

## TERMS OF BUSINESS

The parties hereby agree that these Terms of Business shall apply to all Service Schedules into which these Terms of Business are incorporated by reference and shall form part of the Contract (as defined below).

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions

1.1 In the Contract, unless otherwise expressly provided, or unless the context requires otherwise, the following terms have the following meanings:

**"Affiliates"** means any entity that Controls, is Controlled by or is ultimately under common Control with a party.

**"Applicable Laws"** in respect of Broadridge, means the laws and regulations which apply to its business generally and as a supplier of the Services and, in respect of Client, means the laws and regulations which apply to its business generally and as a recipient of the Services.

**"Broadridge"** the Broadridge entity which has signed a contract with Client for Client's use of the Service.

**"Broadridge Information Security Rider"** means the Broadridge Information Security Rider made available to Client from time to time, upon Client's written request.

**"Broadridge IP"** has the meaning given to it in clause 5.1.

**"Charges"** means the Fees, Expenses and Pass-Through Charges.

**"Client"** the entity which has signed a contract with Broadridge for Client's use of the Service.

**"Client Materials"** has the meaning given to it in clause 5.2.

**"Client Personal Data"** means any personal data which Client puts through the Services for Broadridge to process, or that is generated for Client as a result of the operation of the Services.

**"Confidential Information"** means information of a confidential nature obtained from the Discloser (as defined below) or its Affiliates in discussions leading to the Contract and subsequently received pursuant to the Contract, including business, assets, affairs, customers, clients, suppliers and their information, plans, operations, processes, product information, know-how, technical information, designs, trade secrets and software. Every element of the Services and Documentation shall be deemed Broadridge's Confidential Information.

**"Contract"** has the meaning set out in clause 2.3.

**"Control"** means, with respect to any entity, the possession, directly or indirectly, of (a) 50% or more of the beneficial ownership of the voting securities, or other ownership interests, of such entity, or (b) the power to direct, or cause the direction of, the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest) by contract, or otherwise.

**"Documentation"** means the documentation made available to Client by Broadridge for aiding the use of the

Services, or otherwise as part of the provision of the Services.

**"Expenses"** means all travelling, accommodation, subsistence and/or other out-of-pocket expenses which have been pre-approved by Client and incurred by Broadridge in the performance of the Services.

**"Fees"** means the fees and charges payable by Client to Broadridge under the Contract excluding Expenses and Pass-Through Charges.

**"Force Majeure Event"** means any circumstance not within a party's reasonable control including: fire, war, uprisings, sanctions, riots, terrorist attacks, pandemic, epidemic diseases, any labour or trade dispute, or industrial action (other than by the party seeking to rely on this Force Majeure Event); interruption or failure of utility service, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota, or prohibition, or legislative enactment, accidents and natural disasters.

**"Good Industry Practice"** means the exercise of the level of skill, care and diligence that can be reasonably expected from a leading supplier of services of the type similar to the Services being provided under the Contract.

**"Insolvency Event"** means where a party: (i) passes a resolution for its winding up, or has an order made by a court against it for its winding up; (ii) has a liquidator, receiver, judicial custodian, administrator, or similar officer appointed; (iii) ceases to carry on business; or (iv) is subject to anything analogous to the foregoing under the laws of any applicable jurisdiction.

**"Intellectual Property Rights"** means any current and future intellectual property rights, including: copyrights, design rights, trademarks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how (including commercial know-how), patents, utility models, semiconductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights, all intangible rights and privileges of a nature similar, analogous, or allied to any of the above; in every case in any part of the world and whether, or not, registered (including in relation to the above all granted registrations and all applications for registration, all renewals, reversions or extensions) and all forms of protection of a similar nature which may subsist anywhere in the world.

**"Pass-Through Charges"** means any third party costs and charges in connection with the provision of the Services that Broadridge pays to the relevant third party suppliers which are agreed with Client and set out in the Service Schedule.

**"Services"** means the services set out in the Service Schedule. Where Broadridge licences software to Client,

the definition of “Services” shall include the software, as the context requires.

“**Service Schedule**” has the meaning set out in **clause 2.1**.

“**Specifications**” means the specifications, or the functionality, of the Services as set out or referenced in the Service Schedule.

“**Third Party Services**” mean any data, services, products, documentation, programs, or other item that is provided, operated, or made available, by any third party who is not under the control of Broadridge, used in connection with the Services, including any source that disseminates market data (including consolidated or direct data feed providers, ticker plant solutions or sources), liquidity pools, exchanges (including any destination to which Client can submit orders, quotes, or RFQs), connectivity service providers, cloud providers, internet service providers, data communication providers and/or those third parties to, or from, whom Broadridge sends or receives data on Client’s behalf.

“**Translations**” means linguistic translations of Client Materials created by Broadridge for Client during the provision of the Services.

- 1.2 In these Terms of Business, unless otherwise provided, references to a clause are references to a clause of these Terms of Business; references to an Appendix are references to an appendix to these Terms of Business; and references to a paragraph are references to a paragraph in an Appendix.
- 1.3 The Broadridge Information Security Rider and the following Appendix United Kingdom/European Union Personal Data Additional Provisions (if applicable) form part of these Terms of Business.
- 1.4 In the Contract:
- a) the words and phrases “includes”, “including” or “in particular” (as well as any similar words or expressions) are without limitation to the generality of any preceding words and any preceding words will not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible and will be deemed to be immediately followed by the words “without limitation”; and
  - b) the word “termination” will be construed to include the word “expiry”.

## 2. Service Schedule and Contract

- 2.1 Where Client wishes Broadridge to provide services, the parties will execute a service schedule (in the pro-forma to be provided by Broadridge which references and incorporates these Terms of Business (“**Service Schedule**”).
- 2.2 Each Service Schedule and these Terms of Business, which are incorporated into it by reference (collectively referred to as the “**Contract**”) will constitute a separate standalone contract for the subject matters of that Service Schedule. Neither party shall have any liability or right under these Terms of Business (on its own) independent of a Contract.
- 2.3 If there are any inconsistencies between the Service

Schedule and these Terms of Business, the following order of precedence will apply; the top document prevailing over the document(s) below it:

- a) Service Schedule;
- b) main body of these Terms of Business;
- c) Appendices and Attachments to these Terms of Business.

## 3. Services

- 3.1 Client engages Broadridge and Broadridge agrees to provide to Client the Services during the term of the Service Schedule (as set out in the Service Schedule) on the terms and conditions of the Contract.
- 3.2 Client shall make available (at no charge to Broadridge) all information, facilities, third party items and personnel reasonably required by Broadridge for the performance of the Services.
- 3.3 Client is responsible for ensuring that the necessary network and communications links are installed and fully operational within its systems to enable Client to use the Services.
- 3.4 With respect to access to any technology, products and services of Broadridge or its licensors (“**Broadridge Technology**”) where Client controls authentication, including but not limited to a log-in identification and password, federated single sign-on capabilities (SAML), API access and certificate-based authentication protocols, Client shall be solely responsible for the provisioning and de-provisioning (except for those Services where Broadridge is explicitly responsible for provisioning and de-provisioning), distribution, selection, use and safeguarding of all identifying credentials in its control, and for the verification of the identity of each user or machine and its level of authorization to access any Broadridge Technology. Client will use any authentication feature only in accordance with the reasonable instructions established by Broadridge from time to time and communicated in writing to Client. Client will notify Broadridge immediately upon (but no more than 24 hours after) the occurrence of a security incident that compromises any identifying credentials (whether controlled by Client or provided by Broadridge), regardless of whether Client can determine if any credential has been used without authorization. Client shall be responsible for any unauthorized access to or use of any Broadridge Technology in violation of this **clause 3.4**.

## 4. Charges and Payment

- 4.1 All Charges are exclusive of value added taxes, goods and services taxes, sales taxes, consumption taxes and similar taxes in any jurisdiction and taxes imposed in substitution for the foregoing (together “**VAT**”). Any VAT on the Charges which Broadridge is required by law to account to a tax authority shall additionally be paid by Client to Broadridge by the due date for payment for the Charges. Where Client is required by law to account for the VAT to a tax authority, Client shall self-assess and remit the VAT to the appropriate tax authority. Upon Broadridge’s written request, Client shall provide written proof of such self-assessment and remittance to Broadridge.

- 4.2 Client shall reimburse Broadridge for all Expenses. All Expenses will be invoiced monthly in arrears and will, at Client's request, will be evidenced by copies of receipts, or relevant supporting documentation.
- 4.3 Subject to **clause 4.4**, all undisputed Charges and VAT shall be due and payable within 30 days of the date of receipt by Client of the invoice without any deduction, or set-off. If Client fails to pay any undisputed Charges, VAT, or any part of them within such 30-day period, Broadridge may:
- a) charge interest on such overdue sum on a day-to-day basis from the due date until paid in full in cleared funds at the rate of 1.5 per cent per month (but in no event more than the highest interest rate permitted by law); and/or
  - b) on not less than 5 days' prior written notice to Client, suspend provision of the Services. The Services will resume upon the receipt of payment of such overdue sum (with interest) by Broadridge in cleared funds.
- 4.4 If there is a bona fide dispute on any invoice, Client shall notify Broadridge in writing, specifying in sufficient detail the basis of such dispute, within 20 days of its receipt of the invoice; failing which Client shall be deemed to have accepted the invoice. Client shall pay the undisputed part of such invoice in accordance with **clause 4.3**. The parties shall in good faith promptly resolve such dispute. If the result of such resolution determines that the invoice is:
- a) correct, the interest under **clause 4.3** shall start to accrue from the date of the original invoice; or
  - b) incorrect, Broadridge shall issue a new correct invoice and **clause 4.3** shall apply to such new invoice.
- 4.5 If Client is required to withhold any taxes from the Charges, the amount of the payment due will automatically be increased to totally offset such tax, so that the amount actually remitted to Broadridge, net of all taxes required to be withheld, equals the amount invoiced, or otherwise due. Where necessary for Client to determine the applicable rate of withholding tax, Broadridge will provide a copy of its certificate of tax residence to Client. Upon Broadridge's reasonable request, Client shall promptly furnish Broadridge with copies of the official receipts evidencing payments of taxes due under, or in relation to, the Charges to the appropriate taxing authority.
- 4.6 If Broadridge is delayed, impeded, or obliged to spend additional time or incur additional expenses, in the performance of any of its obligations under the Contract by reason of any act or omission of Client, its employees, agents or contractors (including the provision of any incorrect or inadequate data, information, or instructions), notwithstanding anything else contained in the Contract:
- a) Broadridge will use its reasonable endeavours to mitigate the effect of such delay, or impediment;
  - b) Broadridge will not be liable for any resulting breach of the Contract and any target time specified for the performance by Broadridge of any of its obligations will be extended to account for such delay or impediment;
  - c) Broadridge will be entitled to charge Client for any additional time spent (at Broadridge's then-current time and materials rate) and expenses reasonably incurred in carrying out such obligations and caused or rendered necessary by such act or omission; and
- d) Client will not be relieved of any of its payment obligations under the Contract.
- ## 5. Intellectual Property Rights
- 5.1 Unless otherwise agreed by the parties in writing, Client acknowledges and agrees that all Intellectual Property Rights in all technology (including software), data, Documentation, Translations and other materials supplied under the Contract, and/or created or developed by and/or on behalf of Broadridge in the performance of the Contract and all copies, improvements, derivations and/or modifications thereof (the "**Broadridge IP**"), shall belong to and remain vested in Broadridge or its licensor(s). Broadridge retains the right to use any and all Broadridge IP for whatever purpose it sees fit. Client shall not acquire any rights in Broadridge IP, other than as specifically licensed under the Contract. Client must not act in a way which is inconsistent with, or undermines, Broadridge's, or its licensors', right of ownership, for example, by seeking to register rights in the Broadridge IP in Client's own name, or by seeking revocation of any of Broadridge's, or its licensors', registered rights in the Broadridge IP. Client shall carry out all acts as are necessary to give effect to this **clause 5.1**.
- 5.2 Broadridge acknowledges and agrees that all Intellectual Property Rights in all software and materials supplied under the Contract by and/or on behalf of Client in the performance of the Contract ("**Client Materials**") will belong to and remain vested in Client, or its licensor(s). Client grants to Broadridge (with a right to sub-licence to its Affiliates and sub-contractors) a non-exclusive licence to use such Client Materials, in whole or in part, for the purpose of performing Broadridge's obligations under the Contract. Broadridge will not acquire any rights in such Client Materials other than as specifically licensed under the Contract.
- 5.3 Except as expressly permitted under the Contract, Client agrees not to remove, suppress, or modify, in any way, any proprietary marking, including any trademark, or copyright, notice, on, or in, any software or materials provided by Broadridge under the Contract, or any copies of them. Where Client is permitted to make copies of such software, or materials, Client shall incorporate such proprietary markings in every such copy.
- 5.4 The following additional provisions apply if Broadridge provides Translations to Client under the Contract:
- a) Broadridge hereby grants to Client a non-exclusive, perpetual, irrevocable, worldwide licence to copy, modify, and otherwise use the Translations provided to Client under the Contract; and
  - b) Client grants to Broadridge (with a right to sub-licence to its Affiliates and sub-contractors) a non-exclusive, perpetual, irrevocable, worldwide licence to use any Client Materials provided for or in connection with the Translations, in whole or in part, for the purpose of providing, maintaining, developing and improving Broadridge's products and services.
- 5.5 This **clause 5** will survive the termination of the Contract or any part of it.

## 6. Warranties

- 6.1 Broadridge warrants to Client that:
- the Services will be provided using reasonable care and skill and in accordance with Good Industry Practice;
  - the Services will, when used in accordance with the Contract, comply with the Specifications in all material respects. Any breach of this warranty will be remedied in accordance with the support services as set out in the Service Schedule; and
  - the Documentation will enable suitably qualified and experienced employees of Client to make use of the functions of the Services.

- 6.2 Each party warrants to the other party that:
- it will perform its obligations under the Contract in compliance with all Applicable Laws; and
  - at the effective date of the Service Schedule, it has the full capacity and authority to enter into and perform the Contract;

- 6.3 To the fullest extent permitted by law, except as expressly provided in the Contract, Broadridge expressly disclaims all conditions, representations and warranties, express or implied, statutory, or otherwise, including any implied warranties, or conditions of satisfactory quality, merchantability, or fitness for a particular purpose with respect to the Services and Documentation or any part of them.

- 6.4 Client is solely responsible for:
- selecting and determining whether the Services will be suitable for Client's purpose;
  - ensuring the accuracy of any input data used with the Services;
  - any decisions it makes as a result of the provision or receipt of the Services;
  - establishing and maintaining; (i) adequate operational backup procedures; and (ii) unless otherwise expressly set out in the Contract, all necessary backups of information, data and documents in connection with the use of the Services.

- 6.5 Broadridge will not knowingly include any disabling, or malicious, code into the Services. If Broadridge detects any such code in the Services, it shall take reasonable steps to seek to eliminate that code as promptly as reasonably practicable. Broadridge will use appropriate virus scanning software on the Services before delivering the Services to Client. Client will use appropriate virus scanning software on its equipment, connectivity, data and software to detect and prevent disabling or malicious code from entering the Services, or Broadridge systems and software.

## 7. Anti-Bribery and Code of Conduct (including Modern Slavery)

- 7.1 Each party undertakes and warrants to the other party that it shall not do anything which is in violation of all/any applicable anti-bribery laws.
- 7.2 Broadridge shall act in an ethical and socially responsible manner and adhere to international standards on human rights, in accordance with its code of conduct, including

compliance with applicable anti-trafficking or anti-slavery offences (including the UK Modern Slavery Act 2015).

## 8. Data Protection

- 8.1 Each party shall comply with its own obligations under the applicable data protection and privacy laws in the supply and use of the Services (as applicable).

- 8.2 The parties acknowledge and agree that:
- Client shall be the data controller in respect of the Client Personal Data; and
  - in providing the Services, Broadridge shall process Client Personal Data as data processor acting for and on behalf of Client.

- 8.3 Broadridge will process the Client Personal Data only on documented instructions from Client as set out in the Contract unless:

- Broadridge is required to process Client Personal Data to comply with Applicable Laws, in which case Broadridge will notify Client of such legal requirement prior to such processing unless such Applicable Laws prohibit notice to Client on public interest grounds.
- Broadridge considers that any instructions from Client relating to processing of Client Personal Data may put Broadridge in breach of any data protection and privacy laws, in which event, Broadridge will be entitled not to carry out that processing and will not be in breach of the Contract or otherwise liable to Client as a result of its failure to carry out that processing.

- 8.4 Broadridge will ensure that any individual authorised to process Client Personal Data has committed itself to a confidentiality obligation, or is under an appropriate statutory obligation of confidentiality.

- 8.5 Where relevant to the Services, at the written request of Client, Broadridge will delete, or on terms to be agreed between the parties in writing return to Client, all Client Personal Data after the end of the provision of Services. However, Broadridge will be entitled to retain any Client Personal Data to comply with Applicable Laws or which it is required to retain for insurance, accounting, taxation, or record keeping purposes.

- 8.6 Broadridge will, in respect of the Client Personal Data:
- implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Client Personal Data, in particular from a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Client Personal Data ("**Data Security Incident**"); and
  - notify Client without undue delay after becoming aware of a Data Security Incident.

- 8.7 The provisions in **Appendix United Kingdom/European Union Personal Data Additional Provisions** shall apply to the Contract where the Data Protection Laws (as defined in that Appendix) apply to the processing by Broadridge of the Client Personal Data.

## 9. Confidentiality

- 9.1 Each party ("**Receiver**") undertakes to the other party ("**Discloser**"):
- a) to keep confidential the Discloser's and its Affiliates' Confidential Information;
  - b) to keep confidential the Discloser's and its Affiliates' Confidential Information using at least the same degree of care as it affords its own Confidential Information;
  - c) not to disclose the Confidential Information in whole, or in part, to any third party without the Discloser's prior written consent except to:
    - i. the Receiver's and the Receiver's Affiliates' employees, agents and sub-contractors (other than sub-contractors who are the Discloser's competitors) involved in the supply or use of the Services (as the case may be); and
    - ii. to the Receiver's and the Receiver's Affiliates' bankers, professional auditors, professional advisers, including legal advisers and financial advisers,
    - iii. (all such entities referred to as the "**Receiver Representatives**") on a confidential and need-to-know basis on terms no less onerous than this **clause 9**, but without any right to disclose such Confidential Information to any third party. The Receiver shall be responsible for any breach by any of the Receiver Representatives of the Receiver's confidential obligations under the Contract; and
    - iv. to use the Confidential Information solely in connection with the performance of the Receiver's obligations and the exercise of the Receiver's rights under the Contract.
- 9.2 The confidentiality obligations in **clause 9.1** will not apply if the Receiver is required by any court, government, or other regulatory body, or law, or regulations to disclose the Confidential Information, but only to the extent required by law and provided that the Receiver gives the Discloser written notice as soon as practicable of such requirement subject to any restrictions imposed by the court, government, regulatory body, law or regulations.
- 9.3 The confidentiality obligations in **clause 9.1** will not extend to Confidential Information which:
- a) has ceased to be confidential without default on the Receiver's part;
  - b) was already lawfully in the Receiver's possession prior to disclosure by the Discloser;
  - c) has been received from a third party who did not acquire it in confidence;
  - d) is permitted by the Discloser to be disclosed without an obligation of confidence;
  - e) was available to the Receiver on a non-confidential basis prior to disclosure by the Discloser; or
  - f) is developed by, or for, the Receiver independently of the Discloser's Confidential Information.
- 9.4 Nothing contained herein will in any way restrict or impair Broadridge's right to use, disclose or otherwise deal with, aggregated and/or statistical data (excluding third party licensed data) created, or received, in the course of providing the Services, provided that any such use does not disclose any of the Client Personal Data.
- 9.5 Client acknowledges and agrees that Broadridge utilizes third party and internally developed artificial intelligence models, algorithms, software and services ("**AI Technology**") in connection with Broadridge solutions and services for operational support, to improve the Services, to incorporate as a new feature or function of the Services, and for development of new services; and that such use may require Broadridge and/or third parties to process Client's and its Affiliates' Confidential Information, and to use such Confidential Information to build, train and/or fine tune AI Technology; provided that the output of such use of AI Technology cannot disclose to any unauthorized third party any of Client's or its Affiliates' Confidential Information or any Client Personal Data, unless otherwise agreed to by Client. Aggregated or statistical datasets may be created, provided that no resulting dataset identifies Client's customers nor discloses any of Client's or its Affiliates' Confidential Information.
- 9.6 This **clause 9** shall survive the termination of the Contract or any part of it.
- 10. Limitation of Liability**
- 10.1 Subject to **clauses 10.2** to **10.4** and save for Client's liability to pay the Charges, each party's total liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) in tort (including negligence), indemnity, equity, contract, statutory duty, or otherwise, arising out of, in connection with, or under, the Contract in each Year (defined below) shall not exceed the total Fees paid and/or payable by Client to Broadridge under the Contract during that Year.
- For the purposes of this **clause 10.1**, "**Year**" in respect of the Contract means each successive 12-month period commencing from the effective date of the Service Schedule
- 10.2 The monetary limitations under **clause 10.1** shall not apply to:
- a) any breach or infringement by Client of any licence, or any other Intellectual Property Rights, granted to Client under the Contract; and/or
  - b) the third-party claims indemnity set out in **clause 15.2(d)**.
- 10.3 Subject to **clause 10.4**, neither party shall be liable (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) in tort (including negligence), indemnity, equity, contract, statutory duty, or otherwise, arising out of, in connection with, or under, the Contract for:
- a) loss, or corruption of, data;
  - b) loss of profit;
  - c) loss of operation time;
  - d) loss of goodwill;
  - e) loss of business;
  - f) loss of opportunities;
  - g) loss of revenue;
  - h) loss of anticipated savings;
- in each case, whether such loss in **sub-clause (a) to (h)** is a direct, indirect or consequential loss; and/or
- i) any special, indirect or consequential loss, damage, cost or expense of any kind whatever and however caused.
- 10.4 Nothing in the Contract is intended and nor shall it be construed as an attempt by any party to exclude, or limit,

its liability for any liability to the extent that such liability cannot be excluded, or limited, under any applicable law, including liability for death, or personal injury, caused by its negligence and fraudulent misrepresentation.

10.5 Both parties acknowledge and agree that the limitations and exclusions of liability set out in this **clause 10** are reasonable in the light of all the circumstances existing as at the date of the execution of the Service Schedule and have been agreed taking into account the commercial value of the Contract to each party and the commercial standing of each party.

10.6 Both parties will use reasonable endeavours to mitigate any loss, damage, liability, costs, expenses and indemnity arising out of, in connection with, or under the Contract.

10.7 This **clause 10** shall survive the termination of the Contract or any part of it.

## 11. Term and Termination

11.1 The term of the Contract is as set out in the Service Schedule.

11.2 Either party may terminate the Contract on written notice if the other party commits a material breach of the Contract and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of a written notice from the non-defaulting party specifying the breach in reasonable detail and containing a warning of an intent to terminate if the breach is not remedied provided however such right to terminate will cease if such breach is remedied before the expiry of that 30-day period.

11.3 Without prejudice to any other rights and remedies available to Broadridge, if Client fails to pay any Charges within 15 days of the due date, Broadridge may, on not less than 15 days' prior written notice (such notice to include a statement that Broadridge intends to exercise its right under this **clause 11.3**), terminate the Contract if Client fails to pay those Charges within that 15-day notice period provided however that such right to terminate will cease if Client pays and Broadridge receives those Charges in cleared funds before that 15-day notice period expires.

11.4 Either party may terminate the Contract on written notice to the other upon the occurrence of an Insolvency Event affecting the other party.

11.5 Broadridge may terminate the Contract on written notice if Client is in breach of, or infringes, any licence, or any other Intellectual Property Rights, granted to Client under the Contract.

## 12. Consequences of Termination

12.1 Upon any termination of the Contract, Client shall cease to use the Services and Documentation.

12.2 Where required by Client, at the end of the Contract, Broadridge will provide such transitional services on terms agreed between the parties in the Service Schedule, or otherwise in writing.

12.3 Any termination of the Contract is without prejudice to any other rights, or remedies, a party may be entitled to under the Contract, or at law. It does not affect any accrued rights, or liabilities, of any party, nor any provision which is expressly, or by implication, intended to come into force on, or to continue in force after, termination.

## 13. Change Control Procedure

13.1 Any change of the scope of the Services shall be agreed in writing by the parties.

## 14. Information Security and Business Continuity

14.1 Broadridge shall provide the Services in accordance the security measures and business continuity provisions as set out in the Broadridge Information Security Rider.

14.2 Without limiting any rights under the Contract, in the event Broadridge is declared insolvent, or is wound up (or equivalent) the Client will have the immediate right to retrieve all Client data unless prohibited by law, or the order of a governmental, or regulatory body, or insolvency practitioner (or equivalent).

## 15. Sub-contractors and Third Party Services

15.1 Broadridge shall be responsible for the actions of any of its sub-contractors in relation to any part of the Services that have been sub-contracted to these sub-contractors which amount to a breach of any of Broadridge's obligations under the Contract. Client agrees that Third Party Services providers are not, and will not be deemed to be, sub-contractors, or agents, of Broadridge under any Contract and the connectivity, data, or other services that they provide shall not be sub-contracting.

15.2 If any Third Party Services are required for Client to use, or benefit from, the Services, unless otherwise expressly agreed between the parties in writing, Client is solely responsible to procure and pay for those services. Where Broadridge procures any Third Party Services:

- a) unless otherwise agreed between the parties in writing, Broadridge will pass on, and Client shall reimburse Broadridge for, all charges payable for those Third Party Services;
- b) Client shall enter into required agreements and/or comply with the terms of use for the Third Party Services which are made available or required by the Third Party Services providers and/or by Broadridge;
- c) Notwithstanding **clause 6.1**, the Third Party Services are provided as-is and without any warranty and Broadridge shall not be responsible or liable for: (i) the provision, or non-provision of, or any defect within, the Third Party Services; (ii) Client's use of the Third Party Services; or (iii) Client's inability to use the Services if caused by the Third Party Services; and
- d) Client shall indemnify, defend and hold harmless Broadridge and its Affiliates ("**Broadridge Indemnitees**") from and against any and all losses, damages, liabilities and related costs and expenses incurred by Broadridge Indemnitees arising out of, or resulting from, any third-party claim against Broadridge Indemnitees arising out of, from, or in connection with, any use of the Third Party Services.

## 16. Notices

16.1 Any notice under the Contract must be made in writing and in English. It must be addressed to the person and at the address set out in the Service Schedule or to such other address as notified to the other party from time to time in accordance with this clause. It may be sent by prepaid next day recorded mail, by courier, or by email. Unless earlier receipt is evidenced, a notice will be deemed to have been received, if sent by:

- a) prepaid next day recorded mail, or courier – the following business day; and
- b) email, at the time of transmission, provided that the receipt has been confirmed by the recipient, or despatch can be proven by the sender.

16.2 This clause shall not limit the right to serve process in any other manner permitted by law.

## 17. General

17.1 Neither party will be in breach of the Contract, nor liable for delay in performing, or failure to perform, any of its obligations under the Contract, if such delay, or failure, results from any Force Majeure Event. The affected party must notify the other party as soon as possible of such Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

17.2 Client shall not assign any of its rights under the Contract to any third party without the prior written approval of Broadridge. Unless otherwise agreed in the Service Schedule, Client shall not use the Services to process any data generated as a result of any acquisition or merger in which Client or its Affiliates participates.

17.3 In the event any provision, or part provision, of the Contract is, or becomes, invalid, illegal, or unenforceable, it shall be deemed deleted, but such deletion will not affect the validity, or enforceability, of the rest of the Contract. The parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision, failing which the Contract shall be carried out as nearly as possible according to its original terms and intent.

17.4 No delay, or failure, by either party to exercise any of its powers, rights, or remedies under the Contract will operate as a waiver of them, nor will any single, or partial, exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver must be in writing to be effective.

17.5 Nothing in the Agreement, or any Contract, shall constitute, or be deemed to constitute, a partnership, or joint venture, between the parties, nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of the other party for any purpose. Neither party has the power, nor the right, to bind, or make a commitment on behalf of, the other

party and neither party will hold itself out as having such authority.

17.6 The Contract contains all the terms which the parties have agreed in relation to the transactions provided for in the Contract and supersedes all other provisions, conditions, warranties, assurances, contracts, arrangements, representations (other than fraudulent misrepresentations), or understandings between the parties whether written, arising from custom, or oral, in respect of those transactions.

17.7 No variation of these Terms of Business, or any Contract, shall be effective unless made in writing and signed by each of the parties to Contract.

17.8 The parties do not intend that any of the terms of the Contract will be enforceable by virtue of the (English) Contract (Rights of Third Parties) Act 1999 by any person not a party to the Contract.

17.9 If Broadridge is prohibited from continuing with the Contract as a result of any regulatory prohibition, or restriction, including:

- a) Client, its owner (member or shareholder), any individual serving on Client's management bodies, or any of Client's beneficial owners, is or becomes (directly or indirectly) an individual or entity included in any sanctions lists of persons, or subject to any restrictions by the export control, or sanction, laws, or statutory instruments of the United States of America, the European Union, United Kingdom or other jurisdictions; or
- b) the country in which Client or its Affiliate is incorporated, operates or receives the benefit of the Services is, or becomes, sanctioned by any sanction laws or statutory instruments of the United States of America, the European Union, United Kingdom or other jurisdictions,

Broadridge will notify Client in writing of such prohibition or restriction (each of the above event a "**Prohibiting Event**") and the parties shall take reasonable efforts to find a reasonable mutual lawful solution to continue with the performance of the Contract. Notwithstanding the foregoing obligation to find a solution, Broadridge may, upon the occurrence of a Prohibiting Event, on written notice to Client, terminate the Contract without any liability.

17.10 The Contract and any dispute, or claim, arising out of, in connection with, or under, it or its subject matter, or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

17.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, or claim, arising out of, in connection with, or under, the Contract or its subject matter, or formation (including non-contractual disputes or claims).

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## Appendix United Kingdom/European Union Personal Data Additional Provisions

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The provisions in this Appendix shall apply to a Service Schedule where the Data Protection Laws apply to the processing by Broadridge of the Client Personal Data.

In this Appendix, “**Data Protection Laws**” means to the extent that UK GDPR (as defined in Data Protection Act 2018) applies, Applicable Laws of the United Kingdom, or part of it, which relate to the protection of the Client Personal Data and to the extent the General Data Protection Regulation 2016/679 applies, Applicable Laws of the European Union or any member state of the European Union to which Broadridge or Client is subject, which relate to the protection of the Client Personal Data.

1. Broadridge will only transfer Client Personal Data to a country outside the United Kingdom, or European Economic Area, (“**International Transfer**”) if:

- a. the government of United Kingdom, or the European Commission, makes a binding decision that the country, or territory, to which the International Transfer is to be made ensures an adequate level of protection for processing of Personal Data;
- b. Broadridge, or the relevant Sub-Processor, provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case Client will execute any documents (including data transfer agreements) relating to that International Transfer which Broadridge, or the relevant Sub-Processor, requires it to execute from time to time; or
- c. Broadridge, or the relevant Sub-Processor, is required to make the International Transfer to comply with applicable laws, in which case Broadridge will notify Client of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to Client on public interest grounds.

2. Broadridge will, in respect of the Client Personal Data, provide reasonable assistance to Client (at Client's cost and expense) in:

- a. complying with its obligations under the Data Protection Laws relating to the security of processing the Client Personal Data;
- b. responding to requests for exercising data subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
- c. documenting any Data Security Incidents and reporting any Data Security Incidents to any supervisory authority and/or data subjects; and
- d. conducting privacy impact assessments of any processing operations and consulting with

supervisory authorities, data subjects and their representatives accordingly.

3. Broadridge will:

- a. following Client's reasonable request (at Client's cost and expense) make available to Client all information necessary to demonstrate Broadridge's compliance with Broadridge's data protection obligations under the Contract; and
- b. allow for and contribute to audits, including inspections, conducted by Client, or a professional auditor mandated by Client, provided that:
  - i. Client gives Broadridge reasonable prior written notice of such audit;
  - ii. such audit shall be performed not more than once every 12 months;
  - iii. such audit is carried out at Client's cost during Broadridge's business hours;
  - iv. Client and/or its auditor shall not cause any disruption to Broadridge's business;
  - v. Client or its auditor shall only be given access to the Client Personal Data and not to personal data of any third party;
  - vi. Client and/or its auditor shall not copy, or remove, any materials from the premises where the audit is performed; and
  - vii. any materials disclosed to Client and/or its auditor during such audit and the result and outcome of such audit shall be kept confidential between the parties.

4. Broadridge shall only engage third parties for the processing of the Client Personal Data which are approved by Client (“**Sub-Processors**”). Broadridge will inform Client of any intended changes concerning the addition, or replacement, of Sub-Processors, thereby giving Client the opportunity to object to such changes provided that Client shall not make any such objection if the replacement sub-processor has security measures for the Client Personal Data which are consistent with the security measures of Broadridge.

5. Where Broadridge appoints a Sub-Processor, Broadridge will put in place a written contract between Broadridge and the Sub-Processor that specifies the Sub-Processor's processing

activities and imposes on the Sub-Processor the same terms (in substance) to those imposed on Broadridge in the Contract. Broadridge will remain liable to Client for performance of the Sub-Processor's obligations under the Contract.

6. Data Protection Particulars

The characteristics of the processing of Client Personal Data carried out by Broadridge as Data Processor on behalf of Client as Data Controller (e.g. the object, nature and purpose of the processing, the type of personal data and the categories of data subjects) are as follows (unless particulars are more specifically set out in the Service Schedule):

- a. Broadridge is authorised to process, on behalf of Client, the necessary Client Personal Data for the provision of the Services;
- b. the purposes of the processing of Client Personal Data is to provide the Services and, in particular, to collect and process Client employee data for the purpose of providing support and maintenance;
- c. the types of Client Personal Data are Client's users' contact details including telephone numbers and email address; and
- d. the categories of Data Subject: Client's users of the Services and Client's customers.