

March 4, 2020

Shanmuga Priya. E
3rd Main Road,
CBI Colony.

Dear **Shanmuga Priya,**

Offer of employment by BNY Mellon International Operations (India) Private Limited (SEZ unit)
("the Company")

1. Commencement Date

Your employment will commence on **March 16 2020 ("Commencement Date")**.

These terms and conditions of employment create contractual obligations between you and the Company.

2. Job Title

You will be employed by the Company as **Representative, Client Processing**, or in such other position as the Company may determine and notify to you from time to time. Your job level will be **E**. In this role you will report to . The Company reserves the right to change the person you will report to, or your reporting lines generally, at any time during your employment.

In addition to your assigned global functional job title, your India business card title is "**Process Associate**". The India business card title can be used on your signatures and business cards.

3. Place of Work

Your place of work will be the Company's premises at **Block 3, Floor 6, DLF IT Park, Nandambakkam Post, Ramapuram, Mount Poonamallee Road, Chennai 600089**. The Company may, at its sole discretion, second, depute, assign and/or transfer you to work in any other locations in India or overseas or to any Affiliates of the Company or to any third parties, whether existing as at the date of this Contract or established subsequently. "**Affiliate**" means any entity directly or indirectly controlled by, controlling or under common control with the Company and includes all companies and entities with the BNY Mellon group. In such case, you shall be bound by the policy, service conditions of such other office or Affiliate.

You may also be required to travel to other parts of the country and travel overseas, as may be necessary or required for the proper discharge of your duties.

4. Other Interests

You must devote your full time, attention and abilities to your job duties during working hours, and act in the best interests of the Company at all times. You must not, without the Company's written consent, be in any way directly or indirectly engaged or concerned in any other business or be involved in any other activity where this is or is likely to be in conflict with the Company's interests or where this may adversely affect the efficient discharge of your duties.

5. Hours of Work

Your normal working hours are nine hours a day, Monday to Friday, including a break for lunch of 30 minutes to be taken by arrangement with your Manager. You will be advised of any changes to your normal working hours by your Manager.

It is possible that business needs may require you to work additional hours in order to fulfill your duties. In this role you will be entitled to claim overtime for hours worked outside of your normal working hours. Details of overtime will be provided separately.

The Company may, by means of written notice to you, vary your normal start or finish times according to business needs.

6. Probation Period

Your employment is subject to a probation period of six (6) months from your date of commencement. This may be extended by the Company at its sole discretion. If the Company decides to extend your probation period, you will be informed in writing. The probation period will be suspended for any period during which you are absent from work for any extended period of time. During the probation period, your employment may be terminated at any time by you or the Company by giving **one (1) month's** written notice. The Company reserves the right to terminate your employment during the probation period by means of payment of wages in lieu of notice.

Your manager will review your performance during the probation period. If you complete your probation to the satisfaction of the Company, your employment will be deemed to be confirmed at the end of the probation period. Your employment will continue in accordance with the terms and conditions of this Contract and the probation period will count as part of your length of service with the Company.

7. Remuneration

The Company shall pay to you a salary of **INR 260000** gross per annum. The said remuneration constitute your total Fixed Pay. The remuneration will be paid to you in 12 monthly instalments. The Company's annual salary review normally takes place in July. The date for such reviews is determined by the Company in its sole discretion. The review of salaries does not mean that there is any entitlement to an increase in wages.

You may be paid a discretionary bonus of such amount (if any) as the Company shall determine from time to time at its absolute discretion (without obligation) provided that your eligibility to be considered for a bonus is always conditional upon you (i) remaining in

the Company's employment and not having served or received notice of termination of employment prior to or on the date on which such bonus is paid, and (ii) acknowledging your acceptance of the terms and conditions of any applicable incentive plan. Any bonus may be payable in stock, cash, deferred cash, restricted stock units or any other form (or a mixture of such forms of payment) as the Company may determine in its absolute discretion.

You authorize the Company to deduct from your remuneration any monies due from you to the Company to the maximum extent permitted by the law. The Company will make all statutory tax and insurance deductions from your wages as required by law. Any tax payable upon any remuneration arising from your employment is for your account.

8. Relocation Allowance

You will receive relocation assistance that is subject to a repayment agreement. If you voluntarily terminate employment or are terminated for cause within one (1) year of your start date in the new work location, you will repay Company or its Affiliates all costs associated with your relocation. Global mobility will enter into a separate agreement with you, detailing on this.

9. Benefits

You shall be entitled to benefits as determined by the Company in accordance with the Company's policies and practices.

The Company will provide you with Gratuity Scheme benefits, subject to the terms of the plan.

The Company will provide you with the Provident Fund subject to the terms of the plan.

The Company will provide you with hospitalization cover, subject to the terms of the relevant policy that is in place from time to time to provide this benefit.

The Company will also provide you with life insurance, subject to the terms of the relevant insurance policy that is in place from time to time to provide this benefit.

Details of this benefit are available from Human Resources. Any benefits which you receive are provided by the Company on a discretionary non-contractual basis. The Company shall be entitled to amend or vary the terms on which benefits are provided or to withdraw them. Any tax payable on any on your benefits is for your account.

10. Annual Leave

You will be entitled to annual leave in accordance with the appropriate Company policy. Any leave entitlement must be taken in accordance with Company policy. Any statutory leave will be deemed to be taken prior to any contractual leave.

In the event that your role is designated as “sensitive” in this context, the Company’s Consecutive Leave Vacation /Absence policy stipulates that five (5) or ten (10) days of your annual leave entitlement must be taken consecutively in each calendar year. This may include statutory and designated public holidays to the extent not prohibited by law. Your Manager will advise you whether your position is designated as “sensitive”.

11. Sick Leave

You will be entitled to sick leave in accordance with the appropriate Company policy.

12. Notice period

Subject to the provision of Clauses 6 (probation period), 14 (summary dismissal) and 24 (evidence of right to work, licenses, permissions, etc), on successful completion of your probation period, either you or the Company must give **two (2) months’** notice in writing to terminate your employment. The Company reserves the right to terminate your employment by means of payment of wages in lieu of notice.

Nothing in this Contract shall be construed as imposing on the Company any obligation to provide work to you or as giving you the right to perform any work for the Company.

After notice to terminate your employment has been given by the Company or you, the Company may in its absolute discretion, for all or any part of the notice period (the “Garden Leave Period”):

- relieve you of any of your duties;
- assign to you reduced or alternative duties;
- prohibit contact and/or dealings between you and clients, customers and/or such employees of the Company or its Affiliates as the Company may in its absolute discretion determine; and/or
- exclude you from any offices of the Company or its Affiliates.

Such action shall not constitute a breach of this Contract of employment nor shall you have any claim against the Company in respect of such action.

During the Garden Leave Period, you shall, if required by the Company, remain readily contactable and available for work. If so requested, you shall report for work at such time and place as the Company may require.

Your obligations as an employee, including your duties of fidelity and confidentiality, will continue throughout the Garden Leave Period.

During your notice period, you must not directly or indirectly undertake any other business, work or public office, or render advisory or other services for payment or otherwise in connection with any other business enterprise. In the event of your breach of this condition, you may be subject to immediate termination without notice or compensation.

Upon the termination of your employment - for whatever reason - you shall immediately return all property whatsoever belonging to or provided by the Company or any of its Affiliates or by third parties as a direct or indirect consequence of your employment, which is in your possession and/or control, including without limitation credit cards, security pass, laptops, hand and/or soft copy documents, disks (and other means of storing or recording information) and any other Confidential Information as defined in Clause 17 (Confidentiality) you shall not retain or take any copies thereof without the prior written consent of the Company.

13. Retirement

You must provide the Company with proof of your date of birth to be recorded with the Company and this date will be considered as authentic for all purposes throughout your service. You will automatically retire from service on attaining the age of 60. Upon your retirement, you shall not be entitled to any additional compensation/benefit save and except admissible under the statutes and/or the Company's Retirement Benefit Scheme/Policy, if any.

14. Summary Dismissal

Without prejudice to Clause 12 (Notice Period) above, the Company may elect to terminate your employment summarily (i.e. without notice or payment in lieu) in the following circumstances:

- (a) if you, in relation to your employment:
 - (i) wilfully disobey a lawful and reasonable order;
 - (ii) engage in misconduct including conduct being inconsistent with the due and faithful discharge of your duties;
 - (iii) are guilty of fraud or dishonesty; or
 - (iv) are habitually neglectful in your duties; or
- (b) on any other ground on which the Company would be entitled to terminate your employment without notice.

15. Suspension

The Company reserves the right at any time during your employment to exclude you from the premises of the Company and to require you not to attend work and/or not to undertake any or all of your duties, with or without pay, in accordance with applicable law ("Suspension Period").

During the Suspension Period, you shall remain readily contactable by the Company and, if so requested, you shall report for work at such time and place as the Company may require. Your obligations as an employee, including your duties of fidelity and confidentiality will continue through the Suspension Period.

16. Office and Authorisations

Upon the termination of your employment (for whatever reasons), or at any time during the notice period or during your employment, as required by the Company, you will do all things

necessary to resign from or terminate all offices, positions and authorisations with the Company and any Affiliates, without any entitlement to compensation.

17. Confidentiality

In addition to the obligations on you under this Contract, you will, throughout your employment with the Company, be bound by policies procedures, manuals or circulars concerning secrecy or confidentiality (as may be amended by the Company from time to time). These include the Company's Code of Conduct. Any breach of secrecy or confidentiality may lead to disciplinary action being taken against you, up to and including summary dismissal.

You must keep confidential all Confidential Information other than Confidential Information that:

- you are required to disclose in the course of your duties as an employee of the Company; or
- you are required by law to disclose.

You must only use Confidential Information for the purpose of performing your duties as an employee of the Company.

You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

Without limiting the Company's rights, you must provide assistance reasonably requested by the Company in relation to any proceedings which any member of the BNY Mellon group of companies or its Affiliates may take, or threaten to take, against any person or entity for unauthorised use, copying or disclosure of Confidential Information.

The obligations on you in this clause continue to apply to you following the termination of your employment for whatever reason (except in relation to information that is part of your general skill and knowledge but is neither a trade secret nor confidential information).

For the purposes of this Contract, Confidential Information means:

(a) all confidential information including, but not limited to:

- trade secrets and confidential know-how; and
- financial, accounting, marketing and technical information and plans, client and supplier lists and data, technology, operating procedures and policies, price lists, databases, source codes and methodologies and employee or remuneration data, templates, research, analysis, advices, work products, contracts and any other business data of which you become aware or generate (both before and after the day this contract is signed) in the course of, or in connection with, your employment with the Company (including confidential information belonging to a third party); and

(b) all copies, notes and records based on or incorporating the information referred to in paragraph (a), but does not include any information that was public knowledge when this contract was signed or became so at a later date (other than as a result of a breach of confidentiality).

You must not remove from the Company's premises at any time without proper advance authorisation any property (including documents or tangible items) which belongs to the

Company or one of its Affiliates or their respective clients, or which was provided to the Company or one of its Affiliates by a third party, or which contains any Confidential Information.

You must, if requested by the Company, delete all Confidential Information from reusable material and destroy all other documents and tangible items which contain or refer to any Confidential Information which is in your possession or under your control.

You must return to the Company on request and, in any event, upon the cessation of your employment (for any reason) all Confidential Information and property (including documents and tangible items) which belongs to the Company (or any of its Affiliates) or their respective clients, or which contains or refers to any Confidential Information and which is in your possession or under your control.

18. Intellectual Property Rights and Moral Rights

You:

- presently assign to the Company all existing and future Intellectual Property Rights;
- acknowledge that by virtue of this clause all such existing Intellectual Property Rights are vested in the Company and, on their creation, all such future Intellectual Property Rights will vest in the Company;
- acknowledge that you may have Moral Rights in respect of Intellectual Property Rights;
- in so far as you are able, waive your Moral Rights in respect of the Intellectual Property Rights;
- voluntarily and unconditionally consent to all or any acts or omissions by the Company, or persons authorised by the Company, which would otherwise infringe your Moral Rights in respect of any Intellectual Property Rights;
- agree to disclose to the Company everything in which Intellectual Property Rights may subsist; and
- agree to do all things reasonably requested by the Company to enable the Company to exploit and further assure the rights assigned, and consents given, under this clause.

The obligations on you in this clause continue to apply to you following the termination of your employment for whatever reason.

For the purposes of this clause:

(a) Intellectual Property Rights means all intellectual property rights including:

- patents, copyright, registered designs, trademarks and the right to have confidential information kept confidential; and
- any application or right to apply for registration of any of those rights, created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with the Company including Intellectual Property Rights created before this contract is signed; using, to any extent, the property, computer systems or resources or Confidential Information of the Company or its Affiliates; and/or outside working hours or outside the workplace; and

(b) Moral Rights means the following rights in respect of any Intellectual Property Rights:

- the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
- the right of attribution of authorship of a work; and

- the right not to have authorship of a work falsely attributed, and any other similar right capable of protection under the laws of any relevant jurisdiction.

19. Data Protection Policy

You acknowledge that you have read and understood the attached Personal Information Collection Statement ("PICS") and agree to the collection, holding, handling, processing, retention and transfer of all personal data held in respect of you in accordance with the PICS. Without limitation to the above, by signing this Contract you give your informed consent to the collection, holding, handling, processing, retention and transfer of any of your personal data for any purpose directly and indirectly relating to your employment or the administration of your employment or any benefit relating to your employment. You also consent to the transfer of your personal data by the Company to any other party who may be assisting in any aspect of administration or other matters relating to your employment.

20. Dealings in Investments

Without prejudice to the generality of any other provision of this contract, any personal dealings in investments must be in accordance with the BNY Mellon Corporation Personal Securities Trading Policy. This Policy is posted on the Company intranet and is subject to amendment from time to time. Guidance concerning how this Policy affects you will be provided during your Company induction process.

20.1. Without prejudice to the generality of any other provision of this Contract, any personal dealings in investments must be in accordance with the BNY Mellon Corporation Personal Securities Trading Policy. This Policy is posted on the Company intranet and is subject to amendment from time to time.

20.2. The Volcker Rule places restrictions and limits on investments by BNY Mellon and its employees, including their Immediate Family Members, in certain funds that BNY Mellon sponsors. Holdings of funds over which you have indirect ownership or control will generally be attributed to you. The funds affected fall into two groups: Covered Funds and Foreign Public Funds.

20.3. For the purpose of this clause, "**Immediate Family Members**" includes an employee's spouse, domestic partner and unemancipated children (including stepchildren, foster children, sons-in-law or daughters-in-law), whether or not they live in the same household as the employee. In addition, it includes the following relatives who are living within the same household as the employee: children (including stepchildren, foster children, sons-in-law and daughters-in-law), grandchildren, parents (including step-parents, mothers-in-law and fathers-in-law), grandparents, and siblings (including brothers-in-law, sisters-in-law and stepbrothers and stepsisters).

20.4. Covered Funds

(a) Employees and their Immediate Family Members can only retain their investment or re-invest in a Covered Fund sponsored by BNY Mellon if an employee was directly providing Qualifying Services to the Covered Fund at the time of investment. Generally, "Covered Funds" under the Volcker Rule fall into three categories:

- (i) Hedge funds, private equity funds and venture capital funds – these are funds that avoid mutual fund registration under Sections 3(c)(1) or 3(c)(7) of the U.S. Investment Company Act because they are offered privately (i.e. are not registered) and are either owned by qualified investors or by 100 or fewer accredited investors.

- (ii) Foreign equivalent funds – these are funds organized and offered outside of the U.S. that would be the foreign equivalent of the above funds (i.e. not registered or publically offered).
- (iii) Commodity pools – these are funds unregistered and exempt under U.S. Commodity Futures Trading Commission regulations.
- (b) As an employee of the Company, if you did not provide Qualifying Services to a Covered Fund that BNY Mellon sponsored at the time of your investment, you will be required to liquidate any investment made by you or your Immediate Family Members in the Covered Fund. Once you become an employee of the Company, the list of BNY Mellon sponsored funds will be available on our internal website.
- (c) “**Qualifying services**” mean investment advice or investment management services to the Covered Fund or services that enable the provision of investment advice or investment management, such as oversight and risk management, deal origination, due diligence, administrative or other support services.

20.5. Foreign Public Funds

There is no absolute restriction on employees or Immediate Family Members investing in a Foreign Public Fund (“FPF”). Ownership limits do, however, apply and circumstances could arise in which employees or their Immediate Family Members are required to divest from an FPF. Generally FPFs, under the Volcker Rule, are Non-US funds that are authorized to sell to retail investors (i.e. the general public).

- 20.6.** You agree that you will comply with the requirements of the Volcker Rule outlined above and to provide full disclosure of your investments in order to enable the Company’s compliance with the Volcker Rule and other applicable laws and regulations.

21. Code of Conduct

You are bound by The Bank of New York Mellon Corporation’s Code of Conduct and any other rules concerning conduct that the Company may adopt. The Code of Conduct and any other rules may be changed from time to time. Breach of the Code or any of these rules may lead to disciplinary action up to and including dismissal from the Company. You will have access to a copy of the Code of Conduct on joining.

22. Policies and Procedures

You are required to comply with all applicable policies, regulations or circulars issued by the Company which may be relevant to you in your employment. A breach of any such policy, regulation or circular by you will be a breach of this contract. To the extent that any policy, regulation or circular conflicts with this contract then this contract will, unless expressly stated to the contrary, prevail.

The Company reserves the unilateral right to amend or vary any policy, regulation or circular at any time.

23. Background Checks

Your employment is subject to the Company obtaining or receiving employment references satisfactory to it and such academic or other references, as it deems appropriate.

As per business requirements and financial services industry regulations, the Company is required to complete background verification for all its employees. The Company reserves

the right to use an outside agency to execute the same. Your employment is subject to successful completion of this procedure.

The provision of this Clause, shall not be subject to the passage of time and the fact that either party has commenced performance of this contract (including the payment of wages) shall not be taken as a waiver of the above mentioned conditions and the Company reserves the right to terminate your employment (to the extent it is deemed to have commenced) forthwith if the above conditions remain unsatisfied despite good faith attempts by the Company to complete them.

24. Evidence of right to work, licences, permissions, etc

This Contract is subject to you obtaining and maintaining the necessary licences, accreditations, certificates, work permit, visa, permission or registrations, ("thePermissions") (a) you are required to possess by any relevant professional or regulatory body or statute, rule or regulation in order to perform your duties under this contract or (b) the Company requires you to possess. The Company reserves the right to terminate your employment immediately without any requirement to give compensation to the extent not prohibited by law, should you fail to obtain and maintain any such Permissions.

25. Restrictions

- 25.1** You shall not during the term of your employment with the Company or for a period of six (6) months following the date of termination of your employment by or with the Company without the Company's prior written consent, either on your own account or on behalf of any other person or entity
- (a) directly or indirectly solicit, entice, persuade or induce any employee of the Company or of any Affiliate - as defined in your employment contract - to terminate or refrain from extending or renewing (on the same or different terms) such person's employment or business relationship with the Company or Affiliate. Also, you shall not authorise or assist any other person in doing the same.
 - (b) in competition with the "**Business**" (as defined below), canvass, solicit or approach or cause to be canvassed, solicited or approached for business dealings or transactions any person in the "**Prohibited Territory**" (as defined below) with whom you had personally dealt with at any time during your employment during the period of 12 months prior to the date of termination of your employment (the "**Protected Period**");
 - (c) solicit, induce or entice or endeavour to solicit, induce or entice away from the Company or employ or engage any person employed by the Company or by any Affiliate of the Company in any executive, managerial, technical, sales, consultative or creative capacity with whom you had material personal dealings during the Protected Period, whether or not any such person would thereby commit a breach of contract, for the purpose of being involved in a business which competes with the Business;

[For employees level J or above and in client facing positions].

- 25.2** You shall not, without the prior written consent of the Company (which consent will be withheld only insofar as the Company considers it reasonably necessary to protect the legitimate interests of the Company) for a period of three (3) months following the termination of your employment for any reason whatsoever:
- (a) directly or indirectly be engaged in, carry on or be involved in and whether alone or jointly and whether as an employee, a partner or in any executive or consultative capacity in any business concern which competes with any Business in any "Prohibited

- Territory” (as defined below) as carried on by the Company or an Affiliate during the Protected Period; or
- (b) either on your own account or on behalf of any other person or persons, deal with or accept instructions directly or indirectly in competition with the Business from any person or persons in any Prohibited Territory who within the Protected Period was a client or customer of the Company or an Affiliate.
- 25.3** For the purpose of this clause:
- (a) “**Business**” means any and all businesses carried on from time to time by the Company or any part thereof, or any other business or part thereof carried on by any Affiliate which, at any time during the Protected Period, you were engaged or involved in or had rendered services for or acquired or had access to any Confidential Information pertaining thereto; and
- (b) “**Prohibited Territory**” means any country or state in which any Business is carried on by the Company or any Affiliate.
- 25.4** You hereby acknowledge and agree that the restrictions contained in this Schedule are reasonable and necessary to protect the legitimate interests of the Company or its Affiliates. While the restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that if for any reason, any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company or its Affiliates, the prohibitions shall be effected to the fullest extent permissible under applicable law. If any provision or part of a provision in this schedule is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from the Clause in which it appears but the remainder of such Clause shall remain in full force and effect.
- 25.5** You also acknowledge that any breach by you of any provision in this schedule is likely to cause irreparable harm to the Company or its Affiliates and their respective interests. You accept that monetary damages are unlikely to adequately compensate the Company or its Affiliates in such event and hence in the event of any actual or threatened breach of any such provision, you agree that the Company, on behalf of itself and its Affiliates shall be entitled to injunctive or other equitable relief from any court of competent jurisdiction to enjoin such breach (without being required to post any bond or other security therefore), and you expressly submit to the jurisdiction of any such court for the purpose. You also consent to the issuance by such court of a temporary restraining order to maintain the status quo pending the outcome of any substantive proceedings.
- 25.6** The Company shall be entitled to seek to enforce any of the above restrictions not only on behalf of itself but also on behalf of any Affiliate.

26. General

This Contract forms your contract of employment and replaces any previous agreement or arrangement governing your employment with the Company or any of its Affiliates.

Right to compensation under the Employees’ Compensation Act, 1923: This section is applicable only to employees who are not covered under the Employees’ State Insurance Act, 1948, in case any personal injury is caused to an employee by accident arising out of and in the course of his / her employment, the Company shall pay the employee or his nominee (in case of the employee’s death), compensation in accordance with the provisions of the Employees’ Compensation Act, 1923.

Benefits available under the Maternity Benefit Act, 1961: An eligible woman employee having less than 2 surviving children would be entitled to 26 weeks maternity leave with pay

and an eligible woman employee having more than 2 surviving children would be entitled to 12 weeks (or such additional days of leave as determined by the Company) maternity leave with pay. Further woman employees who legally adopts a child below the age of 3 months (or such higher age limit as determined by the Company) or a commissioning mother shall be entitled to 12 weeks maternity leave with pay from the date the child is handed over to the adoptive or commissioning mother. The eligible woman employee shall also be entitled to all other benefits as specified in the Maternity Benefit Act, 1961 as amended from time to time.

This Contract is contingent upon the representation that you are not subject or party to any agreement, understanding or undertaking that would prevent or restrict you from performing your duties with the Company or working with or on behalf of any BNY Mellon customers. In addition, this offer is contingent upon your representation that your employment with the Company does not violate any agreement, understanding or undertaking with any prior employer.

Your address as indicated in your application shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have served upon you.

In case there is any change in your residential address, you will intimate the same in writing to the Company within **three (3)** days of such change and get the changes recorded.

You are required to sign and return this Contract and the attached PICS within **three (3)** days from the date of this letter, following which this offer of employment will automatically expire.

27. Governing Law

This appointment shall be governed by and interpreted in accordance with the Indian Central or State laws.

Yours sincerely

For and on behalf of

BNY Mellon International Operations (India) Private Limited

Authorised Signatory (HR)

I, Shanmuga Priya. E confirm that I have read, understood and accepted the terms and conditions of my employment as set out in this letter.

Signed:

.....

Date:

.....

To be filled only if the date of joining has changed from the original date as mentioned on the first page of the offer letter.

I hereby confirm that my actual date of joining is _____

Signature of employee: _____ Date: _____

Notice on Personal Information Collection Statement Employees and Contractors

A. Introduction

The Bank of New York Mellon, its affiliates and agents, (collectively referred to as “the Company”) collect, process, use, maintain, store and transfer your personal information for a variety of purposes relating to your employment or engagement by the Company. The term ‘personal information’ in this Notice refers to any information from which you can be identified either directly or indirectly.

The purpose of this Notice, as amended from time to time, is to explain how and why the Company collects, uses, stores and transfers your personal information.

By signing a contract of employment or engagement with the Company, by providing services to the Company and by accessing or using the Company’s systems or services, you consent to the collection, processing, use, maintenance, storage and transfer of your personal information as provided to or obtained by the Company in the course of or for purposes related to your employment or engagement by the Company.

You are providing your personal information on a voluntary basis. You have the option not to provide the Company with your personal information if you do not agree with this Notice. Further, you have the option to withdraw your earlier consent to the collection, use, processing, maintenance, storage and transfer of your personal information, provided that such withdrawal of consent is provided to the Company in writing. If you opt not to provide the Company with personal information or you withdraw consent previously provided, the Company may not be able to fulfil the intended purposes described in Section C below, and accordingly the Company may not be able provide you with benefits or to maintain your contract of employment or engagement or to continue to use your services.

B. Categories of personal information collected

The categories of personal information that may be collected about you by the Company include:

- Basic details such as your name, date of birth, address, marital status, contact information, emergency contact details, details of your family and relatives, associates or representatives;
- Unique personal identifiers such as your taxpayer identification number, passport or identity card details, work permit and visa details;
- Information relating to your education, details of your prior employment, including remuneration details, references, details of your qualifications and experience, and information obtained through background checks;
- Records relating to your employment or engagement with the Company, including performance, productivity, sickness, health condition, injuries, payroll information, pensions information, other benefits related information, any information relating to disciplinary and grievance procedures and any other information required to be collected by law in relation to your employment;
- Details relating to any resignation or termination of employment; INDIA

- Details about your lifestyle and social circumstances;
- Details about your directorships of and involvement with other entities and your activities outside your employment;
- Your personal appearance and behaviour, including photographs and images captured by CCTV cameras;
- Details recorded in emails, IT systems, voice recordings or through Company security systems such as key card entry systems and CCTV;
- Details of any alleged, suspected or reported misconduct or criminal activity, such as breaches of Company policy, the Company Code of Conduct and applicable laws and regulations;
- Sensitive personal data or information (“SPDI”) as defined under the Information Technology Act, 2000, such as passwords, financial information such as bank account details, credit/debit card information, other payment instrument details, financial information, details about your financial interests and holdings; information about your physical, physiological and mental health condition, sexual orientation, medical records and history, and biometric information.

C. Purposes

The above personal information is collected, processed, used and maintained by the Company for a variety of reasons relating to your employment or engagement by the Company, including but not limited to the following: background checks; practice licensing and certification; immigration; visa and work permits; recruitment; remuneration; entitlements; benefits; incentives; leave; payroll; pensions; severance; retirement; accounts and expenses; auditing; performance management; appraisals; work productivity; employee engagement initiatives; promotion; surveys; compliance with Company policies, Code of Conduct and internal regulations; sickness; fitness for work; workplace injuries; health and safety; attendance; workers’ compensation issues; career development; relocation; assignments; employee transfers; secondments; travel; insurance; business mergers; business acquisitions; business transfers; business continuity; due diligence; legal, judicial, governmental and regulatory compliance; tax administration and compliance; union membership, representation, consultation and negotiations; contact for work purposes and for emergencies; Company events; mentoring; counselling; employee assistance; employee wellbeing; complaints; employee relations; misconduct; monitoring; surveillance; use and performance of company systems; internet activity; investigations; security; crime prevention; e-discovery; collection of evidence; document retention requirements; overseas Affiliates’ compliance with foreign laws and cooperation with overseas regulators; disciplinary action; termination and post-termination matters; outplacement services; employment certification; employment references; and other purposes related to or connected with the above.

D. Disclosure and transfer of personal data

For the above purposes, your personal information may be transferred within or outside the location where you are employed or perform work either within the Company or to third parties, including but not limited to the following: INDIA

- any holding company, subsidiary, affiliate or any other associated entity of the Company;
- any third party including but not limited to suppliers and service providers, payroll agents, labour law consultants, government departments, travel agencies, actuaries, fund managers, banks, insurers, insurance brokers, credit reference agencies, pension providers, trustees, auditors, legal and tax advisers, investigators, medical practitioners, IT personnel, business consultants, professional advisers, courts and tribunals, law enforcement agencies, regulatory authorities, current, past or prospective employers, employment and recruitment agencies, educators and examining bodies, mentors, counsellors, outplacement service providers, your family, associates and representatives.

A list of third parties to whom personal information may be disclosed or transferred is available on the Company's Human Resources intranet which can be accessed through MySource and is updated from time to time.

The Company may disclose personal information when required by law or court order, or as requested by any government or law enforcement authority or agency, or in the good faith that disclosure is otherwise necessary or advisable including and without limitation to protect the Company's or any of its affiliates' rights or property, or in circumstances which the Company or its advisers consider it to be appropriate or related to any of the purposes for which the personal information is collected.

E. Retention of personal information

It is the Company's policy to retain personal information of both current and former employees and contractors only for as long as the Company believes it to be necessary for the purposes for which the personal information was collected, subject to any legal requirements for the data to be retained for longer. The Global Records Management Policy I-D-200 and Corporate Records Retention Schedules provide a framework for managing company Records. Details of specific records retention periods are available on the Company's Record Management intranet site accessible on MySource. The Information Protection Policy I-N-310 and related policies, standards and guidelines provide a comprehensive, risk-based approach to the control, processing, storage, transmission and communication of Company information, including personal information.

F. Information security

The Company takes the protection of your personal information very seriously. The Company has appropriate organisational and technical measures in place, as required by law, to ensure the security of the personal information it collects.

The Company restricts access to your personal information to those parties who need to access such personal information in relation to the purposes specified above. When the Company shares or transfers your SPDI in accordance with this Notice, it takes reasonable efforts to ensure that the transferee maintains or adopts security practices and procedures which are at least as stringent as the security practices and procedures followed by the Company.

The Company endeavours to take all reasonable and appropriate steps to keep secure any information which it holds about you and to prevent unauthorized access. You acknowledge that such steps are never 100% secure and that the Company cannot provide any guarantees regarding the security of your personal information. To the fullest extent permissible by applicable law, the Company disclaims any liability in relation to any breach of security or unintended loss or disclosure of information in relation to your personal information.

G. Rights in relation to your personal information

You can update your basic personal information, such as your address, through the Employee Self Service which is available through MySource.

Please contact your Human Resources Business Partner or the Grievance Officer to enquire about your rights in relation to your personal information including your rights of access.

H. Monitoring

As stated in the Code of Conduct, you should have no expectation of privacy when using Company systems. The Company maintains the right in accordance with local laws to intercept, monitor, record, and use personal information and other data from, emails, instant messages, telephone calls and other electronic communications as well as internet access and usage via Company systems.

By signing below, you are signifying your consent to the above terms and to the collection, processing, use maintenance, retention and transfer of your personal data as set out in this Personal Information Collection Statement.

Signed: _____

Name: _____

Date: _____