

27.01.2022

DATA PROTECTION TERMS AND CONDITIONS FOR COMPANIES WHERE THE BANK OF NEW YORK MELLON AND THE COMPANY ACT AS INDEPENDENT DATA CONTROLLERS

The following terms and conditions apply to Personal Data (as defined below) transferred between the Company and one or more of the following Bank of New York Mellon companies, including its branches:

- The Bank of New York Mellon
- The Bank of New York Mellon SA/NV
- The Bank of New York Mellon (International) Limited

In these terms and conditions, the term “**BNYM**” refers to any one (or all, as the context requires) of the above companies including its branches, and the term “**Company**” refers to any client or counterparty of any of those companies and branches. The Company and BNYM are together referred to herein as the “**Parties**”.

In consideration for the mutual promises made herein, where BNYM and the Company act as independent data controllers the Parties agree as follows:

1. For the purposes of these terms and conditions, “**Data Protection Laws**” means all applicable laws and regulations relating to the processing of Personal Data, including The General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and all Member State laws, rules, regulations and regulatory guidance supplementing the GDPR and any laws relating to the processing of Personal Data enacted in the United Kingdom, including the GDPR as incorporated into the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) and the UK Data Protection Act.

2. To the extent applicable, the Parties acknowledge and agree that they are separate and independent Controllers in relation to any information relating to an identified or identifiable natural

person (“**Personal Data**”) processed pursuant to the relationship between the Company and BNYM and shall each comply with their respective obligations under applicable Data Protection Laws. It is not intended that either Party shall act as a Processor to the other Party in respect of any Personal Data. “**Controller**” and “**Processor**” have the meanings set out in the GDPR or UK GDPR, as applicable.

3. The Company shall ensure that any Personal Data that it provides to BNYM has been obtained in compliance with applicable Data Protection Laws, and shall take such steps as are required, including the giving of information, making of notices and obtaining of valid consents, to ensure that BNYM is entitled to process such Personal Data as set out in these terms and conditions and BNYM’s privacy notice.

4. BNYM’s privacy notice is contained at <https://www.bnymellon.com/emea/en/privacy.jsp> receipt of which is hereby acknowledged by the Company, and shall apply to BNYM’s use, storage, and disclosure of Personal Data pursuant to these terms and conditions. The Company acknowledges that BNYM may make amendments to its privacy notice by posting a revised version at the abovementioned website link (or such other link as BNYM may advise from time to time).

5. If BNYM acts as a Processor for the Company in respect of any Personal Data, the terms applicable to BNYM’s engagement as a Processor shall be set out in the relevant service agreement between the Company and BNYM in connection with such Processing of Personal Data.

6. By entering into an agreement for the provision of services by BNYM or by proceeding to do business with us (for example, by giving us instructions to enter into foreign exchange transactions or perform any other service for you), the Company is deemed to have read and agreed to these terms and conditions.