

collectively referred to herein as “**Users.**” You also give authority to Users who will be designated as administrators to designate future Users.

- b. Upon BNY Mellon’s approval of Users (which approval will not be unreasonably withheld), BNY Mellon will send You a user-id, temporary password and, where applicable, a security identification device for each User. You will be responsible for providing to Users the user-ids, temporary passwords and, where applicable, secure identification devices. You will ensure that any User receiving a secure identification device returns such device immediately following the termination of the User’s authorization to access the products and services for which the secure identification device was provided to such User. You are solely responsible for Users’ access to Electronic Access, and You and Users are solely responsible for the confidentiality of the user-ids and passwords and secure identification devices that are provided to them and will remain responsible for each secure identification device until it is returned to BNY Mellon. You, on behalf of You and Your affiliates, acknowledge and agree that, BNY Mellon will have no duty or obligation to verify or confirm the actual identity of the person who accessed Electronic Access using a validly issued user-id and password (and, where applicable, security identification device) or that the person who accessed Electronic Access using such validly issued user-id and password (and, where applicable, security identification device) is, in fact, a User (whether an Authorized User or an Authorized Transactional User).
- c. You shall not, and shall not permit any User or third party to, breach or attempt to breach any security measures used in connection with Electronic Access or Proprietary Software. Any attempt to circumvent or penetrate any application, network or other security measures used by BNY Mellon or its suppliers in connection with Electronic Access is strictly prohibited.
- d. You are also solely responsible for ensuring that all Users comply with these Terms and Conditions and any Terms of Use included on the Sites, the Service Agreement for each product or services accessed through the Sites and their associated services and all applicable terms and conditions, restrictions on the use of such products and services and data obtained through the use of Electronic Access. BNY Mellon reserves the right to prohibit access or revoke the access of any User to Electronic Access whom BNY Mellon determines has violated or breached these terms and conditions or any Terms of Use on a Site accessed by the User, including the Data Terms Web Site (as defined below), or whose conduct BNY Mellon reasonably determines may constitute a criminal offense, violate any applicable local, state, national, or international law or constitute a security risk for BNY Mellon, its third party service providers, its clients or any Users of Electronic Access. BNY Mellon may also terminate access to all Users following termination of all Services Agreements.

2. Proprietary Software:

- a. Depending upon the products and services You elect to access through Electronic Access, You may be provided software owned by BNY Mellon or licensed to BNY Mellon by a third party (“**Proprietary Software**”). You are granted a limited, non-exclusive, non-transferable license to install the Proprietary Software on Your authorized computer system (including mobile devices registered with BNY Mellon) and to use the Proprietary Software solely for Your own internal purposes in connection with Electronic Access and solely for the purposes for which it is provided to You. You and Your Users may make copies of the Proprietary Software for backup purposes only, provided all copyright and other proprietary information included in the original copy of the Proprietary Software are reproduced in or on such backup copies. Any attempt to circumvent or penetrate the security of Electronic Access is strictly prohibited.
- b. You agree that if You require the Proprietary Software to be installed on a computer system not under Your control: i) You will notify BNY Mellon in writing prior to such installation; ii) You will be responsible and liable for the installation and protection of the Proprietary Software on such system in the same manner as though You had

installed the Proprietary Software on Your internal computer system; and iii) BNY Mellon may require the individual or entity that controls such computer system to sign a separate agreement with BNY Mellon.

- c. You agree that You will not (i) except as provided in these Terms and Conditions make additional copies of Proprietary Software; (ii) disclose Proprietary Software to, or allow Proprietary Software to be used by or for the benefit of, any third party; (iii) alter, decompile, disassemble, reverse engineer or modify Proprietary Software and/or merge Proprietary Software with another software program.

3. Use of Data:

- a. Electronic Access may include information and data that is proprietary to the providers of such information or data ("**Information Providers**") or may be used to access Sites that include such information or data from Information Providers. This information and data may be subject to restrictions and requirements which are imposed on BNY Mellon by the Information Providers and which are posted on <http://www.bnymellon.com/products/assetservicing/vendoragreement.pdf> or any successor web site of which You are provided notice from time to time (the "**Data Terms Web Site**"). You will be solely responsible for ensuring that Users comply with the restrictions and requirements concerning the use of proprietary data that are posted on the Data Terms Web Site.
- b. You consent to BNY Mellon and its third party service providers disclosing to each other and using data received from You and Users and, where applicable, Your third parties in connection with these Terms and Conditions (including, without limitation, client data and personal data of Users) (1) to the extent necessary for the provision of Electronic Access; (2) in order for BNY Mellon to meet any of their obligations under these Terms and Conditions to provide Electronic Access; or (3) to the extent necessary for Users to access Electronic Access, and You have the necessary consents of Your Users and Your third parties to give effect to this clause.
- c. In addition, You permit BNY Mellon to aggregate data concerning Your accounts and/or Your clients' accounts with other data collected and/or calculated by BNY Mellon. BNY Mellon will own such aggregated data, but will not distribute the aggregated data in a format that identifies You or Your data.

4. Ownership and Rights:

- a. Electronic Access, including any database, any software (including for the avoidance of doubt, Proprietary Software) and any proprietary data, processes, scripts, information, training materials, manuals or documentation made available as part of the Electronic Access (collectively, the "**Information**"), are the exclusive and confidential property of BNY Mellon and/or BNY Mellon's suppliers. You may not use or disclose the Information except as expressly authorized by these Terms and Conditions. You will, and will cause Users and Your third parties and their users, to keep the Information confidential by using the same care and discretion that You use with respect to Your own confidential information, but in no event less than reasonable care.
- b. The provisions of this paragraph will not affect the copyright status of any of the Information which may be copyrighted and will apply to all Information whether or not copyrighted.
- c. Nothing in these Terms and Conditions will be construed as giving You, Users, or third party users any license or right to use the trade marks, logos and/or service marks of BNY Mellon, its licensors, its Information Providers or its third party service providers .
- d. Any Intellectual Property Rights and any other rights or title not expressly granted to You or Users under these Terms and Conditions are reserved to BNY Mellon, its licensors, its Information Providers and its third party service providers. "**Intellectual Property Rights**" includes all copyright, patents, trademarks and service marks, rights in designs, moral rights, rights in computer software, rights in databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, trade and business names, domain names (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and applications for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

5. **Fees:** In consideration for Electronic Access as set out in the Terms and Conditions, You shall pay the fee of €1 to BNY Mellon (the receipt of which is hereby acknowledged by BNY Mellon). All fees are exclusive of applicable value added tax (and other similar taxes) and all such taxes will be payable by You.
6. **Confidentiality:** Your confidentiality obligations under these Terms and Conditions shall not restrict any disclosure you make pursuant to any applicable law, or by order of any court or government agency, but You must promptly notify BNY Mellon in writing if such disclosure occurs. BNY Mellon may at its discretion, retain the records of Your and each User's Commands (as defined below) for any applicable legal or regulatory requirement and, for any other reason, including, without limitation, monitoring the quality of service that You receive, Your compliance with these Terms and Conditions and the security of the Information.
7. **Reliance:**
 - a. BNY Mellon will be entitled to rely on, and will be fully protected in acting upon, any actions or instructions associated with a user-id or a secure identification device issued to a User until such time BNY Mellon receives actual notice in writing from You of the change in status of the User and receipt of the secure identification device issued to such User. You acknowledge that all commands, directions and instructions, including commands, directions and instructions for transactions issued by a User, or Your third party are issued at Your sole risk. You agree to accept full and sole responsibility for all such commands, directions and instructions and that BNY Mellon, will have no liability for, and you hereby release BNY Mellon from, any losses, liabilities, damages, costs, expenses, claims, causes of action or judgments (including attorneys fees and expenses) (collectively "**Losses**") incurred or sustained by You or any other party in connection with or as a result of BNY Mellon's reliance upon or compliance with such commands, directions and instructions.
 - b. All commands, directions and instructions ("**Commands**") involving a transaction entered by Authorized Transactional User will be treated as an authorized instruction under the applicable Services Agreement(s) covering accounts, products and services and products provided by BNY Mellon with respect to which Electronic Access is being used whether such Services Agreement is executed prior to or after the execution of these Terms and Conditions.
 - c. BNY Mellon shall use reasonable endeavours to comply with any Commands received from User or any requests from You regarding the revocation and cancellation of such any Commands, provided that such a request: (a) is correctly entered by the User; (b) is received by BNY Mellon in sufficient time for BNY Mellon to act upon such a request; and (c) complies with BNY Mellon's security procedures.
 - d. You and BNY Mellon each agree that the time at which Commands are deemed to be received by BNY Mellon shall be the time of the sending of the confirmation of receipt by BNY Mellon to the originator of the relevant transaction. BNY Mellon shall have no obligation to act on any Commands unless BNY Mellon have sent (or otherwise made available) the User (from whom the Command originated from) a transaction reference number. BNY Mellon may in their absolute discretion decline to act upon any Commands which are insufficient or incomplete or are not received by BNY Mellon in sufficient time for BNY Mellon to act upon or in accordance with such Commands, or any other circumstances prescribed by the relevant Services Agreement.
8. **Disclaimers:**
 - a. Although BNY Mellon uses reasonable efforts to provide accurate and up-to-date information through Electronic Access, BNY Mellon, its Content Providers and Information Providers make no warranties or representations under these Terms and Conditions as to accuracy, reliability or comprehensiveness of the content, information or data accessed through Electronic Access. Without limiting the foregoing, some of the content on Electronic Access may be provided by third party sources ("**Content**

Providers") and by Information Providers. For that content BNY Mellon is a distributor and not a publisher of such content and has no control over it. Information provided by Information Providers has not been independently verified by BNY Mellon and BNY Mellon makes no representation as to the accuracy or completeness of the content or information provided. Any opinions, advice, statements, services, offers or other information given or provided by Content Providers and Information Providers (including merchants and licensors) are those of the respective authors of such content and not that of BNY Mellon. BNY Mellon will not be liable to You, Users, or a Your third party for such content or information in any way nor for any action taken in reliance on such information nor for direct or indirect damages resulting from the use of such information. For purposes of these Terms and Conditions, all information and data, including all proprietary information and materials and all client data, provided to You through Electronic Access are provided on an "AS-IS", "AS AVAILABLE" basis.

- b. BNY Mellon makes no guarantee and does not warrant that Electronic Access or the information and data provided through the Electronic Access are or will be virus-free or will be free of viruses, worms, Trojan horses or other code with contaminating or destructive properties. BNY Mellon will employ commercially reasonable anti-virus software to its systems to protect its systems against viruses.
- c. Some Sites accessed through the use of Electronic Access may include links to third party websites. BNY Mellon will not be liable to any person for the content found on such third party websites. BNY Mellon will not be responsible for third party websites that collect information from parties who visit their web sites through links on the Sites. BNY Mellon will not be liable or responsible for any loss suffered by any person as a result of their use of any third party web sites that are linked to the BNY Mellon Sites.
- d. BNY Mellon retains complete discretion and authority to add, delete or revise in whole or in part Electronic Access, including its Sites, and to modify from time to time any Proprietary Software provided in conjunction with the use of Electronic Access and/or any of the Sites. To the extent reasonably possible, BNY Mellon will provide notice of such modifications. BNY Mellon may terminate, immediately and without advance notice, and without right of cure, any portion or component of Electronic Access or the Sites.
- e. To the fullest extent permitted by law, there is no warranty of merchantability, no warranty of fitness for a particular purpose, no warranty of quality and no warranty of title or non infringement. There is no other warranty of any kind, express or implied, regarding electronic access, the sites, any proprietary software, information, materials or client data.
- f. Notwithstanding the prior paragraph, BNY Mellon will defend You and pay any amounts agreed to by BNY Mellon in a settlement and damages finally awarded by a court of competent jurisdiction, in an action or proceeding commenced by a third party against You based on a claim that Electronic Access or the Proprietary Software infringe such third party's patent, copyright, or trade secret, provided that You (i) notify BNY Mellon promptly of any such action or claim (except that the failure to so notify BNY Mellon will not limit BNY Mellon's obligations hereunder except to the extent that such failure prejudices BNY Mellon); (ii) grant BNY Mellon full and exclusive authority to defend, compromise or settle such claim or action; and (iii) provide BNY Mellon all assistance reasonably necessary to so defend, compromise or settle. The foregoing obligations will not apply, however, to any claim or action arising from (i) use of the Proprietary Software Information or Electronic Access in a manner not authorized under these Terms and Conditions, the Terms of Use, or the Data Terms Web Site; or (ii) use of the Proprietary Software or Electronic Access in combination with other software or services not supplied by BNY Mellon.

9. Limitation of Liability:

- a. In no event will BNY Mellon, its licensors, content providers, information providers or

third party service providers be liable to you or anyone else under these terms and conditions for any losses, liabilities damages, costs or expenses including but not limited to, any direct damages, consequential damages, reliance damages, exemplary damages, incidental damages, special damages, punitive damages, indirect damages or damages for loss of profits, good will, business interruption, use, data, equipment or other intangible losses (even if we have been advised of the possibility of such damages) that result from (1) these terms and conditions; or (2) the use of or inability to use electronic access, proprietary software or client data. BNY Mellon will not be liable for any loss, damage or economic injury resulting from voluntary shutdown of the server, electronic access or any of the sites to address technical problems, computer viruses, denial-of-service messages or other similar problems.

- b. You agree that the total liability of BNY Mellon, its licensors, the Information Providers and the third party service providers arising out of any kind of claim, demand, proceedings or action (“**Claim**”), whether in contract, negligence or otherwise, in any way connected with Electronic Access, Information, client data and these Terms and Conditions shall not exceed the greater of the amount of the fees paid by You for Electronic Access over the 12 months immediately preceding the incident or €20,000. A number of Claims arising out of the same event or a series of connected events shall be deemed to be a single Claim for these purposes. Nothing in these Terms and Conditions shall exclude or limit any liability which cannot be excluded or limited by any applicable law.
- c. The limitation of liability set forth in this Limitation of Liability section and in other provisions in these Terms and Conditions is in addition to any limitation of liability provisions contained in any Services Agreements and will not supersede or be superseded by limitation of liability provisions contained in such Services Agreements, whether executed prior to or after the execution of these Terms and Conditions, except to the extent specifically set forth in such other Services Agreements containing a reference to these Terms and Conditions.

10. Indemnification:

- a. You agree to indemnify, protect and hold BNY Mellon, its licensors, Content Providers and Information Providers harmless from and against all liability, claims damages, costs and expenses, including reasonable attorneys’ fees and expenses, resulting from a claim by a third party that arises out of (i) any breach by You or Users, or any third parties of these Terms and Conditions, the Terms of Use or the Data Terms Web Site; (ii) BNY Mellon’s use of client data in accordance with these Terms and Conditions; and (iii) any person obtaining access to Electronic Access through You or Users, Your third parties or through use of any password, user-id or secure identification device issued to one of Users, whether or not You, a User, or Your third party authorized such access. For the avoidance of doubt, and by way of illustration and not by way of limitation, the forgoing indemnity is applicable to disputes between the parties, including the enforcement of these Terms and Conditions. The rights and remedies conferred hereunder will be cumulative and the exercise or waiver of any such right or remedy will not preclude or inhibit the exercise of additional rights or remedies or the subsequent exercise of such right or remedy.
- b. The indemnity provided in herein is in addition to any indemnity and other remedies contained in any Services Agreements and will not supersede or be superseded by such Services Agreements, whether executed prior to or after the execution of these Terms and Conditions, except to the extent specifically set forth in such other Services Agreements and expressly stating an intent to modify this Terms and Conditions. Nothing contained herein will, or be deemed to, alter or modify the rights and remedies of BNY Mellon as set forth in the Services Agreements.

11. Data Protection

Definitions:-

"Data Controller" shall have the same meaning as in the Data Protection Laws.

"Data Protection Laws" means all applicable law relating to privacy and the protection and processing of Personal Data in the relevant jurisdiction.

"Data Subject" shall have the same meaning as in the Data Protection Laws.

"Disclosing Party" means the party disclosing Personal Data.

"Permitted Purpose" means the purposes set out in (i) this Agreement and (ii) the Receiving Party's privacy notice (as notified by the Receiving Party).

"Personal Data" shall have the same meaning as in the Data Protection Laws.

"Process" shall have the same meaning as in the Data Protection Laws.

"Receiving Party" means the party receiving the Personal Data.

- a. You acknowledge that BNY Mellon is part of a global financial organization that operates in, and provides services and products through its affiliates, branches, representative offices and/or subsidiaries (the "**BNYM Entities**") located in, multiple jurisdictions. BNY Mellon may use one or more of the BNYM Entities and/or third party service providers for certain activities, including audit, accounting, administration, risk management, credit, legal, compliance, operations, sales and marketing, relationship management, information technology and the storage, maintenance, aggregation, processing and analysis of information (which may include Personal Data).
- b. You and BNY Mellon shall comply with their respective obligations under Data Protection Laws.
- c. You and BNY Mellon acknowledge and agree that they are separate and independent Data Controllers in relation to the Personal Data which they Process pursuant to these Terms and Conditions.
- d. The Disclosing Party warrants and undertakes that where it collects Personal Data which it subsequently transfers to the Receiving Party:
 - (i) it has collected the Personal Data fairly and lawfully; and
 - (ii) the disclosure of such Personal Data to the Receiving Party for the Permitted Purpose:
 - (a) is fair and lawful; and
 - (b) is provided for in its fair processing notices (where required by Data Protection Laws).
- e. Where the collection of Personal Data by the Disclosing Party, and subsequent transfer of Personal Data to the Receiving Party requires consent under Data Protection Laws, the Disclosing Party shall obtain all necessary consents from the Data Subjects. The Disclosing Party shall ensure that such consents permit:
 - (i) the disclosure of the Personal Data to the Receiving Party (and to third parties where required to do so under these Terms and Conditions); and
 - (ii) the Receiving Party to Process the Personal Data for the Permitted Purposes.

- e. Each party shall promptly notify the other party in writing (including by email) if a Data Subject withdraws any consent provided pursuant to Clause 11 (e) above.
- f. Both parties shall consult and co-operate with each other when responding to any communication, complaint, notice or access request, relating to Personal Data Processed pursuant to these Terms and Conditions.

12. Governing law and jurisdiction: Unless otherwise agreed and specified herein, these Terms and Conditions and any issues or disputes (whether such disputes are contractual or non-contractual (if any) in nature) arising out of or in connection with them are governed by and construed in accordance with Irish law and You and BNY Mellon each expressly and irrevocably agree to submit, to the exclusive jurisdiction of the courts of Ireland.

13. Term and Termination:

- a. Either BNY Mellon or You may terminate these Terms and Conditions and the Electronic Access upon thirty (30) days written notice to the other party. Either BNY Mellon or You may terminate this Agreement to coincide with a termination of a Services Agreements between You and BNY Mellon
- b. In the event of any breach of the provisions of these Terms and Conditions or a breach by any Authorized User of the Terms of Use or the restrictions and requirements concerning the use of Information Providers' proprietary data that are posted on the Data Terms Web Site, the non-breaching party may terminate these Terms and Conditions and the Electronic Access immediately upon written notice to the breaching party if any breach remains uncured after ten (10) days notice of the breach is sent to the breaching party.
- c. BNY Mellon may immediately terminate access through an Authorized User's user-id and password and may, at its discretion, also terminate access by an Authorized User, without right of cure, in the event of an unauthorized use of an Authorized User's user-id or password, or where BNY Mellon believes there is a security risk created by such access.
- d. BNY Mellon may terminate, without advance notice, Your access or the access of Users to any portion or component of Electronic Access or the Sites in the event a third party service provider, Content Provider or Information Provider prohibits BNY Mellon from permitting You or Users to have access to their information or services.
- e. Promptly upon receiving or giving notice of termination, You will notify all Users of the effective date of the termination.
- f. Upon termination of Your access to Electronic Access, You shall return all manuals, documentation, workflow descriptions and the like that are in Your possession or under Your control and all security identification devices. The foregoing obligations shall not be construed to require the Client to return, delete or destroy client or personal data.
- g. The Proprietary Software, Use of Data, Ownership and Rights, Reliance, Disclaimers, Limitation of Liability Indemnification, Force Majeure, General and confidentiality provisions of the Terms and Conditions (and other provision of these Terms and Conditions containing disclaimers, limitation of liability and indemnification) shall survive the termination of these Terms and Conditions.

14. Force Majeure: Notwithstanding anything else in these Terms and Conditions, none of BNY Mellon, its third party service providers, licensors, or Information Providers shall be liable if they are prevented from, or delayed in performing their obligations, or for any loss resulting from a cause that is beyond the control of that entity.

15. General

- a. BNY Mellon has adopted an incentive compensation program designed (i) to facilitate customers gaining access to and being provided with explanations about the full range of products and services offered by BNY Mellon and (ii) to expand and develop customer relationships. This program may lead to the payment of referral fees to employees of BNY Mellon who may have been involved in a referral that resulted in Your obtaining of products or services covered by these Terms and Conditions or which may be ancillary or supplemental to such products or services. Any such referral fees are funded solely out of fees and commissions paid by You under these Terms and Conditions or with respect to such ancillary or supplemental products or services. Further details of the payment of referral fees will be provided to the extent required by applicable laws or regulations and other legal requirements and limitations. Should You require such further details, You should contact its designated BNY Mellon relationship manager.
- b. These Terms and Conditions contain the entire agreement between You and BNY Mellon relating to the Electronic Access and supersedes all prior written or oral communications between the parties on the subject. In the event any one or more of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. Furthermore, the unenforceable provision(s) shall be modified to carry out to the full extent possible the intent of the provision deemed unenforceable.
- c. Unless otherwise specified in these Terms and Conditions, these Terms and Conditions may be amended through a written notice by BNY Mellon to You, together with written acceptance by You of such amendment to this Agreement.
- d. Neither You nor BNY Mellon may assign these Terms and Conditions without the prior written consent of the other; provided, however, that BNY Mellon may assign these Terms and Conditions to any affiliate without Your prior consent. These Terms and Conditions shall be binding upon and inures to the benefit of You and BNY Mellon and each of your respective successors and assigns.
- e. You and BNY Mellon each acknowledge the intention that these Terms and Conditions do not confer or purport to confer on any third party any benefit or any right to enforce any provisions under these Terms and Conditions, except that: (a) BNY Mellon's affiliates may benefit from and enforce the provisions under these Terms and Conditions; and (b) each Information Provider may benefit from and enforce any right or benefit given to a Information Provider under these Terms and Conditions.
- f. BNY Mellon and You may each exercise, without the consent of any third party, any rights you each may have to amend or rescind these Terms and Conditions.
- g. A notice to either party shall be given in written English and may be delivered personally or sent by first class post, pre-paid recorded delivery or by facsimile to the other party. Any proceedings arising out of these Terms and Conditions will be sufficiently served if served on the relevant party at its given address. Each notice will be effective, in the case of a notice delivered by facsimile, when the sender receives a fax receipt confirming transmission of the fax and, in any other case, will be effective upon actual receipt.

You represent and warrant to BNY Mellon that these Terms and Conditions and the indemnity contained herein have been duly authorized, executed and delivered on Your behalf, that You have full authority to execute these Terms and Conditions, both for the undersigned entities and for any affiliate with Electronic Access, and that the individual executing these Terms and Conditions has the requisite authority to bind the undersigned entities and each such affiliate to these Terms and Conditions, and that these Terms and Conditions constitute Your binding obligation enforceable in accordance with its terms.

[_____] on behalf of itself and any affiliates listed on Schedule A.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

BNY Mellon Fund Services (Ireland) Designated Activity Company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

List of Client's affiliates

