Regulatory Addendum for the Financial Sector

This Regulatory Addendum for the Financial Sector ("**Regulatory Addendum**") forms an integral part of the Order this Regulatory Addendum is attached to.

1. GENERAL DEFINITIONS.

"**ICT Services**" is the specific associated Support of a License and/or access to the Subscription Services and/or provision of Consulting Services agreed under an Order.

"**Customer Content**" means all electronic data or information (a) submitted to the ICT Services by Customer, a third party on behalf of Customer, or as directed by Customer or (b) collected, processed or returned by the ICT Services.

"**FS Regulations**" means any Regulation (including Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector "DORA"), law or binding rule or policy issued by any Regulatory Authority, which applies to the Agreement and is related to the provision or receipt of the ICT Services.

"**Good Industry Practice**" means the exercise of a degree of skill, care and diligence which would reasonably be expected from skilled, experienced provider of services similar to the ICT Services.

"**Regulatory Authority**" means the competent authorities and resolution authorities which include, the European Banking Authority, the European Insurance and Occupational Pensions Authority, the European Securities and Markets Authority and their local counterparts and or any other authority having power over or responsibility for the regulation or governance of Customer, Customer Affiliate(s), BMC, BMC Affiliate(s), in relation to compliance of any of the said parties with FS Regulations as applied to the ICT Services.

"**Subcontractor**" means the third parties providing material elements of the ICT Services to Customer and all Sub-processors processing Customer Content, as specified in the Data Processing Agreement and/or an Order in force between the Customer and BMC, as well as any other Subcontractors that are appointed as per the procedure described below under Section 7.4.

2. SCOPE. This Regulatory Addendum applies to the ICT Services (a) upon execution of an Order that refers to the Agreement and/or (b) to any current Order already in place between the parties. Capitalized terms not defined herein shall have the meanings given to them in the Order or in the Agreement.

3. PRECEDENCE. In relation to any ICT Services subject to DORA, in the event of a direct conflict between the Agreement, the terms of this Regulatory Addendum, the Data Processing Agreement and any Order, the order of precedence is: (1) the Order; (2) this Regulatory Addendum; (3) the Data Processing Agreement and (4) the Agreement, but only to the extent required to resolve such conflict.

4. TERM. This Regulatory Addendum commences on the Effective Date and will be in force and effect until the Order has been terminated or expires. In the event that after termination or expiration of the Order, BMC is required to perform certain obligations under the Order, the Agreement, the Data Processing Agreement or this Regulatory Addendum, as applicable (the "**Surviving Obligations**"), the Surviving Obligations will continue to apply until the completion of the obligations set forth therein, as applicable.

5. SERVICES AND SERVICE LEVELS.

5.1 Provision of the ICT Services. BMC will provide the ICT Services: (a) in accordance with Good Industry Practice; (b) in compliance with the terms of the Order, the Agreement, the Data Processing Agreement and this Regulatory Addendum (including the applicable service levels); (c) in compliance with all FS Regulations; and (d) by personnel who are qualified, trained and capable of providing the applicable ICT Services in respect of which they are engaged. Additionally, where the Customer, in respect of the ICT Services, is a service provider to a third party that is in scope of FS Regulations ("**FS Client**"), BMC will be a Subcontractor to Customer. In that case, (a) the parties rights and obligations under this Regulatory Addendum may be for the ultimate benefit of the FS Client and that FS Client's compliance with FS Regulations; (b) BMC will cooperate and provide reasonable assistance to that FS Client in the terms set forth in this Regulatory Addendum as if the FS Client were Customer; and (c) that FS Client will be entitled to exercise any rights of audit and inspection of BMC in the terms set forth in this Regulatory Addendum as if the FS Client were the Customer. Customer will be responsible for coordinating all communication with BMC under this Regulatory Addendum and be authorized by such FS Client to remit and receive any communication in connection with this Regulatory Addendum on behalf of its FS Client. To the extent permitted by law, BMC's liability arising out of or related to this Regulatory Addendum will be limited to Customer only, and BMC will not have any liability directly to the FS Client.

5.2 Locations. BMC will, directly or through its Subcontractors, provide the ICT Services out of the locations specified in the Order and/or in the Data Processing Agreement ("**Location**"). Any change to the Location will follow the same process set forth by the parties for additions or replacements of Sub-processors under the Data Processing Agreement.

6. MONITORING. Notwithstanding any other remedy in the Order and/or Agreement, in the event that the Customer considers that BMC has either failed to provide the ICT Services in accordance with the applicable Order and/or Agreement on a consistent basis or has failed to satisfy an obligation which has a material effect on the Customer's ability to comply with FS Regulations, Customer will notify in writing to BMC and senior personnel at BMC shall meet with senior personnel at the Customer to discuss the Customer's concerns, and if applicable, explain the reasons for the potential failures and the steps being taken to ensure that any failures do not continue. Provided that the alleged failures are a breach of the Order and/or the Agreement, BMC and, if applicable, any relevant Subcontractor, will rectify or mitigate the alleged failures within a reasonable time to ensure that any failures do not continue and/or any risks of failure are mitigated.

7. SUBCONTRACTING

7.1 List. Customer acknowledges and agrees that BMC uses Subcontractors to provide portions of the ICT Services. The Order and the Data Processing Agreement include a list of Subcontractors with name, a description of their function and the Location from where the ICT Services are to be provided or Customer Content is to be processed.

7.2 Subcontractor selection. BMC performs due diligence on prospective Subcontractors and ensure throughout the selection and assessment processes that the Subcontractor is suitable for performing the elements of the ICT Services for which it has been contracted.

7.3 Written contract. Subcontractors are obliged under a written contract to (i) comply, where applicable, with at least the same level of security provisions, service levels, monitoring, reporting, business continuity, disaster recovery and data protection standards required for performing the elements of the ICT Services for which it has been contracted, as set forth in the Order and the Agreement; and (ii) comply with applicable laws and regulatory requirements under the Order and the Agreement.

7.4 Change of Subcontractor. Any additions or replacements of Subcontractors will follow the same process set forth by the parties for additions or replacements of Sub-processors under the Data Processing Agreement.

7.5 Monitoring and responsibility. BMC will maintain oversight of its Subcontractors to monitor compliance with their obligations. BMC is responsible for the performance of all Subcontractors providing any of the ICT Services and for such Subcontractors' compliance with the terms of the relevant Order and the Agreement to the same extent as if those obligations, services and functions were performed by BMC.

8. SECURITY

8.1 Security Measures. BMC will adopt and maintain up-to-date the security measures as set out in Attachment 3 to the Data Processing Agreement and, if applicable, as further described in the relevant Order, to ensure the authenticity, availability, confidentiality, security and integrity of the ICT Services and Customer Content in the provision of the ICT Services. BMC has policies and tools to provide the security standards agreed under the Order, Data Processing Agreement and the Agreement in accordance with Good Industry Practice, including by performing regular scanning, deploying appropriate security patches and restoring data in line with its disaster recovery ("**DR**") plans and business continuity plans ("**BCP**"). BMC will make available to Customer copies of the summary of such reports and certifications upon request.

8.2 Cooperation with Customer's DR and BCP. On an annual basis, upon 30 days' written notice from the Customer, BMC will participate and fully cooperate with the Customer's own resilience-related scenario testing, business continuity and/or disaster recovery testing in relation to the ICT Services.

8.3 Security Awareness and Training. To the extent that Customer and BMC consider it necessary for BMC's provision of the ICT Services, BMC will participate in the Customer's security awareness programs and digital operational resilience training when BMC personnel or Subcontractors have a user ID and/or email address of the Customer. Those trainings to be carried out by Customer not more than once per year on reasonable prior written notice and/or as agreed between the parties.

8.4 Testing by Customer. The Customer may once a year carry out security penetration testing to assess the effectiveness of BMC's cyber and information technology security measures and processes on reasonable prior written notice of no less than 30 days. Such test will be coordinated with BMC and in compliance with the then current BMC penetration test policy. Any request for a test will be submitted via a support ticket to BMC. BMC will provide reasonable assistance as the Customer or its representatives may request in relation to such testing. Subject to 10.4, BMC will share with the Customer the summary of any security testing it carries out itself of its own ICT Services.

8.5 Pooled testing. BMC may enter into contractual arrangements with an external tester for the purposes of conducting, under the direction of one designated financial entity a pooled testing involving several financial entities to which BMC provides ICT Services. In such case, and unless prevented to do so by the Regulatory Authority or FS Regulations, Customer agrees to rely on such pooled testing rather than performing an individual testing in the terms set forth under 8.4.

9. NOTICES. BMC will, without undue delay after becoming aware of and following confirmation, notify the Customer on the occurrence of: (i) any material dependency, event, development or any other relevant issue that may reasonably be expected to prevent, delay or otherwise adversely affect the performance of the ICT Services in accordance with: (a) the Order and/or the Agreement; and/or (b) FS Regulations; and (ii) any event that may reasonably be expected to compromise the security of the network and information systems, and that may have an adverse impact on the availability, authenticity, integrity or confidentiality of data, or on the ICT Services, in accordance with FS Regulations. The notifications will occur as set forth in the relevant Order, the Agreement and/or the FS Regulations.

10. AUDIT, ACCESS AND INFORMATION

10.1 Audit. Customer has unrestricted rights of access, inspection and/or audit ("**Audit**") of BMC and any Subcontractor to be exercised by itself, or through Customer's internal or external auditors, competent Regulatory Authorities and any persons appointed by any of them ("**Permitted Auditor**"). The scope of the Audit may include business premises, personnel, books and records and other information as reasonably considered necessary to verify compliance with any Order and/or the Agreement and includes the right to make copies. Permitted Auditors shall not be given access to (i) Confidential Information of BMC that is not related to Customer or the ICT Services, (ii) BMC systems that are not related to Customer or the ICT Services provided to Customer. In no event shall Permitted Auditors have access to Confidential Information where disclosure of such information would result in a security risk or breach of BMC's confidentiality obligations towards BMC personnel or third parties. Where the exercise of the rights affects the rights of BMC personnel or third parties, the parties will agree on alternative assurance levels.

10.2 Procedures and Frequency. An Audit may be carried out on reasonable prior written notice of not less than 30 days, and not more than once per year unless a shorter period is required to meet a legal requirement from a Regulatory Authority where BMC will do commercially reasonable efforts to allow the Audit within the required deadline or, if applicable, cause the Subcontractor to allow it.

10.3 Cooperation. BMC will provide Customer and/or the Customer Affiliates with all assistance, information and full cooperation to reasonable enable Customer to review that the ICT Services are provided in accordance with the Order and/or the Agreement to allow Customer to comply with FS Regulations.

In addition, BMC will fully cooperate and will cause Subcontractors to fully cooperate with Permitted Auditors, including in the event of insolvency or other disruption. Customer will ensure that (i) the Permitted Auditors shall at all times comply with BMC's and/or Subcontractor's security requirements and confidentiality obligations at least to the standard of those set forth in the Agreement and (ii) cause the Permitted Auditors to use reasonable endeavors to minimize any disruption to the operations of BMC, its Affiliates and Subcontractors.

10.4 Information Sharing. The parties agree that the information provided by BMC to the Customer and/ or to the Permitted Auditor(s) or accessible to the Customer or the Permitted Auditor(s) pursuant to this Regulatory Addendum, including under this Section 10 (Audit, Access and Information), is Confidential Information under the Agreement and may be shared as such by the Customer with its employees and agents and its Affiliates employees and agents who have the need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of the Agreement and to the extent necessary to support compliance with FS Regulations.

10.5 Audit Default. If a significant issue is identified in the Audit ("**Audit Default**") that constitutes a material breach of the Agreement, BMC will enable appropriate corrective or mitigating actions to be taken, without undue delay. Where the Audit Default does not constitute a material breach of an Agreement, BMC will rectify or mitigate the Audit Default within a reasonable time. The Customer shall be entitled to carry out a further audit within 6 months to verify that the breach has been mitigated.

11. TERMINATION

11.1 Termination for cause events. Without prejudice to any other rights or remedies the parties may have under the Order and the Agreement, the parties acting in good faith will be entitled to terminate the Order and the Agreement in the following circumstances when those are either incapable of remedy or are not remedied within 30 days of written notice:

(a) material breach by any of the parties of FS Regulations or contractual terms applicable to that party (including without limitation, material failure to comply with applicable service levels), including where such failures are caused by a Subcontractor;

(b) circumstances identified throughout an Audit that are deemed capable of altering either party performance of the functions provided through the Agreement, including material changes that affect the Agreement or the situation of any of the parties;

(c) BMC's evidenced material weaknesses pertaining to its risk management or regarding the way it ensures the availability, authenticity, integrity and confidentiality of data, whether personal or otherwise sensitive data, or non-personal data;

(d) where the Regulatory Authority can no longer effectively supervise the Customer as a result of the conditions of, or circumstances related to the Agreement and the Regulatory Authority is not satisfied that any proposed arrangement (to be reasonably agreed between the parties) is capable remedying its inability; and

(e) where in the event of a material change in a legal or regulatory requirement, which, in BMC´s reasonable opinion, makes it no longer economically viable to provide the ICT Services and the parties have been unable to agree any amendments to the Order and/or the Agreement to resolve the concerns within a reasonable time.

Any termination pursuant to this Section 11.1 shall be without prejudice to Sections 11.4 and 11.5 below. Where any of the parties exercises its termination rights pursuant to Section 11.1, Customer will be entitled to receiving a refund of the amount paid by Customer to BMC for the ICT Services on an Order, pro-rated from the date of the notice of the termination. No additional remedies under law or the Agreement will apply when termination occurs on the grounds set forth on Sections 10.1 (d) and (e).

11.2 Recovery and resolution Directive. BMC acknowledges the powers of Regulatory Authorities under applicable law or regulation (including, where applicable, under Article 68 and 71 of Directive 2014/59/EU (BRRD)), to exclude certain contractual terms and/or temporarily suspend termination rights under the Agreement.

11.3 Insolvency, resolution, or discontinuation of BMC. To the extent BMC is legally allowed to do so, and during the Order Term and any Termination Assistance Period, BMC shall take all reasonably necessary steps to ensure that Customer can continue to access, recover and return Customer Content in an industry standard format in connection with such Order for a reasonable period in the event of an insolvency event, a resolution event or the discontinuation of BMC's business operations.

11.4 Exit Plan. Customer may engage BMC to help the Customer put together an exit plan ("**Exit Plan**"), subject to payment of the then-current fees and charges, generally applicable to BMC's performance of such services, as agreed between the parties at such time, which may (1) outline the processes and arrangements required on exit (including critical milestones, tasks and skill sets required and estimates of time and costs likely to be required, both in stressed and non-stressed scenarios) to ensure an orderly handover of the ICT Services in the event of expiry or termination for any reason, (2) foresee a joint annual review of such Exit Plan during the Order Term; and (3) adjust such Exit Plan, as needed, following the result of such review.

11.5 Termination assistance. Upon Customer's request and upon (a) the expiration of an Order or (b) the termination of an Order for any reason, BMC will perform such services as the parties in good faith agree are reasonably necessary to facilitate the orderly transition of the ICT Services to the successor service provider or to the Customer. BMC will provide any such services under the terms and conditions of the Agreement, and subject to payment of the then-current fees and charges, generally applicable to BMC's performance of such services, as agreed between the parties at such time ("**Termination Assistance**"). Examples of BMC Termination Assistance may include:

(a) Provision of the ICT Services without degradation of performance for a further period of 12 months after the effective date of termination or expiry, provided the ICT Services are generally available ("**Termination Assistance Period**");

(b) Providing access, recovery and return to Customer in an easily accessible format of Customer Content in the terms set forth in the Order and/or the Agreement;

(c) Assisting the Customer in the orderly transfer of ICT Services, including to any successor supplier, as required by Customer to ensure continued provision of the ICT Services during the Termination Assistance Period and a smooth handover of the ICT Services;

(d) Not take any action to alter, remove or delete Customer Content except as otherwise foreseen under the Agreement or as a consequence of any action taken in the normal course of processing of the Customer Content;

(e) Making available to Customer a suitably qualified and skilled representative on ICT Services to oversee the transfer of the ICT Services;

(f) Performing any other such services specified in the Order and/or Agreement or as the parties in good faith agree are reasonably necessary to facilitate the orderly transition of the ICT Services to the successor service provider or to the Customer.

Notwithstanding any other provisions in the Agreement and this Regulatory Addendum, including this clause, nothing will affect or remove BMC's right to terminate the Agreement, and thus BMC will not be obliged to provide Termination Assistance, when (a) there are unpaid fees, charges or costs that are payable by Customer under any Order; (b) Customer is in breach of the confidentiality, proprietary rights and/or export controls clauses in the Agreement; or (c) there is a conflict of applicable laws, and the Termination Assistance would cause BMC to be in breach of such applicable laws.

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