

The Bank of New York Mellon Regulatory Terms

(Belgian Law)

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1 Introduction

When these Regulatory Terms Apply: These Regulatory Terms contain the regulatory information, disclosures and acknowledgements applicable to the Services and may be updated from time to time by BNY without re-execution to reflect changes in Applicable Regulations, regulatory guidance, BNY's regulatory status or related regulatory information. Definitions and shall form part of the terms of any Service Agreement created between you and the Service Provider, pursuant to clause 2.3 of the Framework Agreement

2 Definitions

The following terms shall have the meaning given to them in the Framework Agreement: **"Applicable Regulations"**, **"Regulatory Terms"**, **"Services"**, **"Service Agreement"**, **"Service Form"**, **"Service Module"** and **"Service Provider"**.

The following terms shall have the meaning given to them in the Service Module for Custody Services: **"Cash"**, **"Client Asset Rules"**, **"Client Money Rules"**, **"Client Money Distribution and Transfer Rules"** and **"Distribution"**.

In these Regulatory Terms, the following terms shall have the below meaning:

"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.

"MiFID II" means, together, the Markets in Financial Instruments Directive (Directive 2014/65/EU) and the associated EU regulatory and implementing technical standards and implementing law and regulation in the EEA states.

"MiFIR" means Markets in Financial Instruments Regulation (Regulation (EU) 600/2014).

"Order" means any instructions received by the Service Provider from you or on your behalf or generated by the Service Provider on your behalf in relation to a Transaction.

"Transaction" means a transaction resulting in the acquisition or disposal of a Financial Instrument (as defined in MiFID II).

3 Regulatory Information Document

3.1 The definitions and provisions contained in the "Regulatory Information Document", as amended, restated and/or supplemented from time to time (the **"Regulatory Information Document"**), are incorporated into these Regulatory Terms.

By accepting Services from the Service Provider, you are deemed to have read and agreed the information contained within the Regulatory Information Document. A copy of the Regulatory Information Document may be viewed using the following link: <https://www.bny.com/RID> (the **"Information Website"**).

In the event of any inconsistency between the Regulatory Information Document and these Regulatory Terms, these Regulatory Terms will govern.

3.2 In relation to the Custody Service Module (Belgian law) this clause 3 shall be supplemented with the below:

Terms used in this section have the meaning set out in Service Module.

You acknowledge that any Cash Account the Service Provider opens for you in accordance with the terms of the Service Agreement is not a payment account as defined by the European Payments Services Directive 2015/2366 of 25 November 2015 and its Belgian implementing measures and must not be used to make or receive payments which are not directly related to the servicing of your assets and investment services. If you request the Service Provider to make or receive payments of this kind from or to your Cash Account, or the Service Provider reasonably believes that you are using your Cash Accounts in this way, the Service Provider has the right to refuse to execute your Instructions in relation to those Cash Accounts and may require you to open a payment account with the Service Provider, or a third party, for these purposes. The Service Provider is under no obligation to monitor the use of your Cash Accounts or the purposes of any Instructions the Service Provider receives in connection with the Cash Accounts, although the Service Provider may do so from time to time.

4 Market Transparency Requirements

MiFIR contains an enhanced market transparency regime, which requires the reporting and/or publication of Transactions to regulatory authorities and the public. Please refer to the Information Website for more detailed information on market transparency requirements.

In order for the Service Provider to comply with the Service Provider's Transaction Reporting Requirements or Market Transparency Requirements (as applicable), you agree to provide such information (and updates to such information as may have already been provided) relating to you and your agents, employees, underlying principals or others as the Service Provider may reasonably require in order (and in time) for the Service Provider to comply with any such requirements in respect of transactions or services provided or expected to be provided to you ("**Counterparty Data**").

You hereby: (i) represent to the Service Provider that such Counterparty Data as you deliver is, at the time of delivery, true, accurate and complete in every material respect; (ii) acknowledge and agree that the Service Provider may use the Counterparty Data to comply with its Transaction Reporting Requirements or Market Transparency Requirements, and may rely on the Counterparty Data without investigation, unless and until you inform the Service Provider otherwise; and (iii) undertake to provide the Service Provider, on reasonable notice, with any material changes or updates to the Counterparty Data.

You acknowledge and agree that the Service Provider may refuse to enter into, execute, transmit, deal in or otherwise arrange any Transaction where you have not provided such Counterparty Data (and waiver or procured the waiver of any confidentiality or data protection / privacy obligations in respect of such information) as the Service Provider may reasonably require:

- (a) in order for the Service Provider to comply with any Transaction Reporting Requirements or Market Transparency Requirements in respect of such Transaction; or
- (b) where the Service Provider's non-receipt of such Counterparty Data (including, without limitation, an applicable legal entity identifier code) would mean that the Service Provider is prohibited by Applicable Regulation to enter into, execute,

transmit, deal in or otherwise arrange (as the case may be) such Transaction (including, without limitation, pursuant to Article 13(2) of RTS 22)¹.

5 Concerning the Service Provider

- 5.1** The Bank of New York Mellon SA/NV is regulated and supervised by the European Central Bank together with the National Bank of Belgium, as a significant credit institution under the European Single Supervisory Mechanism. Details about the extent of BNY's regulation by such authorities are available from BNY on request.
- 5.2** The Bank of New York Mellon SA/NV is a member of the Belgian deposit guarantee scheme. However, as it is licensed as a custodian bank (depositobank / banque dépositaire) in accordance with the Belgian Law of 22 February 1998, deposits held at The Bank of New York Mellon SA/NV are not eligible for protection. More information is available at <http://fondsdegarantie.belgium.be>.
- 5.3 Permitted Transactions.** The Service Provider or any of its affiliated companies or associates may act as agent for, provide banking, investment advisory, investment management and other services to, and generally engage in any kind of business with, others (including, without limitation, issuers of securities, money market instruments or other assets held for and on behalf of you) to the same extent as if the Service Provider was not a service provider under the Service Agreement. Nothing in the Service Agreement shall be deemed to restrict the right of the Service Provider or its affiliated companies or associates to perform such services for any other person or entity, and the performance of such services for others will not be deemed to violate or give rise to any duty or obligation to you not specifically undertaken by the Service Provider under the Service Agreement. If the Service Provider, or any of its affiliated companies or associates, provide services which are ancillary to the Service Provider's functions of custodian and banker or carry out other businesses and activities including but not limited to the matters contemplated above, the Service Provider or any of its affiliated companies or associates, as appropriate, may receive and retain any fee, commissions, spreads or other compensation in relation to such service, business or activity.

6 Confidentiality, Information Sharing and Data Privacy

- 6.1 Use of your Information.** You agree and consent to BNY entities using your Information in connection with acting either as the contracting entity under the Service Agreement, or under a transaction, or as service provider or intermediary to you, or otherwise in connection with the performance of the Services and any other obligations under the Service Agreement or transactions and in connection with certain other activities related thereto, including, without limitation, audit, accounting, tax, administration, risk management, credit, legal, compliance, operations, sales and marketing, relationship management, information technology, records and data storage, performance measurement, data aggregation and compilation and analysis of your Information (collectively, the "**Activities**").
- 6.2 Use of your Information:** Notwithstanding anything to the contrary in the Service Agreement, each BNY entity may, in connection with the Activities or for any other purpose permitted under the Service Agreement, collect, use, store and disclose, within and outside of the European Economic Area (including, but not limited to, the United States of America,

¹ Note: Art 20, 21, 26 MiFIR; RTS 1, 2 and 22; SUP 17A

the United Kingdom, Australia, Canada, Cayman Islands, Hong Kong, India, Japan, the Republic of Korea and Singapore) your Information to: (a) other BNY entities; and (b) third-party service providers who are required to maintain the confidentiality of your Information. In addition, the Service Provider may aggregate your Information (other than your Personal Data) with other data collected and/or calculated by the Service Provider, and the Service Provider will own all such aggregated data, provided that the Service Provider shall not distribute the aggregated data in a format that identifies you or any particular individual after such aggregation.

6.3 Disclosure of your Information:

- 6.3.1** You acknowledge that the Service Provider may disclose your Information to governmental, tax, regulatory, law enforcement and other authorities in relevant jurisdictions where the Service Provider operates and/or otherwise as required by law, rule or guideline (including tax reporting regulations) or as requested by such authorities.
- 6.3.2** Your information (including identity information) may be disclosed to any trade repositories, approved reporting mechanisms, approved publication arrangements and any other infrastructure as may be required or permitted by law or regulation in the relevant jurisdictions, by the Service Provider directly or through a third-party service provider.
- 6.3.3** Pursuant to the Belgian rules implementing Directive (EU) 2018/843 of 30 May 2018 (5th Anti-Money Laundering Directive) and certain reporting requirements under Belgian law, the Service Provider is legally required to disclose information regarding you to a central registry organized by the National Bank of Belgium. Further information on the disclosure obligations under such regime are made available on the following website <https://www.bny.com/emea/en/regulatory-resources.jsp#5AMLD> and you agree to review such information (and any future amendments thereto) when published on such website and consent to the disclosure of the information as set out therein.

6.4 Notice of collection, use, storage and disclosure of Personal Data:

- 6.4.1** To the extent applicable, the parties acknowledge and agree that they are separate and independent Controllers in relation to any Personal Data processed pursuant to the relationship between you and BNY 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.
- 6.4.2** You shall ensure that any Personal Data you provide to BNY 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 BNY is entitled to process such Personal Data as set out in the Service Agreement and BNY's privacy notices.
- 6.4.3 EMEA Privacy Notice.** BNY's EMEA privacy notice is contained at <https://www.bny.com/emea/en/privacy.jsp> ("**EMEA Privacy Notice**"), receipt of which is hereby acknowledged by you, and shall apply to BNY's use, storage, and disclosure of Personal Data pursuant to the Service Agreement. You acknowledge

that BNY may make amendments to its EMEA Privacy Notice by posting a revised version at the abovementioned website link (or such other link as BNY may advise from time to time).

6.4.4 APAC Privacy Notice: To the extent that each BNY entity is required to obtain consent for the collection, use, storage and disclosure of Personal Data under applicable Data Protection Laws in any jurisdiction, you confirm that by providing such Personal Data to BNY, you have lawful grounds to allow each BNY entity to collect, use, store and disclose Personal Data in accordance with this Agreement and the notice contained at <https://www.bny.com/corporate/apac/en/privacy-policy-en.html> ("**APAC Privacy Notice**"). You agree that BNY may make amendments and additions to its APAC Privacy Notice by posting a revised version of the APAC Privacy Notice at the above mentioned website link (or such other link as BNY may advise you from time to time). You agree that your maintenance and/or continued use of any service provided by any BNY entity and continued provision of Personal Data to a BNY entity after any such revised version is posted constitutes your deemed confirmation that you continue to have lawful grounds to permit each BNY entity to collect, use, store and disclose Personal Data in accordance with the revised APAC Privacy Notice.

6.5 Confidentiality. The Service Provider and you will at all times respect the confidentiality of the Service Agreement and any arrangements or agreements made or entered into in connection with the Service Agreement, and each agrees not to disclose to any other person any information acquired as a result of or pursuant to the Service Agreement, except:

- (a) to its officers, employees, agents, delegates, legal and other advisers and auditors;
- (b) in the case of the Service Provider, to any BNY entities and their officers, employees, agents, delegates, legal and other advisers and auditors;
- (c) with the consent of the other party; or
- (d) if disclosure is necessary in connection with any registration of any security or to comply with any applicable law, regulation, the rules of any relevant governmental body, regulatory authority, revenue authority, the rules of any securities or stock exchange or an order of a court, tribunal, regulatory authority or other party, or as otherwise agreed, and where you are making such a disclosure, the Service Provider is given prior notice of the disclosure unless such notification is prohibited by applicable law, governmental or regulatory authority, exchange, court or tribunal.

6.6 Definitions: For the purposes of this Clause 6, the following terms shall have the following meanings:

- (e) "**BNY**" and "**BNY entity**" means The Bank of New York Mellon Corporation and/or each of its affiliated companies and associates (including each of their respective branches and representative offices, individually and/or collectively), acting either as the contracting entity under this Service Agreement or as BNY or intermediary to The Bank of New York Mellon, London Branch, or otherwise in a relationship with you;
- (a) "**your Information**" means data regarding you and your affiliated companies and associates and either the Collateral Receiver's Account or the Collateral Provider's Account, as the context may require, including Personal Data; and

- (b) **"Personal Data"** means any information relating to an identified or identifiable natural person.

This Clause 6 shall survive termination of the Service Agreement.

7 Provision of Information

You consent to the provision by the Service Provider of the following information, where not personally addressed to you, by means of a website (which may or may not be in addition to other means of communication):

- (a) general information about the Service Provider and its Services;
- (b) information about the nature and risks of certain financial instruments;
- (c) information concerning the safeguarding of financial instruments and holding of client money;
- (d) information on costs and associated charges;
- (e) information about the Service Provider's order handling and execution policies, conflicts of interest policies, complaints policies and other policies of the Service Provider; and
- (f) any other information required to be provided to you under applicable law or regulation.

The websites where such information is available can be viewed using these links:

- <https://www.bny.com/RID>
- <https://www.bny.com/emea/en/regulatory-information.html>

or any such other website or websites as the Service Provider may notify to you from time to time.

8 Computer Services and electronic access

The Service Provider may, at your request, provide certain Computer Services to you and other persons on terms that are agreed by the Service Provider and you (and, in some cases, with the other person) under a separate written agreement. Where Computer Services are provided, you accept that Instructions may be validly transmitted by electronic means and expressly waive the right to bring any action or assert any defence on the sole ground that an Instruction was given by electronic means, via the internet or via non-encrypted electronic mail.

For the purposes of this Clause 8:

"Computer Services" means those electronic access services and electronic communication facilities (if any), which may also allow an Authorised Person to transmit Instructions through an electronic access system offered by the Service Provider as may be agreed from time to time pursuant to the Service Agreement.

9 No Reliance - No Advice

Neither the Service Provider nor any of its affiliates shall owe you any duty to advise you upon the merits, suitability and appropriateness of any Services entered into or contemplated by you unless specifically agreed otherwise in writing.

The provision of any Service by the Service Provider pursuant to the Service Agreement will not, unless specifically agreed between you and the Service Provider in writing, give rise to any advisory, fiduciary or equitable duties on the part of the Service Provider or its affiliates other than those expressly provided for in the Service Agreement.

You agree that nothing contained in the Service Agreement shall create any fiduciary, trustee, agency, joint venture or partnership relationship between the Service Provider or any affiliate of the Service Provider, on the one hand, and you or any affiliate of yours on the other.

Without limitation to the generalities of the foregoing, neither the Service Provider nor any of its affiliates shall give you legal, regulatory, accounting, taxation, financial or any other advice in relation to any Services, trading decisions or products and you are solely responsible for seeking and obtaining your own advice and taking your own trading decisions.