

JPMORGAN CHASE & CO.  
**Global Standards for Processing  
EMEA Personal Data**

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## 1. Scope

These Global Standards for Processing EMEA Personal Data (the “Standards”) relate to information about natural persons who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity. The Standards also relate to data regarding legal entities in jurisdictions where such data is regulated by applicable data protection legislation. (All such data shall be defined as “Personal Data” for the purposes of these Standards.)

The terms “data controller” and “data processor” used in the Standards shall have the meanings given to those terms in Directive 95/46/EC.

### (i) EMEA Personal Data

The Standards define the standards applicable to JPMorgan Chase & Co. and its direct and indirect wholly-owned subsidiaries (together “JPMC” and each a “JPMC Affiliate”) in relation to Personal Data that is:

- (a) processed by a JPMC data controller in one of the jurisdictions identified in Appendix 1, as amended from time to time (each a “Relevant Country”); and
- (b) the processing of which is subject to regulation by the data protection legislation in that Relevant Country

Such Personal Data is defined in the Standards as “EMEA Personal Data”.

### (ii) Application of the Standards to EMEA Personal Data

The Standards apply to any:

- (a) processing of EMEA Personal Data in the Relevant Countries or elsewhere in the European Economic Area (“EEA”) by a JPMC data controller;
- (b) export by a JPMC data controller of EMEA Personal Data out of the EEA or other Relevant Country to another JPMC Affiliate outside the EEA or other Relevant Country (as applicable);
- (c) processing by a JPMC data controller or JPMC data processor of EMEA Personal Data exported out of the EEA or other Relevant Country (as applicable) by a JPMC data controller.

In complying with the Standards, a JPMC data controller established in a Relevant Country will abide by the requirements of applicable data protection laws in that Relevant Country.

A JPMC data controller shall not have breached the Standards if it has observed the standard of care appropriate in the circumstances.

JPMorgan Chase Bank, N.A., London Branch (“JPMCB”) is the JPMC Affiliate with delegated data protection responsibility for the EMEA region.

The Standards are incorporated into JPMC’s Global Code of Conduct which all JPMC employees are required to acknowledge and comply with.

## 2. Processing Principles

When acting as a data controller, a JPMC Affiliate shall apply the following processing principles:

- (i) A JPMC Affiliate shall process EMEA Personal Data fairly and lawfully, and shall provide fair processing information where required.

- (ii) Unless otherwise permitted by applicable law, a JPMC Affiliate shall only process EMEA Personal Data for specified purpose(s) and EMEA Personal Data shall not be used for any other incompatible purposes. Information about the processing purposes and activities of JPMC Affiliates in relation to EMEA Personal Data is specified:
  - (a) for employees - in the EMEA Employee Data Privacy Policy (available on JPMC's employee intranet), and
  - (b) for other individuals - in the EMEA Data Privacy Policy (available at: <http://www.jpmorgan.com/directdoc/privacy/emea.pdf>)
- (iii) When notified of a change of EMEA Personal Data, the relevant JPMC Affiliate shall update its records in order to maintain accuracy.
- (iv) A JPMC Affiliate shall adopt appropriate measures to keep EMEA Personal Data adequate, relevant and not excessive and to retain EMEA Personal Data for no longer than is appropriate for the purpose(s) for which it was collected, unless the EMEA Personal Data is otherwise required to be kept by law or regulation.

### 3. The Access, Rectification and Objection Rights of Individuals

When acting as a data controller:

- (i) a JPMC Affiliate shall provide in an intelligible form, upon written request from an individual, the information that constitutes EMEA Personal Data processed by such JPMC Affiliate in relation to the relevant individual (a "Subject Access Request"), together with required supporting information, unless the JPMC Affiliate is permitted by law to refuse or only comply partially with the request.
- (ii) a JPMC Affiliate may, where permitted by law, charge a fee for the provision of copies of EMEA Personal Data pursuant to a Subject Access Request.
- (iii) Subject Access Requests should be addressed either to:
  - (i) the registered address of the relevant JPMC data controller, whose details can be found at: <http://www.jpmorgan.com/pages/disclosures>;
  - (ii) or the individual's usual contact at the relevant JPMC data controller;
  - (iii) or to:

The JPMC EMEA Privacy Officer  
JPMorgan Chase Bank, N.A.  
23rd Floor  
25 Bank Street  
Canary Wharf  
London  
E14 5JP
- (iv) If individuals have any legitimate objections to the way their data is processed by a JPMC data controller, they may raise a query with their usual contact at the relevant JPMC data controller or with their HR contact (as appropriate) or the JPMC EMEA Privacy Officer. The Standards do not seek to affect individuals' equivalent statutory rights to raise legitimate objections to the processing of their data.

- (v) When an individual exercises his or her rights at any time to:
- a. raise legitimate objections to the processing of his or her EMEA Personal Data by a JPMC data controller; or
  - b. request incorrect EMEA Personal Data to be amended, updated or deleted by the relevant JPMC data controller,

the individual may do so free of charge and the JPMC data controller will respond in accordance with any applicable deadlines.

- (vi) If a JPMC data controller makes a decision purely by automatic means with no human involvement and which:

- (d) uses an individual's EMEA Personal Data;
- (e) is intended to evaluate certain personal aspects relating to the individual and produce legal effects concerning or significantly affecting the individual,

the JPMC data controller shall take account of the individual's legitimate interests and allow the individual to make representations in respect of the decision.

#### 4. Keeping EMEA Personal Data Secure

A JPMC Affiliate shall take appropriate technical and organisational measures with a view to protecting EMEA Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing (including taking reasonable steps with a view to ensuring the reliability of employees who have access to the EMEA Personal Data).

A JPMC Affiliate shall only authorise its personnel to access EMEA Personal Data where there is a valid business, legal or regulatory reason to do so.

If a JPMC data controller uses the services of a JPMC processor or a third party processor to process EMEA Personal Data on its behalf, the JPMC data controller is required to obtain contractual commitments from the processor to safeguard the security of EMEA Personal Data in accordance with the requirements of this section of the Standards.

JPMC has procedures in place with a view to JPMC data controllers only transferring EMEA Personal Data to:

- (a) JPMC data processors or third party data processors where the relevant processor enters into a compliant processing agreement with the relevant JPMC data controller and, if the data processor is located outside the EEA, where an adequate level of protection for the transferred EMEA Personal Data is established in accordance with Articles 25-26 of EU Directive 95/46 or the equivalent requirements of the other Relevant Countries; and
- (b) third party data controllers outside the EEA where an adequate level of protection for the transferred EMEA Personal Data is established in accordance with Articles 25-26 of EU Directive 95/46 or the equivalent requirements of the other Relevant Countries.

## 5. Marketing Activities

- (i) A JPMC data controller shall not use EMEA Personal Data to send marketing information to any individual (including any employee) who has requested not to receive marketing material.
- (ii) A JPMC data controller shall only use EMEA Personal Data to send unsolicited marketing by e-mail and SMS with the consent of the individual, or where otherwise permitted by the relevant local law.
- (iii) If an individual requests a JPMC data controller to stop processing his or her EMEA Personal Data for direct marketing purposes, the JPMC data controller shall stop processing for those purposes in accordance with applicable timescales.
- (iv) An individual may make such a request to his or her usual contact at the relevant JPMC data controller or to the EMEA Privacy Officer at any time free of charge.

## 6. Training

A JPMC data controller shall provide or arrange appropriate training to personnel that are involved in the processing of EMEA Personal Data.

## 7. Special or Sensitive Categories of Personal Data

A JPMC data controller shall comply with any additional legal steps required when processing special (sometimes called sensitive) categories of EMEA Personal Data.

## 8. Verification of Compliance

- (i) The internal audit department for the relevant JPMC data controller shall evaluate, test, and report on the JPMC data controller's compliance with the Standards on a regular basis to the extent deemed appropriate in accordance with JPMC's risk-based audit strategy. Where any non-compliance with the Standards is identified in such audits, the relevant audit professional shall work with the relevant business manager to design and implement remediation measures. The audit professional will then track the progress of the remediation measures.
- (ii) Information from audit reports relating to compliance with the Standards will be sent to the EMEA Privacy Officer.
- (iii) Insofar as they relate to compliance with the Standards:
  - a. in that Relevant Country; or
  - b. in relation to EMEA Personal Data exported out of the Relevant Country,  
by such JPMC data controller, a JPMC data controller established in that Relevant Country shall upon request from the local data protection authority in that Relevant Country (the "DPA") inform the DPA about the findings of the audit department in relation to such compliance.

A JPMC data controller established in a Relevant Country shall permit the local DPA to audit such JPMC data controller's operations in the Relevant Country in order that the DPA may obtain the information necessary to demonstrate such JPMC data controller's compliance with the Standards in the Relevant Country.

## 9. Co-operation with Data Protection Commissioners

- (i) A local JPMC data controller established in a Relevant Country shall respond to all requests for information from the DPA in that Relevant Country, to the extent such requests are consistent with applicable law and regulations and relate to compliance with the Standards: (i) in the Relevant Country; or (ii) in relation to EMEA Personal Data exported out of the Relevant Country by the local JPMC data controller. The JPMC data controller shall not be required to disclose anything that does not relate to compliance with the Standards in the Relevant Country in response to requests from the DPA, and shall not be required to disclose any privileged or third party confidential information unless permitted to do so by the relevant third parties and shall not be required to disclose the JPMC data controller's own commercially sensitive information unless it is impossible to separate those elements relating to compliance with the Standards in the Relevant Country from those containing the JPMC controller's own commercially sensitive information.
- (ii) A JPMC data controller established in a Relevant Country shall take into account and endeavour to comply with the advice of the DPA in that Relevant Country in relation to the interpretation and application of the Standards in the Relevant Country and shall co-operate with the DPA to the extent consistent with applicable law or regulations and without waiving any defences and/or rights of appeal available to the JPMC data controller. The JPMC data controller shall also procure that other JPMC Affiliates to which the JPMC data controller transfers EMEA Personal Data out of the Relevant Country shall take into account and endeavour to comply with such advice to the extent such advice is relevant to their processing of EMEA Personal Data transferred from the Relevant Country and is consistent with the legal duties imposed upon such JPMC Affiliates in the relevant jurisdictions.

## 10. Conflict with National Legislation

- (i) If a JPMC Affiliate has reason to believe that the laws, legal duties or regulations applicable to such JPMC Affiliate prevent the JPMC Affiliate from complying with the Standards and may have a substantial effect on the protections provided by the Standards, the JPMC Affiliate will promptly consult with the appropriate contact within JPMC's EU privacy function (except where prohibited by a law or law enforcement authority, such as prohibition under criminal law to preserve the confidentiality of a law enforcement investigation) and give due consideration to the advice of the privacy function. The JPMC Affiliate may consult the competent DPA in case of doubt as to how to address such conflicting requirements. JPMCB shall notify the relevant DPA(s) in accordance with Section 12 if JPMCB determines that a change is required to the Standards to address the issue.
- (ii) The relevant JPMC Affiliate shall not be responsible for a breach of the Standards to the extent compliance with the Standards is prevented by applicable laws, legal duties or regulations.
- (iii) If the legislation in a Relevant Country requires a higher level of protection for EMEA Personal Data than that set out in these Standards, the legislation in the Relevant Country will take precedence over these Standards in respect of compliance with that aspect of the Standards in the Relevant Country.

## 11. Complaints and Rights of Redress

- (i) If an individual has concerns in relation to a JPMC Affiliate's compliance with the Standards or claims to have suffered loss as a result of a perceived breach of the Standards, it is recommended that the individual raises his or her concerns with the individual's usual contact at the relevant JPMC data controller or with one of the other JPMC contacts identified in Section 3(iii) above.
- (ii) If and to the extent remediable and practicable, the relevant JPMC data controller shall endeavour to remedy any breach of the Standards that it is responsible for.
- (iii) If the JPMC data controller fails to address the individual's concerns, JPMC's "EMEA Data Privacy Complaints Procedure and Rights of Redress" is available to any individual who wishes to make a complaint in relation to a JPMC data controller's compliance with the Standards. Appendix 2 sets out the complaints procedure and the terms on which the rights of redress (as third party beneficiaries before the courts) are available.
- (iv) The individual may also raise his or her concerns with the local DPA in the Relevant Country without having to go through the EMEA Data Privacy Complaints Procedure first.

## 12. Updating the Standards

The JPMC privacy function shall keep the Standards under regular review and shall implement any changes required to reflect changes in JPMC's corporate structure (including periodic updates to the list of JPMC Affiliates which are covered by the Standards). Any substantive changes to these Standards shall be reported to the affected JPMC Affiliates and the relevant DPA(s) annually in arrears. Updated versions of the Standards will be published on the internet and intranet and relevant JPMC personnel will be notified of the updated version of the Standards by email.

## 13. JPMC's Privacy Function

JPMC has a Global Data Protection and Privacy Forum. The Forum is sponsored by the JPMC Global Chief Privacy Officer, and is chaired by the Global Head of Data Protection & Privacy Compliance Governance. The Forum is composed of Legal and Compliance colleagues from all lines of business and from appropriate corporate groups, including: Information Technology Risk Management, Third Party Oversight, Global Security and Investigations, Human Resources and Audit.

The Chief Privacy Officer oversees the privacy function and provides general and specific guidance to the lines of business and corporate groups, and promotes awareness of privacy and data protection across JPMC. The EMEA Privacy Officer is part of the global team of the Chief Privacy Officer and sits in the Compliance department in the UK.

The Global Data Protection and Privacy Forum shall be responsible for ensuring that the necessary steps are taken to extend the application of the Standards to all JPMC Affiliates that process EMEA Personal Data from time to time.

## 14. Transparency

In order to make the Standards accessible to data subjects, JPMC shall publish the Standards and their appendices on the external JPMC website and the internal JPMC intranet and shall make the Standards and their appendices available to data subjects on request.

## APPENDIX 1

The Relevant Countries are:

1. Austria
2. Belgium
3. France
4. Germany
5. Ireland
6. Italy
7. Luxembourg
8. Netherlands
9. Poland
10. Spain
11. Sweden
12. United Kingdom
13. Norway
14. Finland
15. Switzerland
16. Denmark
17. Channel Islands

**APPENDIX 2  
COMPLAINTS PROCEDURE AND RIGHTS OF REDRESS**

**1 Making a Complaint**

- (i) If you have a complaint or have suffered a loss as a result of JPMorgan Chase (“JPMC”) handling your Personal Information, please contact in writing either: (i) the registered office of relevant JPMC data controller, whose details can be found at <http://www.jpmorgan.com/pages/disclosures>; or (ii) your usual contact at the relevant JPMC data controller; or (iii) the JPMC EMEA Privacy Officer at the following address:

JPMorgan Chase Bank, N.A.  
23rd Floor  
25 Bank Street  
Canary Wharf  
London  
E14 5JP

Email: [EMEA\\_DataPrivacy@jpmorgan.com](mailto:EMEA_DataPrivacy@jpmorgan.com)

- (ii) When you write to us, please provide:
- Your full name,
  - Your address,
  - Your account number if you have one, and
  - Full details of your complaint. If you have incurred a loss in some way please provide evidence to demonstrate the value of the loss.
- (iii) JPMC reserves the right to ask for further evidence of identity.
- (iv) Upon receipt of a letter of complaint JPMC will:
- confirm receipt, absent exceptional circumstances, within 48 business hours
  - investigate the complaint fully
  - advise you of the outcome within two weeks of receipt of your letter except that, if the investigation cannot be completed within two weeks, JPMC will write to you to tell you when JPMC expects the investigation to be completed.
- (v) If you are not satisfied with the outcome of the investigation and JPMC’s response, you may contact the Chief Privacy Officer care of the address above who will undertake an independent review of the investigation into your complaint and advise you of the conclusions.
- (vi) If you are still not satisfied with our actions and findings you may then either:
- (a) contact the UK Information Commissioner’s Office at the following address:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

The Information Commissioner is the UK’s independent authority set up to protect personal information;

or

- (b) contact the EU data protection authority in your jurisdiction, whose details can be found at:

[http://ec.europa.eu/justice\\_home/fsj/privacy/nationalcomm/index\\_en.htm](http://ec.europa.eu/justice_home/fsj/privacy/nationalcomm/index_en.htm); or

- (c) bring a claim in the relevant courts in accordance with Section 2 below.

## 2 Rights of Redress

- (i) Subject to the other provisions of this Section 2, if you are an individual and a breach of Sections 1,2,3,4,5,7,9,10, 11 and/or 14 of the Standards involving your EMEA Personal Data has been committed outside the Relevant Country by a JPMC Affiliate established outside the Relevant Country, you are entitled to bring a claim as a third party beneficiary in either:

- (a) the courts of England and Wales; or
- (b) the courts of the Relevant Country of establishment of the relevant JPMC data controller that initially collected the EMEA Personal Data to which the claim relates; or
- (c) the courts of the Relevant Country from which the relevant JPMC data controller exported out of the Relevant Country the EMEA Personal Data to which the claim relates,

the jurisdiction selected being the “Selected Jurisdiction”.

- (ii) A number of JPMC companies (the “JPMC Parents”) have entered into an agreement pursuant to which each JPMC Parent has agreed to procure compliance with the Standards by its direct or indirect wholly-owned subsidiaries (the “BCR Agreement”). If you have completed the EMEA Data Privacy Complaints Procedure but you are not satisfied with the response you have received from JPMC and would like to make a claim pursuant to Section 2(i) above, you may request a copy of the BCR Agreement by writing to [JPMC contact]. In order to receive the BCR Agreement and to be provided with the name of the JPMC Parent to whom the claim should be directed, you will need to: (i) confirm that you agree to the Selected Jurisdiction being the exclusive jurisdiction for the claim; and (ii) sign a confidentiality agreement in a form acceptable to JPMC. The requirement to sign a confidentiality agreement will not prevent you from sharing information with a lawyer in order to obtain legal advice or from using the Standards in legal proceedings in order to exercise your rights.

- (iii) The submission by the relevant JPMC Parent to the Selected Jurisdiction does not, in respect of any claims that do not relate to compliance by the relevant JPMC Affiliate with the Standards or for any other purpose whatsoever, constitute a submission by the relevant JPMC Parent to the jurisdiction of such courts or a waiver by the relevant JPMC Parent of its rights to claim *forum non conveniens*.

- (iv) Subject to the other provisions of this Section 2, if you make a claim supported by evidence sufficient to raise a prima facie case that a breach of Sections 1,2,3,4,5,7,9,10, 11 and/or 14 of the Standards has been committed outside the Relevant Country by a JPMC Parent or a subsidiary established outside the Relevant Country of a JPMC Parent (a “Non-Relevant Country Subsidiary”), then the JPMC Parent responsible for ensuring that the appropriate Non-Relevant Country Subsidiary

complies with the Standards shall not be entitled to contest the fact that there has been a breach of the Standards unless the JPMC Parent demonstrates that either:

- (a) no such breach of the Standards has occurred; and/or
- (b) the relevant Non-Relevant Country Subsidiary was not responsible for the alleged breach of the Standards.

Subject to the provisions of this Clause 2, if a Non-Relevant Country Subsidiary has breached the Standards, the relevant JPMC Parent assumes liability for such breach by the Non- Relevant Country Subsidiary.

- (v) To the maximum extent permitted by applicable laws and regulations binding upon, or applicable to, each JPMC Parent, no JPMC Parent shall be liable to an individual for punitive or exemplary damages howsoever caused (i.e. damages intended to punish a party for its conduct, rather than to compensate the victim of such conduct). In any event and notwithstanding anything contained herein, nothing in these Standards shall entitle an individual to recover damages that would not otherwise be recoverable under English law, and a JPMC Parent shall only be liable for damages which have been: (i) agreed by the JPMC Parent under a settlement or compromise agreement with the relevant individual; or (ii) awarded against the JPMC Parent by a non-appealable judgment, order or any other legal award, of a court or tribunal with valid jurisdiction.