) across jurisdictional borders unless:
 - (a) the transfer is necessary for the Client to perform its obligations pursuant to the Agreement;
 - (b) Client transfers only that S&P Signatory Data for which the transfer is necessary to perform its obligations under the Agreement;
 - (c) Client takes the measures necessary to ensure that the transfer of S&P Signatory Data complies with applicable Data Protection Law; and
 - (d) the standard of protection provided to S&P Signatory Data so transferred is comparable to the protection under any applicable Data Protection Law.
 - 5.3. Without limiting the generality of the foregoing, Client agrees that it will:
 - (a) provide S&P with prior written notice of each jurisdiction to which Client will transfer (or have transferred) S&P Signatory Data (each a "Destination Jurisdiction");
 - (b) for a Restricted Transfer, ensure that S&P Signatory Data receive at least equivalent protection in the Destination Jurisdiction;
 - (c) if the Standard Contractual Clauses are not recognized as a lawful transfer tool for a Restricted Transfer of S&P Signatory Data, cooperate with S&P to identify and implement,

or otherwise seek to adhere to an alternative or additional adequate transfer tool to the extent that one is required by, and available under Data Protection Law and notify S&P of any alternative adequate transfer tool for the transfer of S&P Signatory Data upon which it intends to rely.

- (d) as and when required by competent government authorities or Data Protection Law: (i) participate in periodic assessments of the adequacy of personal data protection in each Destination Jurisdiction where S&P Signatory Data is located or processed; (ii) take all commercially reasonable steps to supplement data protection measures (including reasonable and appropriate technical and organization measures) for a Restricted Transfer as a result of a periodic assessment; and (iii) suspend cross-border transfers of S&P Signatory Data if S&P, Client or a competent government authority determines in good faith that Client's personal data protection measures or the laws of a Destination Jurisdiction can no longer ensure an essentially equivalent level of protection for S&P Signatory Data as the protection provided for in the Data Protection Law of the jurisdiction from which the S&P Signatory Data are transferred.
- (e) for any transfer of S&P Signatory Data to which Personal Information Protection Law of the People's Republic of China ("PIPL") applies, obtain all consents, approval, permissions and rights required by PIPL (including separate consent from data subjects) for such transfer, and if any assistance from S&P is necessary, indemnify S&P against all reasonable costs, expenses and liabilities arising from such assistance; and observe all formalities as required by PIPL for such transfer, including carrying out personal information protection impact assessment, maintaining data processing record and executing data export contract with the recipients in compliance with PIPL requirements.

5.4. To the extent required under Data Protection Law, the relevant Standard Contractual Clauses, completed in the form available at <https://www.spglobal.com/content/dam/spglobal/energy/en/documents/pdf/legal/scc-landing-page.pdf>, as amended or updated by S&P (in its sole discretion) from time to time, shall apply in respect of any Restricted Transfer by either party made under the Agreement or this DPA and:

- (a) shall be deemed to be populated with the details of the Client as set out in the Agreement;
- (b) shall be incorporated into and made a part of this DPA; and
- (c) unless other execution arrangements are agreed between the relevant parties, the execution of the Agreement shall be a deemed execution of the relevant Standard Contractual Clauses by the S&P and by the Client. In the event that deemed execution of the Standard Contractual Clauses is not legally sufficient under the applicable governing law of the Standard Contractual Clauses, the parties hereby agree promptly to cooperate and execute the applicable Standard Contractual Clauses.

5.5. With respect to the Controller-to-Controller Standard Contractual Clauses:

- (a) Client acknowledges that all employees and/or agents of Client, customers of Client, and/or Authorised Users may be provided with the information required pursuant to clause 8.2(a) of the Controller-to-Controller Standard Contractual Clauses through S&P's Corporate Privacy Policy, which is available online at: <https://www.spglobal.com/en/privacy/privacy-policy-english> ;
- (b) The Client agrees and acknowledges that S&P has provided it with relevant information for the purposes of clause 14(c) of the Controller-to-Controller Standard Contractual Clauses;

- (c) The Client shall provide S&P with a copy of any assessment under clause 14(b) of the Controller-to-Controller Standard Contractual Clauses within one week after being so requested in writing by S&P;
 - (d) In making any assessment as to whether S&P can comply with the Controller-to-Controller Standard Contractual Clauses, the Client shall act reasonably and in good faith, based on objectively verifiable information.
- 5.6.** Any requirement in the Standard Contractual Clauses for either party to make a notification to the other party shall be satisfied by providing notice in accordance with the service of notices provision of the Agreement.
- 5.7.** To the extent permissible by law, the terms of the Agreement and the relevant Services Attachment, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses.
- 5.8.** If (i) S&P notifies the Client of any concern in relation to S&P's ability to comply with the Standard Contractual Clauses; (ii) Client notifies the S&P of any concern in relation to Client's ability to comply with the Standard Contractual Clauses ; (iii) the Client notifies S&P of its wish to exercise its right to terminate under the applicable Controller-to-Controller Standard Contractual Clauses, or (iv) S&P notifies client of its wish to exercise its right to terminate under the applicable Controller-to-Controller Standard Contractual Clauses, the parties shall work together in good faith to resolve any issues and to use best endeavours to put in place such additional safeguards or steps that are reasonably required in order to allow Restricted Transfers to continue between them.
- 5.9.** Each party shall perform its obligations under the Standard Contractual Clauses at its own cost, unless otherwise agreed in writing.
- 5.10.** If the Standard Contractual Clauses are amended or replaced, the parties shall take steps to put in place any amended or replacement version between them, as required by Data Protection Law.
- 5.11.** In the event of a conflict between the Standard Contractual Clauses and the terms of this DPA, the Standard Contractual Clauses shall prevail.
- 6. Usage Data:** The parties acknowledge that S&P may, under the Agreement, require that the Client provides certain data and statistics relating to the usage of the Services ("**Usage Data**") to S&P in which case the Client shall provide, and/or procure that Client (in the case of a Master Subscription Agreement) provides, sufficient Usage Data to meet the requirements of S&P, and take all reasonable steps to ensure that such processing is compliant with all applicable laws, including all Data Protection Law to the extent that the Usage Data constitutes personal data.
- 7. S&P Data.** Client acknowledges that S&P is disclosing the S&P Data only for the Controller Permitted Purpose and Client shall not sell or share the S&P Data; retain, use or disclose the S&P Data outside of the direct business relationship between S&P and Client or for any purpose other than the Controller Permitted Purpose; combine the S&P Data with personal data collected by Client or received from another source; or disclose the S&P Data to any third party unless client notifies S&P and contractually obligates such third party to comply with the obligations set forth in this DPA. S&P may take reasonable and appropriate steps to (i) help ensure that Client uses the S&P Data in a manner consistent with Data Protection Law and (ii) upon notice, remediate unauthorized use of S&P Data. Client certifies that it understands the restrictions in this DPA and shall notify S&P if it determines that it can no longer meet its obligations.
- 8. Survival:** This DPA shall survive termination or expiry of the Agreement for as long as Client is in possession of S&P Data or S&P is in possession of Client Data. Upon termination or expiry of the

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Agreement, S&P may continue to process the Client Data provided that such processing complies with the requirements of this DPA and Data Protection Law.

- 9. Updates:** Notwithstanding the provisions of the Agreement, S&P may amend this DPA at any time by providing written notice to the Client, which may be sent via email, and any such amendments will be binding on Client effective 14 days from the date of such notice.