UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Fiscal Year Ended December 31, 2023

or

☐ Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Commission File Number 001-35651

THE BANK OF NEW YORK MELLON CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**13-2614959**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

240 Greenwich Street
New York, New York 10286
(Address of principal executive offices) (Zip Code)
Registrant's telephone number, including area code – (212) 495-1784

Securities registered pursuant to Section 12(b) of the Act: Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	BK	New York Stock Exchange
6.244% Fixed-to-Floating Rate Normal Preferred Capital Securities of Mellon Capital IV (fully and unconditionally guaranteed by The Bank of New York Mellon Corporation)	BK/P	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2023, the aggregate market value of the registrant's common stock, $0.01 par value per share, held by non-affiliates of the registrant was $34,643,425,518.

As of January 31, 2024, 754,437,391 shares of the registrant's common stock, $0.01 par value per share, were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the following documents are incorporated by reference in the following parts of this Form 10-K:

The Bank of New York Mellon Corporation 2024 Proxy Statement – Part III

The Bank of New York Mellon Corporation 2023 Annual Report to Shareholders – Parts I, II and IV

Available Information

This Form 10-K filed by The Bank of New York Mellon Corporation ("BNY Mellon" or the "Company") with the Securities and Exchange Commission (the "SEC") contains the Exhibits listed on the Index to Exhibits beginning on page 14, including those portions of BNY Mellon's 2023 Annual Report to Shareholders (the "Annual Report") which are incorporated herein by reference. The Annual Report and BNY Mellon's Proxy Statement for its 2024 Annual Meeting (the "Proxy") will be available on our website at www.bnymellon.com. We also make available on our website, free of charge, the following materials:

- All of our SEC filings, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to these reports as soon as reasonably practicable after we electronically file such materials with, or furnish them to, the SEC pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any proxy statement mailed by us in connection with the solicitation of proxies;
- Our earnings materials and selected management conference calls and presentations;
- Other regulatory disclosures, including: Pillar 3 Disclosures (and Market Risk Disclosure contained therein); Liquidity Coverage Ratio Disclosures; Net Stable Funding Ratio Disclosures; Federal Financial Institutions Examination Council – Consolidated Reports of Condition and Income for a Bank with Domestic and Foreign Offices; Consolidated Financial Statements for Bank Holding Companies; and the Dodd-Frank Act Stress Test Results for BNY Mellon and The Bank of New York Mellon; and
- Our Corporate Governance Guidelines, Amended and Restated By-laws, Directors' Code of Conduct and the Charters of the Audit, Finance, Corporate Governance, Nominating and Social Responsibility, Human Resources and Compensation, Risk and Technology Committees of our Board of Directors.

The contents of BNY Mellon's website or any other websites referenced herein or in the Annual Report are not part of or incorporated by reference into this Form 10-K.

Forward-looking Statements

In this Form 10-K, and other public disclosures of BNY Mellon, words, such as "estimate," "forecast," "project," "anticipate," "likely," "target," "expect," "intend," "continue," "seek," "believe," "plan," "goal," "could," "should," "would," "may," "might," "will," "strategy," "synergies," "opportunities," "trends," "ambition," "aspiration," "objective," "aim," "future," "potentially," "outlook" and words of similar meaning, may signify forward-looking statements. Some statements in this document are forward-looking. These include statements about the usefulness of Non-GAAP measures, the future results of BNY Mellon, our businesses, financial, liquidity and capital condition, results of operations, liquidity, risk and capital management and processes, goals, strategies, outlook, objectives, expectations (including those regarding our performance results, expenses, nonperforming assets, products, impacts of currency fluctuations, impacts of securities portfolio repositioning, impacts of trends on our businesses, regulatory, technology, market, economic or accounting developments and the impacts of such developments on our businesses, legal proceedings and other contingencies), human capital management (including related ambitions, objectives, aims and goals), effective tax rate, net interest revenue, estimates (including those regarding expenses, losses inherent in our credit portfolios and capital ratios), intentions (including those regarding our capital returns and expenses, including our investments in technology and pension expense), targets, opportunities, potential actions, growth and initiatives.

These forward-looking statements, and other forward-looking statements contained in other public disclosures of BNY Mellon (including those incorporated into this Form 10-K), are not guarantees of future results or occurrences, are inherently uncertain and are based upon current beliefs and expectations of future events, many of which are, by their nature, difficult to predict, outside of our control and subject to change. By identifying these statements in this manner, we are alerting investors to the possibility that our actual results may differ, possibly materially, from the anticipated results expressed or implied in these forward-looking statements as a result of a number of important factors, including those factors described in the Annual Report under "Management's Discussion and

Analysis of Financial Condition and Results of Operations ("MD&A") – Risk Factors," such as:

- errors or delays in our operational and transaction processing, or those of third parties, may materially adversely affect our business, financial condition, results of operations and reputation;
- our risk management framework, models and processes may not be effective in identifying or mitigating risk and reducing the potential for losses and any inadequacy or lapse in our risk management framework, models and processes could expose us to unexpected losses that could materially adversely affect our results of operations or financial condition;
- a communications or technology disruption or failure within our infrastructure or the infrastructure of third parties that results in a loss of information, delays our ability to access information or impacts our ability to provide services to our clients may materially adversely affect our business, financial condition and results of operations;
- a cybersecurity incident, or a failure in our computer systems, networks and information, or those of third parties, could result in the theft, loss, disclosure, use or alteration of information, unauthorized access to or loss of information, or system or network failures. Any such incident or failure could adversely impact our ability to conduct our businesses, damage our reputation and cause losses;
- we are subject to extensive government rulemaking, policies, regulation and supervision that impact our operations. Changes to and introduction of new rules and regulations have compelled, and in the future may compel, us to change how we manage our businesses, which could have a material adverse effect on our business, financial condition and results of operations;
- regulatory or enforcement actions or litigation could materially adversely affect our results of operations or harm our businesses or reputation;
- our business may be adversely affected if we are unable to attract, retain, develop and motivate employees;
- a failure or circumvention of our controls, policies and procedures could have a material adverse effect on our business, financial condition, results of operations and reputation;
- weakness and volatility in financial markets and the economy generally may materially adversely affect our business, financial condition and results of operations;
- we are dependent on fee-based business for a substantial majority of our revenue and our fee-based revenues could be adversely affected by slowing market activity, weak financial markets, underperformance and/or negative trends in savings rates or in investment preferences;
- levels of and changes in interest rates have impacted, and will in the future continue to impact, our profitability and capital levels, at times adversely;
- we have experienced, and may continue to experience, unrealized or realized losses on securities related to volatile and illiquid market conditions, reducing our capital levels and/or earnings;
- reform of interest rate benchmarks and the use of alternative reference rates by us and our clients could adversely affect our business, financial condition and results of operations;
- the failure or perceived weakness of any of our significant clients or counterparties, many of whom are major financial institutions or sovereign entities, and our assumption of credit, counterparty and concentration risk, could expose us to credit losses and adversely affect our business;
- we could incur losses if our allowance for credit losses, including loan and lending-related commitment reserves, is inadequate or if our expectations of future economic conditions deteriorate;
- our business, financial condition and results of operations could be adversely affected if we do not effectively manage our liquidity;
- failure to satisfy regulatory standards, including "well capitalized" and "well managed" status or capital adequacy and liquidity rules more generally, could result in limitations on our activities and adversely affect our business and financial condition;
- the Parent is a non-operating holding company and, as a result, is dependent on dividends from its subsidiaries and extensions of credit from its IHC to meet its obligations, including with respect to its securities, and to provide funds for share repurchases, payment of income taxes and payment of dividends to its stockholders;

- our ability to return capital to shareholders is subject to the discretion of our Board of Directors and may be limited by U.S. banking laws and regulations, including those governing capital and capital planning, applicable provisions of Delaware law and our failure to pay full and timely dividends on our preferred stock;
- any material reduction in our credit ratings or the credit ratings of our principal bank subsidiaries, The Bank of New York Mellon, BNY Mellon, N.A. or The Bank of New York Mellon SA/NV, could increase the cost of funding and borrowing to us and our rated subsidiaries and have a material adverse effect on our business, financial condition and results of operations and on the value of the securities we issue;
- the application of our Title I preferred resolution strategy or resolution under the Title II orderly liquidation authority could adversely affect the Parent's liquidity and financial condition and the Parent's security holders;
- new lines of business, new products and services or transformational or strategic project initiatives subject us to new or additional risks, and the failure to implement these initiatives could affect our results of operations;
- we are subject to competition in all aspects of our business, which could negatively affect our ability to maintain or increase our profitability;
- our strategic transactions present risks and uncertainties and could have an adverse effect on our business, financial condition and results of operations;
- our businesses may be negatively affected by adverse events, publicity, government scrutiny or other reputational harm;
- ESG concerns, including climate change, could adversely affect our business, affect client activity levels, subject us to additional regulatory requirements and damage our reputation;
- impacts from geopolitical events, acts of terrorism, natural disasters, the physical effects of climate change, pandemics and other similar events may have a negative impact on our business and operations;
- tax law changes or challenges to our tax positions with respect to historical transactions may adversely affect our net income, effective tax rate and our overall results of operations and financial condition; and
- changes in accounting standards governing the preparation of our financial statements and future events could have a material impact on our reported financial condition, results of operations, cash flows and other financial data.

Investors should not place undue reliance on any forward-looking statement and should consider all risk factors discussed in the Annual Report and any subsequent reports filed with the SEC by BNY Mellon pursuant to the Exchange Act. All forward-looking statements speak only as of the date on which such statements are made, and BNY Mellon undertakes no obligation to update any statement to reflect events or circumstances after the date on which such forward-looking statement is made or to reflect the occurrence of unanticipated events.

THE BANK OF NEW YORK MELLON CORPORATION

FORM 10-K INDEX

ITEM 1. BUSINESS

Description of Business

The Bank of New York Mellon Corporation, a Delaware corporation (NYSE symbol: BK), is a global company headquartered in New York, New York, with $47.8 trillion in assets under custody and/or administration and $2.0 trillion in assets under management as of Dec. 31, 2023. With its subsidiaries, BNY Mellon has been in business since 1784.

We divide our businesses into three principal business segments: Securities Services, Market and Wealth Services and Investment and Wealth Management. We also have an Other segment, which includes the leasing portfolio, corporate treasury activities (including our securities portfolio), derivatives and other trading activity, corporate and bank-owned life insurance, renewable energy and other corporate investments and certain business exits.

For a further discussion of BNY Mellon's lines of business, products and services, see the "Overview," "Summary of financial highlights," "Fee and other revenue," "Review of business segments" and "International operations" sections in the MD&A section in the Annual Report and Notes 24 and 25 of the Notes to Consolidated Financial Statements in the Annual Report, of which portions are incorporated herein by reference. See the "Available Information" section on page 1 of this Form 10-K, which is incorporated herein by reference, for a description of how to access financial and other information regarding BNY Mellon.

Our two principal U.S. banking subsidiaries engage in trust and custody activities, investment management services, banking services and various securities-related activities. Our two principal U.S. banking subsidiaries are:

- The Bank of New York Mellon, a New York state-chartered bank, which houses our Securities Services businesses, including Asset Servicing and Issuer Services and certain Market and Wealth Services businesses, including Treasury Services and Clearance and Collateral Management, as well as the bank-advised business of Investment Management; and
- BNY Mellon, National Association ("BNY Mellon, N.A."), a national bank, which houses our Wealth Management business and certain activities of our Pershing businesses.

We have four other U.S. bank and/or trust company subsidiaries concentrating on trust products and services across the United States: The Bank of New York Mellon Trust Company, National Association, BNY Mellon Trust of Delaware, BNY Mellon Investment Servicing Trust Company and BNY Mellon Trust Company of Illinois. Most of our Investment Management business and Pershing businesses are direct or indirect non-bank subsidiaries of BNY Mellon.

Each of our bank and trust company subsidiaries is subject to regulation by the applicable bank regulatory authority. The deposits of our U.S. banking subsidiaries are insured by the Federal Deposit Insurance Corporation to the extent provided by law.

BNY Mellon's banking subsidiaries outside the United States are subject to regulation by non-U.S. regulatory authorities in addition to the Board of Governors of the Federal Reserve System (the "Federal Reserve"). The Bank of New York Mellon SA/NV ("BNY Mellon SA/NV") is the main banking subsidiary of The Bank of New York Mellon in continental Europe. It is authorized and regulated as a credit institution by the European Central Bank and the National Bank of Belgium under the Single Supervisory Mechanism and is also supervised by the Belgian Financial Services and Markets Authority for conduct of business rules. BNY Mellon SA/NV has its principal office in Brussels and branches in Amsterdam, the Netherlands; Copenhagen, Denmark; Dublin, Ireland; Frankfurt, Germany; the City of Luxembourg, Luxembourg; Madrid, Spain; Milan, Italy; Paris, France; and Wroclaw, Poland. BNY Mellon SA/NV's activities are in the Securities Services and Market and Wealth Services segments of BNY Mellon with a focus on global custody, asset servicing and collateral management. For additional discussion, see the "MD&A – Supervision and Regulation" section in the Annual Report.

Primary Subsidiaries

Exhibit 21.1 to this Form 10-K presents a list of BNY Mellon's primary subsidiaries as of Dec. 31, 2023.

Human Capital Management

Our enduring ambition is to build the best global team —one that is inclusive of varying perspectives, backgrounds and experiences, and represents the increasingly varied markets and clients we serve. Our core objective is to empower our teams to do their best work, make unique contributions and build purposeful careers in an environment where they are treated with fairness, dignity and respect.

Belonging and Inclusion

Belonging and inclusion is integral to who we are as a company, what our people experience as members of our global team, and how we serve all of our stakeholders. Our strategy is not separate, but embedded in the way we do business, our operating model, talent experience and client value proposition.

We aim for fair inclusion by working with professional associations, educational institutions, think tanks and nonprofits to deepen engagement with Black, Hispanic/Latino, Asian, LGBT+, neuro-diverse individuals, people with disabilities and talent from other underrepresented backgrounds.

At the end of 2023, women were 40% of BNY Mellon's global workforce and 44% of BNY Mellon's U.S. workforce. Further, 39% of BNY Mellon's U.S. workforce were from U.S. underrepresented ethnic and/or racial backgrounds.

At the end of 2023, 40% of BNY Mellon's Executive Committee were women and 28% of BNY Mellon's Executive Committee were from underrepresented ethnic and/or racial backgrounds.

Our Board of Directors is committed to fostering and maintaining its diversity. At the end of 2023, 40% of our Board of Directors were women and 30% of our Board of Directors was composed of individuals from underrepresented ethnic and/or racial backgrounds. In addition, four of BNY Mellon's six standing committees of its Board of Directors are chaired by a diverse director based on race or gender.

Retention, Training and Development

We seek to attract and retain employees by providing a rewarding employee experience. We recognize that employees seek a supportive, safe and inclusive workplace, and we continually evaluate our employee engagement and wellbeing programs in an effort to meet those expectations. We offer a 401(k) plan for U.S. employees and other defined contribution retirement plans worldwide, where consistent with market practice. We also maintain defined benefit plans for certain current and former employees, some of which are frozen (including in the U.S.). At Dec. 31, 2023, we had approximately 43,100 participants in our 401(k) plan, including former employees. In addition, our frozen U.S. defined benefit pension plan covered approximately 7,400 U.S. participants, and our non-U.S. defined benefit plans (some frozen) covered approximately 18,000 non-U.S. participants.

The Bank of New York Mellon Corporation has provided eligible employees an award of 10 restricted stock units ("RSUs") or BK Shares. BK Shares is an equity grant that allows for eligible employees to become equity owners and share in the Company's success.

At key career transition points, from internship to executive management, we offer programs and development opportunities to help employees advance their careers and progress within our organization. Our extensive training and development opportunities are designed to enable employees to grow professionally and advance within our organization.

We engage with employees to encourage innovation, show appreciation for their contributions, and gather feedback on how we can build a more rewarding, inclusive workplace. For example, we regularly gather feedback through an all-employee survey.

Employee Wellbeing, Health and Safety

BNY Mellon's holistic approach to employee wellbeing is designed to create a healthy, resilient and vibrant workforce. Our programs are designed to provide employees access to resources to help improve their physical health, emotional resilience, financial wellbeing and social connections. Further, we work to ensure the safety of our employees and clients in all of our facilities.

BNY Mellon fosters a high-performance culture and supports employee work/life balance, while also delivering on our regulatory requirements and business imperatives. We endeavor to promote a collaborative and effective workplace for our people,

while continuing to embrace the concept of flexibility and enhancing our culture and commercial impact.

Employees and International Operations

Globally, at Dec. 31, 2023, BNY Mellon and its subsidiaries had approximately 53,400 full-time employees.

We pride ourselves on providing dedicated service through our multilingual sales, marketing and client service teams. At Dec. 31, 2023, approximately 55% of our total employees (full-time and part-time employees) were based outside the U.S., with approximately 11,000 employees in Europe, the Middle East and Africa ("EMEA"), approximately 18,400 employees in the Asia-Pacific region ("APAC") and approximately 800 employees in other global locations, primarily Brazil.

Supervision and Regulation

Information on the supervision and regulation of BNY Mellon can be found in the "MD&A – Supervision and Regulation" section in the Annual Report, which is incorporated herein by reference.

Competition

BNY Mellon is subject to competition in all aspects and areas of our business. Our Securities Services and Market and Wealth Services businesses compete with domestic and international financial services firms that offer custody services, corporate trust services, clearing services, collateral management services, credit services, securities brokerage, foreign exchange services, derivatives, depositary receipt services and integrated cash management solutions and related products, as well as a wide range of technology service providers, such as financial services data processing firms. Our Investment and Wealth Management business competes with domestic and international investment management and wealth management firms, hedge funds, investment banking companies and other financial services companies, including trust banks, brokerage firms and insurance companies, as well as a wide range of technology service providers.

Competition in the financial services industry continues to be intense. Competition is based on a number of factors including, among others, customer service and convenience, transaction execution, capital or access to capital, quality and range of products and services offered, performance, technological innovation and expertise, price, reputation and lending limits. Competition also varies based on the types of clients, customers, industries and geographies served. Our ability to continue to compete effectively also depends in large part on our ability to attract new employees, retain, develop and motivate our existing employees, amid heightened regulatory restrictions and an inflationary environment. Our competitive position may be affected by institutions that are not similarly subject to extensive regulation, and as further technological advances enable more companies to provide financial services.

For additional discussion regarding competition, see "MD&A – Risk Factors – Operational Risk – Our business may be adversely affected if we are unable to attract, retain, develop and motivate employees" and "MD&A – Risk Factors – Strategic Risk – We are subject to competition in all aspects of our business, which could negatively affect our ability to maintain or increase our profitability" in the Annual Report, which are incorporated herein by reference.

ITEM 1A. RISK FACTORS

The information required by this Item is set forth in the Annual Report under "MD&A – Risk Factors," which portion is incorporated herein by reference.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

The information required by this Item is set forth in the "MD&A – Cybersecurity" section in the Annual Report, which is incorporated herein by reference.

ITEM 2. PROPERTIES

Our corporate headquarters, located at 240 Greenwich Street in New York City, is a 23-story building of approximately 1.2 million square feet that we own.

We have additional offices and commercial space in the U.S. and elsewhere in the Americas, primarily Brazil and Canada, which together consist of approximately 5.0 million square feet of leased and owned space.

In the EMEA region, we have offices that total approximately 1.3 million square feet of leased and owned space, and we have 1.4 million square feet of leased space in the APAC region.

Our global facilities are used across our business segments for corporate purposes. In the preceding paragraphs, square footage figures do not include excess space that has been vacated and/or subleased to third parties. We regularly evaluate our space capacity in relation to current and projected needs. We have incurred and may in the future incur costs if we reduce our space capacity or commit to, or occupy, new properties in locations in which we operate and dispose of existing space. These costs may be material to our operating results in a given period.

ITEM 3. LEGAL PROCEEDINGS

The information required by this Item is set forth in the "Legal proceedings" section in Note 22 of the Notes to Consolidated Financial Statements in the Annual Report, which portion is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange under the ticker symbol BK. As of Jan. 31, 2024, there were 21,154 holders of record of our common stock.

Additional information about our common stock, including additional information about share repurchases and existing Board of Directors authorizations with respect to purchases by us of our common stock and other equity securities is provided in the "Capital – Issuer purchases of equity securities" section in the MD&A in the Annual Report and Note 15 of the Notes to Consolidated Financial Statements in the Annual Report, which portions are incorporated herein by reference. Share repurchases may be executed through open market repurchases, in privately negotiated transactions or by other means, including through repurchase plans designed to comply with Rule 10b5-1 and other derivative, accelerated share repurchase and other structured transactions.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information required by this Item is set forth in the MD&A and Notes 3, 6, 12, 14, 19, 22 and 23 of the Notes to Consolidated Financial Statements in the Annual Report, which portions are incorporated herein by reference.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this Item is set forth in the "Trading activities and risk management," "Asset/liability management" and "Risk Management" sections in the MD&A in the Annual Report and "Derivative financial instruments" under Note 1 and Notes 20 and 23 of the Notes to Consolidated Financial Statements in the Annual Report, which portions are incorporated herein by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Reference is made to Item 15 on page 13 hereof for a detailed listing of the items under Exhibits and Financial Statements, which are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, including the Chief Executive Officer and Chief Financial Officer, with participation by the members of the Disclosure Committee, has responsibility for ensuring that there is an adequate and effective process for establishing, maintaining, and evaluating disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in our SEC reports is timely recorded, processed, summarized and reported and that information required to be disclosed by BNY Mellon is accumulated and communicated to BNY Mellon's management to allow timely decisions regarding the required disclosure. In addition, our ethics hotline can be used by employees and others for the anonymous communication of concerns about financial controls or reporting matters. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

As of Dec. 31, 2023, an evaluation was carried out under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) of the Exchange Act. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

In the ordinary course of business, we may routinely modify, upgrade or enhance our internal controls and procedures for financial reporting. There have not been any changes in our internal control over financial reporting as defined in Rule 13a-15(f) of the Exchange Act during the fourth quarter of 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management Report on Internal Control over Financial Reporting and Report of Independent Registered Public Accounting Firm

See "Report of Management on Internal Control Over Financial Reporting" and "Report of Independent Registered Public Accounting Firm" on pages 121 and 122 of the Annual Report, each of which is incorporated herein by reference.

ITEM 9B. OTHER INFORMATION

(a) On Feb. 23, 2024, the Human Resources and Compensation Committee of the Board of Directors of The Bank of New York Mellon Corporation (the "Corporation") amended and restated the Executive Severance Plan (the "ESP"), effective March 1, 2024. The ESP maintains the same severance components and formula. Updates are to the "Pro-Rata Annual Incentive Award" that is provided under the ESP for the year of termination that is revised to include eligibility for a full pro-rated amount of such award (cash and deferred), to align the ESP's definition of "Cause" with the definition for such term in the participant's most recently granted equity award agreement, and to effectuate certain other changes. The foregoing summary of the amendments is qualified in its entirety by reference to the amended and restated ESP, which is filed herewith as Exhibit 10.30 and incorporated herein by reference.

(b) Certain of our officers or directors have made elections to participate in, and are participating in, our dividend reinvestment plan, employee stock purchase plan and 401(k) plan, and have made, and may from time to time make, elections to have shares withheld to cover withholding taxes or pay the exercise price of stock awards, which may be designed to satisfy the affirmative defense conditions of Rule 10b5-1 under the Exchange Act or may constitute non-Rule 10b5-1 trading arrangements (as defined in Item 408(c) of Regulation S-K).

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item is included below and in the Proxy in the following sections: "Delinquent Section 16(a) Reports" under the heading "Additional Information – Information on Stock Ownership;" "Background" under the heading "Item 1 – Election of Directors – Resolution;" "Nominees" under the heading "Item 1 – Election of Directors;" and "Board Meetings and Committee Information – Committees and Committee Charters" and "– Audit Committee" under the heading "Item 1 – Election of Directors – Corporate Governance and Board Information," which are incorporated herein by reference.

CODE OF ETHICS

We have adopted a code of ethics for our employees which we refer to as our Code of Conduct. The Code of Conduct applies to all employees of BNY Mellon or an entity that is more than 50% owned by us, including our Chief Executive Officer (principal executive officer), Chief Financial Officer (principal financial officer) and Controller (principal accounting officer). The Code of Conduct is posted on our website at https://www.bnymellon.com/content/dam/bnymellon/documents/pdf/csr/employee-code-of-conduct.pdf. We also have a code of ethics for our directors, which we refer to as our Directors' Code of Conduct. The Directors' Code of Conduct applies to all directors of BNY Mellon. The Directors' Code of Conduct is posted on our website at https://www.bnymellon.com/content/dam/bnymellon/documents/pdf/investor-relations/directors-code-of-conduct.pdf. We intend to disclose on our website any amendments to or waivers of (i) the Code of Conduct relating to executive officers (including the officers specified below) and (ii) the Directors' Code of Conduct relating to our directors.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The position of Chief Executive Officer is held for the year for which the Board of Directors was elected and until the appointment and qualification of a successor or until earlier death, resignation, disqualification or removal. All other executive officers serve at the pleasure of the appointing authority. No executive officer has a family relationship to any other executive officer or director.

Name	Age	Positions and offices
Catherine Keating	62	Ms. Keating has served as Senior Executive Vice President and Global Head of Wealth Management at BNY Mellon since July 2018. From February 2015 to June 2018, Ms. Keating was the Chief Executive Officer of Commonfund.
Jayee Koffey	43	Ms. Koffey has served as Senior Executive Vice President, Global Head of Enterprise Execution and Chief Corporate Affairs Officer since February 2023. Ms. Koffey served as Head of the Executive Office and Company Chief of Staff from August 2022 to February 2023. Previously, from 2011 to July 2022, Ms. Koffey worked at The Goldman Sachs Group, Inc., most recently as Chief Enterprise Risk Officer.
Senthil Kumar	58	Mr. Kumar has served as Senior Executive Vice President and Chief Risk Officer of BNY Mellon since July 2019. Mr. Kumar served as Chief Risk Officer of the Institutional Clients Group at Citigroup Inc. from April 2014 to June 2019.
Kurtis R. Kurimsky	50	Mr. Kurimsky has served as Vice President and Controller of BNY Mellon since July 2015.
J. Kevin McCarthy	59	Mr. McCarthy has served as Senior Executive Vice President and General Counsel of BNY Mellon since April 2014.
Dermot McDonogh	58	Mr. McDonogh has served as Senior Executive Vice President of BNY Mellon since October 2022 and as Chief Financial Officer of BNY Mellon since February 2023. From 2015 to July 2022, Mr. McDonogh served as the Chief Operating Officer of the Europe, Middle East, and Africa region for Goldman Sachs International and as the Chief Executive Officer of Goldman Sachs International Bank.

Name	Age	Positions and offices
Roman Regelman	52	Mr. Regelman has served as Senior Executive Vice President and Global Head of Securities Services and Digital of BNY Mellon since April 2023. Mr. Regelman previously served as Chief Executive Officer of Asset Servicing, Issuer Services and Digital from April 2022 to April 2023 and Chief Executive Officer of Asset Servicing and Head of Digital from January 2020 to April 2022. From September 2018 to January 2020, Mr. Regelman served as Senior Executive Vice President and Head of Digital.
Hanneke Smits	57	Ms. Smits has served as Senior Executive Vice President and Global Head of Investment Management at BNY Mellon since October 2020 and served as the Chief Executive Officer of Newton Investment Management from August 2016 to September 2020.
Robin Vince	52	Mr. Vince has served as President and Chief Executive Officer of BNY Mellon since September 2022, and as President and Chief Executive Officer-Elect from March 2022 until September 2022. Previously, Mr. Vince was Vice Chair and Chief Executive Officer of Global Market Infrastructure at BNY Mellon since October 2020. From 1994 until September 2020, Mr. Vince worked at Goldman Sachs, most recently as Chief Risk Officer and a member of the Management Committee.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is included in the Proxy in the following sections: "Director Compensation" under the heading "Item 1 – Election of Directors;" "Compensation Discussion & Analysis" and "Executive Compensation Tables and Other Compensation Disclosures" under the heading "Item 2 – Advisory Vote on Compensation;" "Board Meetings and Committee Information – Committees and Committee Charters" and "– Human Resources and Compensation Committee" under the heading "Item 1 – Election of Directors – Corporate Governance and Board Information," which are incorporated herein by reference. The information incorporated herein by reference to the section "Report of the HRC Committee" under the heading "Item 2 – Advisory Vote on Compensation – Compensation Discussion & Analysis" is deemed furnished hereunder.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item is included in the Proxy in the following sections: "Equity Compensation Plans" and "Information on Stock Ownership" under the heading "Additional Information," which are incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item is included in the Proxy in the following sections: "Business Relationships and Related Party Transactions Policy" and "Director Independence" under the heading "Item 1 – Election of Directors – Corporate Governance and Board Information;" and "Board Meetings and Committee Information – Committees and Committee Charters," "– Audit Committee," "– Corporate Governance, Nominating and Social Responsibility Committee" and "– Human Resources and Compensation Committee" under the heading "Item 1 – Election of Directors – Corporate Governance and Board Information," which are incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item is included in the Proxy in the following section: "Item 3 – Ratification of KPMG LLP," which is incorporated herein by reference. KPMG LLP's Public Company Accounting Oversight Board ("PCAOB") firm identification number is 185.

ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a) The financial statements, schedules and exhibits required for this Form 10-K are incorporated by reference as indicated in the following index. Page numbers refer to pages of the Annual Report for Items (1) and (2) Financial Statements and Schedules.

(3) Exhibits

See (b) below.

(b) The exhibits listed on the Index to Exhibits on pages 14 through 19 hereof are incorporated by reference or filed or furnished herewith in response to this Item.

(c) Other Financial Data

None.

ITEM 16. FORM 10-K SUMMARY

None.

INDEX TO EXHIBITS

Pursuant to the rules and regulations of the SEC, BNY Mellon has filed certain agreements as exhibits to this Form 10-K. These agreements may contain representations and warranties by the parties to such agreements. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in BNY Mellon's public disclosure, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards that are different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe BNY Mellon's actual state of affairs at the date hereof and should not be relied upon.

Exhibit	Description	Method of Filing
3.1	Restated Certificate of Incorporation of The Bank of New York Mellon Corporation.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 000-52710) as filed with the Commission on July 2, 2007, and incorporated herein by reference.
3.2	Certificate of Amendment to The Bank of New York Mellon Corporation's Restated Certificate of Incorporation, as filed with the Secretary of State of the State of Delaware on April 9, 2019.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on April 10, 2019, and incorporated herein by reference.
3.3	Certificate of Designations of The Bank of New York Mellon Corporation with respect to the Series A Noncumulative Preferred Stock, dated June 15, 2007.	Previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 000-52710) as filed with the Commission on July 5, 2007, and incorporated herein by reference.
3.4	Certificate of Designations of The Bank of New York Mellon Corporation with respect to the Series F Noncumulative Perpetual Preferred Stock, dated July 29, 2016.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on Aug. 1, 2016, and incorporated herein by reference.
3.5	Certificate of Designations of The Bank of New York Mellon Corporation with respect to the Series G Noncumulative Perpetual Preferred Stock, dated May 15, 2020.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on May 19, 2020 and incorporated herein by reference.
3.6	Certificate of Designations of The Bank of New York Mellon Corporation with respect to the Series H Noncumulative Perpetual Preferred Stock, dated Nov. 2, 2020.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on Nov. 3, 2020 and incorporated herein by reference.
3.7	Certificate of Designations of The Bank of New York Mellon Corporation with respect to the Series I Noncumulative Perpetual Preferred Stock, dated Nov. 16, 2021.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on Nov. 18, 2021, and incorporated herein by reference.

Exhibit		Description	Method of Filing
3.8		Amended and Restated By-Laws of The Bank of New York Mellon Corporation, as amended and restated on Aug. 8, 2023.	Previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on Aug. 11, 2023, and incorporated herein by reference.
4.1		None of the instruments defining the rights of holders of long-term debt of the Parent or any of its subsidiaries represented long-term debt in excess of 10% of the total assets of the Company as of Dec. 31, 2023. The Company hereby agrees to furnish to the Commission, upon request, a copy of any such instrument.	N/A
4.2		Description of the Company's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934.	Filed herewith.
10.1	*	Deferred Compensation Plan for Non-Employee Directors of The Bank of New York Company, Inc.	Previously filed as Exhibit 10(s) to The Bank of New York Company, Inc.'s Annual Report on Form 10-K (File No. 001-06152) for the year ended Dec. 31, 1993, and incorporated herein by reference.
10.2	*	Amendment effective as of Nov. 8, 1994 to Deferred Compensation Plan for Non-Employee Directors of The Bank of New York Company, Inc.	Previously filed as Exhibit 10(z) to The Bank of New York Company, Inc.'s Annual Report on Form 10-K (File No. 001-06152) for the year ended Dec. 31, 1994, and incorporated herein by reference.
10.3	*	Amendment effective Feb. 11, 1997 to Deferred Compensation Plan for Non-Employee Directors of The Bank of New York Company, Inc.	Previously filed as Exhibit 10(j) to The Bank of New York Company, Inc.'s Annual Report on Form 10-K (File No. 001-06152) for the year ended Dec. 31, 1996, and incorporated herein by reference.
10.4	*	Amendment to Deferred Compensation Plan for Non-Employee Directors of The Bank of New York Company, Inc. effective as of July 11, 2000.	Previously filed as Exhibit 10(d) to The Bank of New York Company, Inc.'s Quarterly Report on Form 10-Q (File No. 001-06152) for the quarter ended Sept. 30, 2000, and incorporated herein by reference.
10.5	*	Amendment effective as of Nov. 12, 2002 to Deferred Compensation Plan for Non-Employee Directors of The Bank of New York Company, Inc.	Previously filed as Exhibit 10(yy) to The Bank of New York Company, Inc.'s Annual Report on Form 10-K (File No. 001-06152) for the year ended Dec. 31, 2003, and incorporated herein by reference.
10.6	*	The Bank of New York Mellon Corporation Deferred Compensation Plan for Directors, effective Jan. 1, 2008.	Previously filed as Exhibit 10.71 to the Company's Annual Report on Form 10-K (File No. 000-52710) for the year ended Dec. 31, 2007, and incorporated herein by reference.

Exhibit		Description	Method of Filing
10.7	*	The Bank of New York Mellon Corporation Deferred Compensation Plan for Employees.	Previously filed as Exhibit 4.4 to the Company's Form S-8 (File No. 333-149473) filed on Feb. 29, 2008, and incorporated herein by reference.
10.8	*	Form of Long-Term Incentive Plan Deferred Stock Unit Agreement for Directors of The Bank of New York Mellon Corporation.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-52710) for the quarter ended June 30, 2008, and incorporated herein by reference.
10.9	*	The Bank of New York Mellon Corporation Policy Regarding Shareholder Approval of Future Senior Officers Severance Arrangements, effective July 12, 2010.	Previously filed as Exhibit 99.3 to the Company's Current Report on Form 8-K (File No. 000-52710) as filed with the Commission on July 16, 2010, and incorporated herein by reference.
10.10	*	The Bank of New York Mellon Corporation Defined Contribution IRC 401(a)(17) Plan (as amended and restated).	Previously filed as Exhibit 10.69 to the Company's Annual Report on Form 10-K (File No. 001-35651) for the year ended Dec. 31, 2015, and incorporated herein by reference.
10.11	*	Form of Amended and Restated Indemnification Agreement with Directors of The Bank of New York Mellon Corporation.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended June 30, 2016, and incorporated herein by reference.
10.12	*	Form of Amended and Restated Indemnification Agreement with Executive Officers of The Bank of New York Mellon Corporation.	Previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended June 30, 2016, and incorporated herein by reference.
10.13	*	The Bank of New York Mellon Corporation Executive Severance Plan, as amended on Feb. 12, 2018.	Previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on Feb. 13, 2018, and incorporated herein by reference.
10.14	*	The Bank of New York Mellon Corporation 2019 Long-Term Incentive Plan.	Previously filed as Annex C to the Company's definitive Proxy Statement on Schedule 14A filed on March 8, 2019 and incorporated herein by reference.
10.15	*	The Bank of New York Mellon Corporation 2019 Executive Incentive Compensation Plan.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended Sept. 30, 2019, and incorporated herein by reference.
10.16	*	2020 Form of Performance Share Unit Agreement.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended Sept. 30, 2020, and incorporated herein by reference.
10.17	*	2020 Form of Restricted Stock Unit Agreement.	Previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended Sept. 30, 2020, and incorporated herein by reference.

Exhibit		Description	Method of Filing
10.18	*	Letter Agreement, dated Aug. 19, 2020, between The Bank of New York Mellon Corporation and Robin Vince.	Previously filed as Exhibit 10.49 to the Company's Annual Report on Form 10-K (File No. 001-35651) for the year ended Dec. 31, 2020, and incorporated herein by reference.
10.19	*	2021 Form of Performance Share Unit Agreement.	Previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended June 30, 2021, and incorporated herein by reference.
10.20	*	2021 Form of Restricted Stock Unit Agreement.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended June 30, 2021, and incorporated herein by reference.
10.21	*	2022 Form of Performance Share Unit Agreement.	Previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended Sept. 30, 2022, and incorporated herein by reference.
10.22	*	2022 Form of Restricted Stock Unit Agreement.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended Sept. 30, 2022, and incorporated herein by reference.
10.23	*	Amendment, dated Aug. 30, 2022, to Letter Agreement between The Bank of New York Mellon Corporation and Robin Vince.	Previously filed as Exhibit 10.42 to the Company's Annual Report on Form 10-K (File No. 001-35651) for the year ended Dec. 31, 2022, and incorporated herein by reference.
10.24	*	Gulfstream Aircraft Time Sharing Agreement, entered into as of Jan. 23, 2023, by and between The Bank of New York Mellon and Robin Vince.	Filed herewith.
10.25	*	Dassault Aircraft Time Sharing Agreement, entered into as of Jan. 23, 2023, by and between The Bank of New York Mellon and Robin Vince.	Filed herewith.
10.26	*	2023 Form of Performance Share Unit Agreement.	Previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended March. 31, 2023, and incorporated herein by reference.
10.27	*	2023 Form of Restricted Stock Unit Agreement.	Previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended March 31, 2023, and incorporated herein by reference.
10.28	*	2024 Form of Performance Share Unit Agreement.	Filed herewith.

Exhibit		Description	Method of Filing
10.29	*	2024 Form of Restricted Stock Unit Agreement.	Filed herewith.
10.30	*	The Bank of New York Mellon Corporation Executive Severance Plan, as amended and restated effective March 1, 2024.	Filed herewith.
13.1		All portions of The Bank of New York Mellon Corporation 2023 Annual Report to Shareholders that are incorporated herein by reference. The remaining portions are furnished for the information of the SEC and are not "filed" as part of this filing.	Filed and furnished herewith.
21.1		Primary subsidiaries of the Company.	Filed herewith.
22.1		Subsidiary Issuer of Guaranteed Securities.	Previously filed as Exhibit 22.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-35651) for the quarter ended March 31, 2021, and incorporated herein by reference.
23.1		Consent of KPMG LLP.	Filed herewith.
24.1		Power of Attorney.	Filed herewith.
31.1		Certification of the Chief Executive Officer pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2		Certification of the Chief Financial Officer pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32.1		Certification of the Chief Executive Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
32.2		Certification of the Chief Financial Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
97.1		Recovery of Erroneously Awarded Incentive-Based Compensation Policy.	Filed herewith.
101.INS		Inline XBRL Instance Document.	This instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
101.SCH		Inline XBRL Taxonomy Extension Schema Document.	Filed herewith.

Exhibit	Description	Method of Filing
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	Filed herewith.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith.
104	The cover page of The Bank of New York Mellon Corporation's Annual Report on Form 10-K for the year ended Dec. 31, 2023, formatted in inline XBRL.	The cover page interactive data file is embedded within the inline XBRL document and included in Exhibit 101.

* Management contract or compensatory plan, contract or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, BNY Mellon has duly caused this Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized.

The Bank of New York Mellon Corporation

By: /s/ Robin Vince
Robin Vince
President and Chief Executive Officer

DATED: February 28, 2024

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report has been signed below by the following persons on behalf of BNY Mellon and in the capacities and on the date indicated.

Signature	Capacities
By: /s/ Robin Vince Robin Vince President and Chief Executive Officer	Director and Principal Executive Officer
By: /s/ Dermot McDonogh Dermot McDonogh Chief Financial Officer	Principal Financial Officer
By: /s/ Kurtis R. Kurimsky Kurtis R. Kurimsky Corporate Controller	Principal Accounting Officer
Linda Z. Cook; Joseph J. Echevarria; M. Amy Gilliland; Jeffrey A. Goldstein; K. Guru Gowrappan; Ralph Izzo; Sandra E. O'Connor; Elizabeth E. Robinson; Alfred W. Zollar	Directors
By: /s/ J. Kevin McCarthy J. Kevin McCarthy Attorney-in-fact	DATED: February 28, 2024

Exhibit 4.2

THE BANK OF NEW YORK MELLON CORPORATION
DESCRIPTION OF SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934
AS OF DECEMBER 31, 2021

The following is a summary description of each class of securities of The Bank of New York Mellon Corporation (the "Company") that is registered under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act").

The following summary is not complete. It is subject to and qualified in its entirety by reference to the pertinent sections of the Company's Restated Certificate of Incorporation, as amended (including, but not limited to, the Series A Certificate of Designations (as defined below)), and Amended and Restated By-Laws, each of which are incorporated by reference as exhibits to this Annual Report on Form 10-K, and to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and federal law governing bank holding companies.

DESCRIPTION OF COMMON STOCK

General

The Company is authorized to issue 3,500,000,000 shares of common stock, par value $0.01 per share (the "Common Stock"). The Common Stock is listed on the New York Stock Exchange under the symbol "BK."

The rights of holders of Common Stock are subject to, and may be adversely affected by, the rights of holders of any of the Company's preferred stock that have been issued and may be issued in the future.

Dividends

The holders of Common Stock are entitled to receive dividends, when, as and if declared by the Company's board of directors out of any funds legally available therefor, subject to the preferences applicable to any outstanding preferred stock.

The Company's ability to pay dividends on its Common Stock:

- depends primarily upon the ability of its subsidiaries, including The Bank of New York Mellon, BNY Mellon, National Association and Pershing LLC, to pay dividends or otherwise transfer funds to it;
- is subject to policies established by the Federal Reserve Bank of New York (the "Federal Reserve"). See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Supervision and Regulation—Capital Planning and Stress Testing—Payment of Dividends, Stock Repurchases and Other Capital Distributions" and Part I, "Item 1. Business—Supervision and Regulation" in this Annual Report on Form 10-K; and
- will be prohibited, subject to certain restrictions, in the event that the Company does not declare and pay in full preferred dividends for the then-current dividend period of its Series A Noncumulative Preferred Stock, $100,000 liquidation preference per share (the "Series A Preferred Stock") or the last preceding dividend period of its Series F Noncumulative Perpetual Preferred Stock, $100,000 liquidation preference per share (the "Series F Preferred Stock"), its Series G Noncumulative Perpetual Preferred Stock, $100,000 liquidation preference per share (the "Series G Preferred Stock"), its Series H Noncumulative Perpetual Preferred Stock, $100,000 liquidation preference per share (the "Series H

Preferred Stock") and its Series I Noncumulative Perpetual Preferred Stock, $100,000 liquidation preference per share (the "Series I Preferred Stock").

Voting

Holders of Common Stock are entitled to one vote for each share held on all matters as to which shareholders are entitled to vote. The holders of Common Stock do not have cumulative voting rights.

In any uncontested election of directors, each director will be elected under a majority voting standard as opposed to a plurality voting standard. Under a majority voting standard, a nominee for director is elected if the votes cast "for" such nominee's election exceed the votes cast "against" such nominee's election (with "abstentions" not counted as a vote cast either "for" or "against" that director's election). A plurality standard will apply in any contested election of directors, which is an election in which the number of nominees for director exceeds the number of directors to be elected. Under the Company's Corporate Governance Guidelines, in an election of directors, any incumbent director who fails to receive more "for" votes than "against" votes in any uncontested election must tender his or her resignation to the independent Chair or Lead Director (or such other director designated by the Company's board of directors if the director failing to receive the majority of votes cast is the independent Chair or Lead Director) promptly after the certification of the stockholder vote. The matter will then be referred to the Corporate Governance, Nominating and Social Responsibility Committee. The Corporate Governance, Nominating and Social Responsibility Committee will promptly consider the tendered resignation and recommend to the Company's board of directors whether to accept or reject it, or whether other action should be taken. The Corporate Governance, Nominating and Social Responsibility Committee will consider whatever factors its members deem relevant, including, without limitation, the stated reasons for the "against" votes, the length of service and qualifications of any incumbent director whose resignation has been tendered, the incumbent director's contributions to the Company, and the mix of skills and backgrounds on the Company's board of directors. The board of directors will act on the Corporate Governance, Nominating and Social Responsibility Committee's recommendation, considering the factors considered by the committee and such additional information and factors as it deems relevant. A director who tenders his or her resignation pursuant to the above-described Corporate Governance Guidelines will not vote on the issue of whether his or her tendered resignation will be accepted or rejected.

Liquidation Rights

Upon liquidation of the Company, holders of Common Stock are entitled to receive pro rata the net assets of the Company after satisfaction in full of the prior rights of creditors of the Company (including holders of the Company's debt securities) and holders of any of the Company's preferred stock.

Miscellaneous

Holders of Common Stock do not have any preferential or preemptive right with respect to any securities of the Company or any conversion rights. The Common Stock is not subject to redemption. The outstanding shares of Common Stock are fully paid and non-assessable.

Computershare Trust Company, N.A. is the Transfer Agent and Registrar for the Common Stock. Computershare, Inc. is the Dividend Disbursement Agent for the Common Stock.

Certain Provisions of Delaware Law and the Company's Amended and Restated By-Laws

The Company is also subject to Section 203 of the DGCL. Section 203 prohibits the Company from engaging in any business combination (as defined in Section 203) with an "interested stockholder" for a period of three years subsequent to the date on which the stockholder became an interested stockholder unless:

- prior to such date, the Company's board of directors approve either the business combination or the transaction in which the stockholder became an interested stockholder;

- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owns at least 85% of the outstanding voting stock (with certain exclusions); or

- the business combination is approved by the Company's board of directors and authorized by a vote (and not by written consent) of at least 66 2/3% of the outstanding voting stock not owned by the interested stockholder.

For purposes of Section 203, an "interested stockholder" is defined as an entity or person beneficially owning 15% or more of the Company's outstanding voting stock, based on voting power, and any entity or person affiliated with or controlling or controlled by such an entity or person.

A "business combination" includes mergers, asset sales and other transactions resulting in financial benefit to a stockholder. Section 203 could prohibit or delay mergers or other takeover or change of control attempts with respect to the Company and, accordingly, may discourage attempts that might result in a premium over the market price for the shares held by stockholders.

Such provisions may have the effect of deterring hostile takeovers or delaying changes in control of management or the Company.

Under the provisions of Section 203, a corporation can expressly elect not to be governed by the business combination provisions in its Restated Certificate of Incorporation or Amended and Restated By-Laws, but, as of the date of this report, the Company has not done so.

The Company's Amended and Restated By-Laws establish an advance notice procedure with regard to nomination by stockholders of candidates for election as directors and with regard to proposals by stockholders to be brought before a meeting of stockholders. In general, written notice must be received by the Secretary of the Company:

- in the case of an annual meeting, not less than 90 calendar days or more than 120 calendar days before the anniversary date of the Company's proxy statement released to the stockholders in connection with the previous year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 calendar days from the date of the most recent previous annual meeting, notice by the stockholder will be timely if it is received (A) on or before the later of (1) 120 calendar days before the date of the annual meeting at which such business is to be presented, or (2) 10 calendar days following the first public announcement by the Company of the annual meeting date and (B) not later than 15 calendar days prior to the scheduled mailing date of the Company's proxy materials for that annual meeting;

- for nominations to be properly brought before a meeting by a stockholder for the election of directors, (i) not less than 90 calendar days or more than 120 calendar days prior to the first anniversary of the previous year's annual meeting and (ii) in the case of a special meeting of stockholders at which directors are to be elected, not later than the close of business on the tenth calendar day following the earlier of the day on which notice of the meeting date was mailed and the day on which public announcement of the meeting date was made; provided, however, that in the event that the date of the annual meeting at which directors are to be elected is more than 30 calendar days from the date of the most recent previous annual meeting, notice by the stockholder of intent to make a nomination for director will be timely if it is received (A) on or before the later of (1) 120 calendar days before the date of the annual meeting at which such business is to be presented, as the case may be, or (2) 30 calendar days following the first public announcement by the Company of the annual meeting date and (B) not later than 15 calendar days prior to the scheduled mailing date of the Company's proxy materials for that annual meeting.

The notice associated with a stockholder nominee for the board of directors must also provide certain information, questionnaires, representations and agreements and be updated and supplemented as set forth in the

Company's Amended and Restated By-Laws. A stockholder that complies with the procedures set forth in the Company's Amended and Restated By-Laws and the Exchange Act, including Rule 14a-8 thereunder, would be permitted to nominate individual(s) for the board of directors at a stockholders meeting, and any stockholder may vote in person or by proxy for any individual who has been nominated in accordance with the Company's Amended and Restated By-Laws. In addition, the Company's Amended and Restated By-Laws permit a stockholder, or a group of up to 20 stockholders, owning 3% or more of the outstanding Common Stock continuously for at least three years, to nominate and include in the Company's proxy materials for an annual meeting directors constituting up to two individuals or 20% of the board or directors, whichever is greater, provided that the stockholder(s) and the nominee(s) satisfy the requirements specified in the Company's Amended and Restated By-Laws. Further, the Company's Amended and Restated By-Laws establish that the Company need not present and may disregard a stockholder nomination if the proposing stockholder fails to meet applicable requirements, including the failure to meet the requirements under the Company's Amended and Restated By-Laws or Rule 14a-19 of the Exchange Act, or failure of the stockholder or qualified representative to appear at such meeting to present the nomination.

The advance notice of the stockholder's proposal must set forth a description of the business that the stockholder intends to bring before the meeting, including the text of the proposal, and certain information regarding the proposing stockholder, including the name and address of the stockholder, the classes and numbers of shares of the Company's capital stock beneficially owned by each such stockholder, a representation that such stockholder is and will at the time of the annual meeting be a holder of record of the Company's capital stock who is entitled to vote at the meeting and that such stockholder intends to appear in person or by proxy at the meeting to present such proposal(s), the name and address of any beneficial owners of the Company's stock on whose behalf such business is to be presented, the reasons for conducting the business at the meeting and any material interest of the stockholder or any such beneficial owner in such business, information on any agreement, arrangement or understanding (including hedging, derivative, or other similar transactions) with respect to the Company's securities, debt instruments or credit ratings within the prior six months and a representation that the stockholder or beneficial owner intends to deliver a proxy statement to and solicit proxies from stockholders of at least the percentage of voting power of all of the shares of capital stock required under applicable law to approve the proposal or otherwise solicit proxies from stockholders in support of such proposal in compliance with applicable legal requirements.

The Company's Amended and Restated By-Laws provide stockholders holding an aggregate "net long position" (as defined in the Amended and Restated By-Laws) representing at least 20% of the outstanding Common Stock the right to request that the Secretary of the Company call a special meeting of stockholders. The Company's Amended and Restated By-Laws also set forth the requirements and procedures of such a stockholder special meeting request, including with respect to (i) when multiple requests will be considered together, (ii) the information required when submitting a request, (iii) limitations on when requests may be made, (iv) the time for holding a special meeting following a request and (v) the appropriate scope of business at any meeting held pursuant to a request.

The Company's Amended and Restated By-Laws also provide that vacancies on the board of directors may only be filled by a majority of directors then in office, except that those vacancies resulting from removal from office by a vote of the stockholders may be filled by a vote of the stockholders at the same meeting at which such removal occurs.

DESCRIPTION OF THE 6.244% FIXED-TO-FLOATING RATE NORMAL PREFERRED CAPITAL SECURITIES OF MELLON CAPITAL IV (FULLY AND UNCONDITIONALLY GUARANTEED BY THE BANK OF NEW YORK MELLON CORPORATION) AND THE SERIES A PREFERRED STOCK

Description of the 6.244% Fixed-to-Floating Rate Normal Preferred Capital Securities

General

The 6.244% Fixed-to-Floating Rate Normal Preferred Capital Securities ("PCS") are beneficial interests in Mellon Capital IV, a Delaware statutory trust (the "Trust") organized pursuant to the Amended and Restated Trust Agreement (the "Trust Agreement") among the Company, Manufacturers and Traders Trust Company, as the property trustee (the "Property Trustee"), M&T Trust Company of Delaware, as the Delaware trustee (the "Delaware Trustee"), the administrative trustees, who are employees or officers of, or affiliated with, the Company and the several holders of the Trust securities.

The Trust will pass through, as distributions on or the redemption price of PCS, amounts that it receives on its assets that are the "corresponding assets" for the PCS. The corresponding asset for each PCS is a $1/100^{th}$, or a $1,000, interest in one share of Series A Preferred Stock.

PCS

Holders of PCS are entitled to receive distributions corresponding to non-cumulative dividends on the Series A Preferred Stock held by the Trust. The Trust must make distributions on the PCS on the relevant distribution dates to the extent that it has funds available therefor. The Trust's funds available for distribution to a holder of PCS will be limited to payments received from the Company on the assets held by the Trust corresponding to the PCS. The Company guarantees the payment of distributions on the PCS out of moneys held by the Trust to the extent of available Trust funds, as described under "Description of the Guarantee" below. The distribution dates for PCS are each March 20, June 20, September 20 and December 20, or if any such day is not a business day, the next succeeding business day.

Dividends on the Series A Preferred Stock will be payable if, as and when declared by the Company's board of directors, on March 20, June 20, September 20 and December 20 of each year (each, a "Dividend Payment Date") (or if such day is not a business day, the immediately succeeding business day).

Dividends on each share of Series A Preferred Stock will be calculated on the liquidation preference of $100,000 per share for each related Dividend Period (as defined below) at a rate *per annum* equal to the greater of (x) from and including September 2023, three-month CME Term SOFR (as defined below) (plus a spread adjustment of 0.26161%) plus 0.565% and (y) 4.000%.

Mandatory Redemption of PCS upon Redemption of Series A Preferred Stock

The PCS have no stated maturity but must be redeemed on the date the Company redeems the Series A Preferred Stock, and the Property Trustee or paying agent will apply the proceeds from such repayment or redemption to redeem a like amount of the PCS. The Series A Preferred Stock is perpetual but the Company may, at its option, redeem it in whole at any time or in part from time to time, subject to certain limitations. The redemption price per PCS will equal the redemption price of the Series A Preferred Stock. See "Description of the Series A Preferred Stock—Redemption" below. If notice of redemption of any Series A Preferred Stock has been duly given and if on or before the redemption date specified in the redemption notice all funds necessary for the redemption have been set aside by the Company in trust for the *pro rata* benefit of the holders of any shares of Series A Preferred Stock called for redemption, then, on and after the redemption date, such shares of Series A Preferred Stock will no longer be deemed outstanding and all rights of the holders with respect to such shares (including the right to receive any dividends) will terminate, except the right to receive the redemption price without interest.

If less than all of the shares of Series A Preferred Stock held by the Trust are to be redeemed on a redemption date, then the proceeds from such redemption will be allocated *pro rata* to the PCS being redeemed and the common securities issued to the Company by the Trust (the "Trust Common Securities"), except as set forth under "—Ranking of Trust Common Securities" below.

The term "like amount" as used above means PCS having a liquidation amount equal to that portion of the liquidation amount of the Series A Preferred Stock to be contemporaneously redeemed, the proceeds of which will be used to pay the redemption price of such PCS.

Redemption Procedures

Notice of any redemption will be mailed by the Property Trustee at least 30 days but not more than 60 days before the redemption date to the registered address of each holder of PCS to be redeemed.

Each notice shall state:

- the redemption date;
- estimate of the redemption price together with a statement that it is an estimate and that the actual Redemption Price will be calculated on the third Business Day prior to the Redemption Date (and if an estimate is provided, a further notice shall be sent of the actual Redemption Price on the date that such Redemption Price is calculated);
- if less than all of the outstanding PCS are to be redeemed, the identification and the total liquidation amount of the particular PCS to be redeemed;
- that on the redemption date, the redemption price will become due and payable upon each PCS to be redeemed and distributions thereon will cease to accumulate on and after said date; and
- if the PCS are not held in book-entry on the redemption date, the place or places where certificates for the PCS are to be surrendered for payment of the redemption price.

If (i) the Trust gives a notice of redemption of PCS for cash and (ii) the Company has paid to the Property Trustee a sufficient amount of cash in connection with the related redemption of the Series A Preferred Stock, then on the redemption date, the Property Trustee will irrevocably deposit with DTC funds sufficient to pay the redemption price for the PCS being redeemed. The Trust will also give DTC irrevocable instructions and authority to pay the redemption amount in immediately available funds to the beneficial owners of the global securities representing the PCS. Distributions to be paid on or before the redemption date for any PCS called for redemption will be payable to the holders on the record date for the related Distribution Date. If the PCS called for redemption are no longer in book-entry form, the Property Trustee, to the extent funds are available, will irrevocably deposit with the paying agent for the PCS funds sufficient to pay the applicable redemption price and will give such paying agent irrevocable instructions and authority to pay the redemption price to the holders thereof upon surrender of their certificates evidencing the PCS.

If notice of redemption shall have been given and funds deposited as required, then upon the date of such deposit:

- all rights of the holders of such PCS called for redemption will cease, except the right of the holders of such PCS to receive the redemption price and any distribution payable in respect of the PCS on or prior to the redemption date, but without interest on such redemption price; and
- the PCS called for redemption will cease to be outstanding.

If any redemption date is not a business day, then the redemption amount will be payable on the next succeeding business day (and without any interest or other payment in respect of any such delay).

If payment of the redemption amount for any shares of Series A Preferred Stock called for redemption is improperly withheld or refused and accordingly the redemption amount of the relevant PCS is not paid either by the

Trust or by the Company under the Guarantee, then dividends on the Series A Preferred Stock will continue to accrue and distributions on such PCS called for redemption will continue to accumulate at the applicable rate then borne by such PCS from the original redemption date scheduled to the actual date of payment. In this case, the actual payment date will be considered the redemption date for purposes of calculating the redemption amount.

Redemptions of the PCS will require prior approval of the Federal Reserve.

If less than all of the outstanding shares of Series A Preferred Stock are to be redeemed on a redemption date, then the aggregate liquidation amount of PCS and Trust Common Securities to be redeemed shall be allocated *pro rata* to the PCS and Trust Common Securities based upon the relative liquidation amounts of such series, except as set forth under "—Ranking of Trust Common Securities" below. The Property Trustee will select the particular PCS to be redeemed on a *pro rata* basis not more than 60 days before the redemption date from the outstanding PCS not previously called for redemption or, if that is not practical, by lot or any other method the Property Trustee deems fair and appropriate, or if the PCS are in book-entry only form, in accordance with the procedures of DTC. The Property Trustee shall promptly notify the Transfer Agent in writing of the PCS selected for redemption and, in the case of any PCS selected for partial redemption, the liquidation amount to be redeemed.

For all purposes of the Trust Agreement, unless the context otherwise requires, all provisions relating to the redemption of PCS shall relate, in the case of any PCS redeemed or to be redeemed only in part, to the portion of the aggregate liquidation amount of PCS that has been or is to be redeemed. If less than all of the PCS are redeemed, the PCS held through the facilities of DTC will be redeemed *pro rata* in accordance with the procedures of DTC.

Subject to applicable law, including, without limitation, U.S. federal securities laws and subject to the Federal Reserve's risk-based capital rules applicable to bank holding companies, the Company or its affiliates may at any time and from time to time purchase outstanding PCS by tender, in the open market or by private agreement.

Liquidation Distribution upon Dissolution

Pursuant to the Trust Agreement, the Trust shall dissolve on the first to occur of:

- certain events of bankruptcy, dissolution or liquidation of the holder of the Trust Common Securities;
- upon the direction of the holder of the Trust Common Securities to terminate the Trust and distribute corresponding assets in exchange for the PCS;
- redemption of all of the PCS as described above; and
- the entry of an order for the dissolution of the Trust by a court of competent jurisdiction.

Except as set forth in the next paragraph, if an early dissolution occurs as a result of certain events of bankruptcy, dissolution or liquidation of the holder of Trust Common Securities, the Property Trustee and the administrative trustees will liquidate the Trust as expeditiously as they determine possible by distributing, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, to each holder of PCS a like amount of corresponding assets as of the date of such distribution. Except as set forth in the next paragraph, if an early dissolution occurs as a result of the entry of an order for the dissolution of the Trust by a court of competent jurisdiction, unless otherwise required by applicable law, the Property Trustee and the administrative trustees will liquidate the Trust as expeditiously as they determine to be possible by distributing, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, to each holder of PCS a like amount of corresponding assets as of the date of such distribution. The Property Trustee or the administrative trustees shall give notice of liquidation to each holder of PCS at least 30 days and not more than 60 days before the date of liquidation.

If, whether because of an order for dissolution entered by a court of competent jurisdiction or otherwise, the Property Trustee determines that distribution of the corresponding assets in the manner described above is not practical, or if the early dissolution occurs as a result of the redemption of all the PCS, the Property Trustee shall liquidate the property of the Trust and wind up its affairs. In that case, upon the winding-up of the Trust, except with

respect to an early dissolution that occurs as a result of the redemption of all the PCS, the holders will be entitled to receive out of the assets of the Trust available for distribution to holders and, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, an amount equal to the aggregate liquidation amount per Trust security plus accrued and unpaid distributions to the date of payment. If, upon any such winding-up, the Trust has insufficient assets available to pay in full such aggregate liquidation distribution, then the amounts payable directly by the Trust on its Trust securities shall be paid on a *pro rata* basis based upon liquidation amounts, except as set forth under "—Ranking of Trust Common Securities" below.

The term "like amount" as used above means, with respect to a distribution of Series A Preferred Stock to holders of PCS in connection with a dissolution or liquidation of the Trust therefor, Series A Preferred Stock having a Liquidation Preference equal to the liquidation amount of the PCS of the holder to whom such Series A Preferred Stock would be distributed.

Distribution of Trust Assets

Upon liquidation of the Trust other than as a result of an early dissolution upon the redemption of all the PCS and after satisfaction of the liabilities of creditors of the Trust as provided by applicable law, holders of the Trust will be entitled to receive out of the assets of the Trust an amount equal to the liquidation amount per Trust security plus accumulated and unpaid distributions thereon to the date of payment.

After the liquidation date fixed for any distribution of assets of the Trust:

- the PCS will no longer be deemed to be outstanding;
- if the assets to be distributed are shares of Series A Preferred Stock, DTC or its nominee, as the record holder of the PCS, will receive a registered global certificate or certificates representing the Series A Preferred Stock to be delivered upon such distribution;
- any certificates representing the PCS not held by DTC or its nominee or surrendered to the exchange agent will be deemed to represent shares of Series A Preferred Stock having a Liquidation Preference equal to the PCS until such certificates are so surrendered for transfer and reissuance; and
- all rights of the holders of the PCS will cease, except the right to receive Series A Preferred Stock upon such surrender.

Since each PCS corresponds to $1/100^{th}$ of a share of Series A Preferred Stock, holders of PCS may receive fractional shares of Series A Preferred Stock or depositary shares representing the Series A Preferred Stock upon this distribution.

Ranking of Trust Common Securities

If on any Distribution Date the Trust does not have funds available from payments of dividends on the Series A Preferred Stock to make full distributions on the PCS and the Trust Common Securities, then if the deficiency in funds results from the Company's failure to pay a full dividend on shares of Series A Preferred Stock on a Dividend Payment Date, then the available funds from dividends on the Series A Preferred Stock shall be applied first to make distributions then due on the PCS on a *pro rata* basis on such Distribution Date up to the amount of such distributions corresponding to dividends on the Series A Preferred Stock (or if less, the amount of the corresponding distributions that would have been made on the PCS had the Company paid a full dividend on the Series A Preferred Stock) before any such amount is applied to make a distribution on Trust Common Securities on such Distribution Date.

If on any date where PCS and Trust Common Securities must be redeemed because the Company is redeeming Series A Preferred Stock and the Trust does not have funds available from the Company's redemption of shares of Series A Preferred Stock to pay the full redemption price then due on all of the outstanding PCS and Trust Common Securities to be redeemed, then (i) the available funds shall be applied first to pay the redemption price on the PCS to be redeemed on such redemption date and (ii) Trust Common Securities shall be redeemed only to the

extent funds are available for such purpose after the payment of the full redemption price on the PCS to be redeemed.

If an early dissolution event occurs in respect of the Trust, no liquidation distributions shall be made on the Trust Common Securities until full liquidation distributions have been made on the PCS.

In the case of any event of default under the Trust Agreement resulting from the Company's failure to comply in any material respect with any of its obligations as issuer of the Series A Preferred Stock, including obligations set forth in its Restated Certificate of Incorporation or arising under applicable law, the Company, as holder of the Trust Common Securities, will be deemed to have waived any right to act with respect to any such event of default under the Trust Agreement until the effect of all such events of default with respect to the PCS have been cured, waived or otherwise eliminated. Until all events of default under the Trust Agreement have been so cured, waived or otherwise eliminated, the Property Trustee shall act solely on behalf of the holders of the PCS and not on the Company's behalf, and only the holders of the PCS will have the right to direct the Property Trustee to act on their behalf.

Events of Default; Notice

Any one of the following events constitutes an event of default under the Trust Agreement, or a "Trust Event of Default," regardless of the reason for such event of default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

- the failure of the Company to comply in any material respect with any of its obligations as issuer of the Series A Preferred Stock, under the Company's Restated Certificate of Incorporation, or arising under applicable law;
- the default by the Trust in the payment of any distribution on any Trust security of the Trust when such becomes due and payable, and continuation of such default for a period of 30 days;
- the default by the Trust in the payment of any redemption price of any Trust security of the Trust when such becomes due and payable;
- the failure to perform or the breach, in any material respect, of any other covenant or warranty of the trustees in the Trust Agreement for 90 days after the trustees and the Company have been given notice specifying such default or breach from holders of at least 25% in aggregate liquidation amount of the outstanding PCS and requiring it to be remedied; or
- the occurrence of certain events of bankruptcy or insolvency with respect to the Property Trustee and the Company's failure to appoint a successor Property Trustee within 60 days thereof.

Within 30 days after any Trust Event of Default actually known to the Property Trustee or the administrative trustees occurs, the Property Trustee or the administrative trustees will transmit notice of such Trust Event of Default to the holders of each affected series of Trust securities, unless such Trust Event of Default shall have been cured or waived. The Company, as depositor, and the administrative trustees are required to file annually with the Property Trustee a certificate as to whether or not the Company or they are in compliance with all the conditions and covenants applicable to the Company and to them under the Trust Agreement.

Mergers, Consolidations, Amalgamations or Replacements of the Trust

The Trust may not merge with or into, consolidate, amalgamate, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to the Company or any other person, except as described below or as otherwise described in the Trust Agreement. The Trust may, at the Company's request, with the consent of the administrative trustees but without the consent of the holders of the PCS, the Property Trustee or the Delaware Trustee, merge with or into, consolidate, amalgamate, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to, the Trust organized as such under the laws of any state if:

- such successor entity either:
  - expressly assumes all of the obligations of the Trust with respect to the PCS, or
  - substitutes for the PCS other securities having substantially the same terms as the PCS, or the "Successor Securities," so long as the Successor Securities rank the same as the PCS in priority with respect to distributions and payments upon liquidation, redemption and otherwise;
- the Successor Securities of any series are listed or will be listed upon notification of issuance, on any national securities exchange or other organization on which the PCS are listed;
- a trustee of such successor entity possessing the same powers and duties as the Property Trustee is appointed to hold the Series A Preferred Stock then held by or on behalf of the Property Trustee;
- such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not cause the PCS, including any Successor Securities, to be downgraded by any nationally recognized statistical rating organization;
- such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the holders of the PCS, including any Successor Securities, in any material respect;
- such successor entity has purposes substantially identical to those of the Trust;
- prior to such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease, the Property Trustee has received an opinion from counsel to the Trust experienced in such matters to the effect that:
  - such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the holders of the PCS, including any Successor Securities, in any material respect, and
  - following such merger, consolidation, amalgamation, replacement, conveyance, transfer or lease, neither the Trust nor such successor entity will be required to register as an investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act");
- the Property Trustee, the Delaware Trustee and the administrative trustees have received an opinion of counsel experienced in such matters that such merger, consolidation, amalgamation, conveyance, transfer or lease will not cause the Trust or the successor entity to be classified as an association or a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes; and
- the Company or any permitted transferee owns all of the common securities of such successor entity and guarantees the obligations of such successor entity under the Successor Securities at least to the extent provided by the Guarantee.

Notwithstanding the foregoing, the Trust may, with the consent of holders of 100% in liquidation amount of the PCS, consolidate, amalgamate, merge with or into, or be replaced by or convey, transfer or lease its properties and assets substantially as an entirety to any other entity or permit any other entity to consolidate, amalgamate, merge with or into, or replace it even if such consolidation, amalgamation, merger, replacement, conveyance, transfer or lease would cause the Trust or the successor entity to be classified as other than one or more grantor trusts or agency arrangements or to be classified as an association or a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes.

Voting Rights; Amendment of the Trust Agreement

Except as provided herein and under "Description of the Guarantee—Amendments and Assignment" below and as otherwise required by law and the Trust Agreement, the holders of the PCS will have no voting rights or control over the administration, operation or management of the Trust or the obligations of the parties to the Trust

Agreement, including in respect of Series A Preferred Stock beneficially owned by the Trust. Under the Trust Agreement, however, the Property Trustee will be required to obtain their consent before exercising some of its rights in respect of these securities.

Trust Agreement. The Company and the administrative trustees may amend the Trust Agreement without the consent of the holders of the PCS, the Property Trustee or the Delaware Trustee, unless in the case of the first two bullets below such amendment will adversely affect in a material respect the interests of any holder of PCS, the Property Trustee or the Delaware Trustee, to:

- cure any ambiguity, correct or supplement any provisions in the Trust Agreement that may be inconsistent with any other provision, or to make any other provisions with respect to matters or questions arising under such Trust Agreement, which may not be inconsistent with the other provisions of the Trust Agreement;
- modify, eliminate or add to any provisions of the Trust Agreement to such extent as shall be necessary to ensure that the Trust will not be taxable as a corporation or classified as a partnership for U.S. federal income tax purposes at all times that any Trust securities are outstanding, to ensure that the Trust will not be required to register as an "investment company" under the Investment Company Act or to ensure the treatment of the PCS as Tier 1 capital under prevailing Federal Reserve rules and regulations;
- provide that certificates for the PCS may be executed by an administrative trustee by facsimile signature instead of manual signature, in which case such amendment(s) shall also provide for the appointment by the Company of an authentication agent and certain related provisions;
- require that holders that are not U.S. persons for U.S. federal income tax purposes irrevocably appoint a U.S. person to exercise any voting rights to ensure that the Trust will not be treated as a foreign trust for U.S. federal income tax purposes; or
- conform the terms of the Trust Agreement to the description of the Trust Agreement, the PCS and the Trust Common Securities in the prospectus supplement relating to the PCS, in the manner provided in the Trust Agreement.

Any such amendment shall become effective when notice thereof is given to the Property Trustee, the Delaware Trustee and the holders of the PCS.

The Company and the administrative trustees may generally amend the Trust Agreement with:

- the consent of holders representing not less than a majority, based upon liquidation amounts, of the PCS affected by the amendments; and
- receipt by the administrative trustees of the Trust of an opinion of counsel to the effect that such amendment or the exercise of any power granted to the trustees of the Trust or administrative trustees in accordance with such amendment will not affect the Trust's status as one or more grantor trusts or agency arrangements for U.S. federal income tax purposes, cause the Trust to be classified as an association or publicly traded partnership taxable as a corporation for U.S. federal income tax purposes or affect the Trust's exemption from status as an "investment company" under the Investment Company Act.

However, without the consent of each affected holder of Trust securities, the Trust Agreement may not be amended to:

- change the amount or timing, or otherwise adversely affect the amount, of any distribution required to be made in respect of Trust securities as of a specified date; or
- restrict the right of a holder of Trust securities to institute a suit for the enforcement of any such payment on or after such date.

Prior to the issuance of definitive certificates representing the PCS upon any termination of the global securities, without the consent of the holders of the PCS, the Company and the trustees of the Trust will enter into such amendments or supplements to the Trust Agreement as are necessary to provide for exchanges of PCS in definitive form and *vice versa*.

Series A Preferred Stock. So long as the Series A Preferred Stock is held by the Property Trustee on behalf of the Trust, the trustees of the Trust will not waive any rights in respect of the Series A Preferred Stock without obtaining the prior approval of the holders of at least a majority in liquidation amount of the PCS then outstanding. The trustees of the Trust shall also not consent to any amendment to the Trust's or the Company's governing documents that would change the dates on which dividends are payable or the amount of such dividends, without the prior written consent of each holder of PCS. In addition to obtaining the foregoing approvals from holders, the Property Trustee shall obtain, at the Company's expense, an opinion of counsel to the effect that such action shall not cause the Trust to be taxable as a corporation or classified as a partnership for U.S. federal income tax purposes.

General. Any required approval of holders of the PCS may be given at a meeting of holders of the PCS convened for such purpose or pursuant to written consent. The Property Trustee will cause a notice of any meeting at which holders the PCS are entitled to vote, or of any matter upon which action by written consent of such holders is to be taken, to be given to each record holder of such PCS in the manner set forth in the Trust Agreement.

No vote or consent of the holders of PCS will be required for the Trust to redeem and cancel the PCS in accordance with the Trust Agreement.

Notwithstanding that holders of the PCS are entitled to vote or consent under any of the circumstances described above, any of the PCS that are owned by the Company or its affiliates or the trustees or any of their affiliates shall, for purposes of such vote or consent, be treated as if they were not outstanding.

Voting and consensual rights available to or in favor of holders or beneficial owners under the Trust Agreement may be exercised only by a United States Person that is a beneficial owner of a Trust security or by a United States Person acting as irrevocable agent with discretionary powers for the beneficial owner of a Trust security that is not a United States Person. Holders that are not United States Persons must irrevocably appoint a United States Person with discretionary powers to act as their agent with respect to such voting and consensual rights. For this purpose, "United States Person" means a citizen or resident of the United States, a domestic partnership, a domestic corporation, an estate the income of which is subject to U.S. federal income taxation regardless of its source, and a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and (ii) one or more United States persons have the authority to control all substantial decisions of the trust.

Listing

The PCS are listed on the New York Stock Exchange under the symbol "BK/P."

Payment and Paying Agent

Payments on the PCS shall be made to DTC, which shall credit the relevant accounts on the applicable Distribution Dates. If any PCS are not held by DTC, such payments shall be made by check mailed to the address of the holder as such address shall appear on the register.

The paying agent is The Bank of New York Mellon.

Registrar and Transfer Agent

The Bank of New York Mellon is the registrar and transfer agent, or the "Transfer Agent," for the PCS.

Information Concerning the Property Trustee

Other than during the occurrence and continuance of a Trust Event of Default, the Property Trustee undertakes to perform only the duties that are specifically set forth in the Trust Agreement. After a Trust Event of Default, the Property Trustee must exercise the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs, subject to the protections and limitations on liability afforded to the Property Trustee under the Trust Agreement and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). Subject to this provision, the Property Trustee is under no obligation to exercise any of the powers vested in it by the Trust Agreement at the request of any holder of PCS unless it is offered indemnity satisfactory to it by such holder against the costs, expenses and liabilities that might be incurred. If no Trust Event of Default has occurred and is continuing and the Property Trustee is required to decide between alternative courses of action, construe ambiguous or inconsistent provisions in the Trust Agreement or is unsure of the application of any provision of the Trust Agreement, and the matter is not one upon which holders of PCS are entitled under the Trust Agreement to vote, then the Property Trustee will take any action that the Company directs. If the Company does not provide direction, the Property Trustee may take any action that it deems advisable and in the interests of the holders of the Trust securities and will have no liability except for its own bad faith, negligence or willful misconduct.

The Company and its affiliates may maintain certain accounts and other banking relationships with the Property Trustee and its affiliates in the ordinary course of business.

Governing Law

The Trust Agreement is governed by and construed in accordance with the laws of the State of Delaware.

Miscellaneous

The administrative trustees are authorized and directed to conduct the affairs of and to operate the Trust in such a way that it will not be required to register as an "investment company" under the Investment Company Act or characterized as other than one or more grantor trusts or agency arrangements for U.S. federal income tax purposes.

In this regard, the Company and the administrative trustees are authorized to take any action, not inconsistent with applicable law, the certificate of trust of the Trust or the Trust Agreement, that the Company and the administrative trustees determine to be necessary or desirable to achieve such end, as long as such action does not materially and adversely affect the interests of the holders of the PCS.

Holders of the PCS have no preemptive or similar rights. The PCS are not convertible into or exchangeable for the Company's common stock or Series A Preferred Stock.

Description of the Guarantee

General

The following payments or distributions on the PCS, also referred to as the "guarantee payments," if not fully paid or made by or on behalf of the Trust, will be paid by the Company under a guarantee (the "Guarantee") for the benefit of the holders of PCS. Pursuant to the Guarantee, the Company will irrevocably and unconditionally agree to pay in full the guarantee payments, without duplication:

- any accumulated and unpaid distributions required to be paid on each series of PCS, to the extent the Trust has funds available to make the payment;
- the redemption price with respect to any PCS called for redemption by the Trust; and
- upon a voluntary or involuntary dissolution, winding-up or liquidation of the Trust, other than in connection with a distribution of a like amount of corresponding assets to the holders of the PCS, the lesser of:

- the aggregate of the liquidation amount and all accumulated and unpaid distributions on the PCS to the date of payment, to the extent the Trust has funds available to make the payment; and
- the amount of assets of the Trust remaining available for distribution to holders of the PCS upon liquidation of the Trust.

The Company's obligation to make a guarantee payment may be satisfied by direct payment of the required amounts by the Company to the holders of the PCS or by causing the Trust to pay the amounts to the holders.

If the Company does not make a regular dividend payment on the Series A Preferred Stock, the Trust will not have sufficient funds to make the related payments on the PCS. The Guarantee does not cover payments on the PCS when the Trust does not have sufficient funds to make these payments. Because the Company is a holding company, the Company's rights to participate in the assets of any of its subsidiaries upon the subsidiary's liquidation or reorganization will be subject to the prior claims of the subsidiary's creditors except to the extent that the Company may itself be a creditor with recognized claims against the subsidiary. The Guarantee does not limit the incurrence or issuance by the Company of secured or unsecured indebtedness.

The Guarantee is issued pursuant to a Guarantee Agreement (the "Guarantee Agreement") that the Company entered into with Manufacturers and Traders Trust Company ("M&T"). The Guarantee Agreement is qualified as an indenture under the Trust Indenture Act. M&T will act as "Guarantee Trustee" under the Guarantee Agreement for purposes of compliance with the provisions of the Trust Indenture Act. The Guarantee Trustee will hold the Guarantee for the benefit of the holders of the PCS.

Effect of the Guarantee

The Guarantee and the Trust's obligations under the Trust Agreement, including the obligations to pay costs, expenses, debts and liabilities of the Trust, other than with respect to the Trust securities, has the effect of providing a full and unconditional guarantee, on a subordinated basis, of payments due on the PCS. The Company also agreed separately to irrevocably and unconditionally guarantee the obligations of the Trust with respect to the Trust Common Securities to the same extent as the Guarantee.

Status of the Guarantee

The Guarantee is unsecured and ranks *pari passu* with other guarantees for payments on securities issued by the Company's trusts in the future to the extent the preferred stock held by such trusts ranks *pari passu* with the Series A Preferred Stock and the Company's preferred stock that it issues in the future to the extent that by its terms it ranks *pari passu* with the Series A Preferred Stock.

The Guarantee constitutes a guarantee of payment and not of collection, which means that the guaranteed party may sue the guarantor to enforce its rights under the Guarantee without suing any other person or entity. The Guarantee will be held for the benefit of the holders of the PCS. The Guarantee will be discharged only by payment of the guarantee payments in full to the extent not paid by the Trust.

Amendments and Assignment

The Guarantee may be amended only with the prior approval of the holders of not less than a majority in aggregate liquidation amount of the outstanding PCS. No vote will be required, however, for any changes that do not adversely affect the rights of holders of the PCS in any material respect. All guarantees and agreements contained in the Guarantee will bind the Company's successors, assignees, receivers, trustees and representatives and will be for the benefit of the holders of the PCS then outstanding.

Termination of the Guarantee

The Guarantee will terminate:

- upon full payment of the redemption price of all PCS; or

- upon full payment of the amounts payable in accordance with the Trust Agreement upon liquidation of the Trust.

The Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any holder of PCS must restore payment of any sums paid under the PCS or the Guarantee.

Events of Default

An event of default under the Guarantee will occur if the Company fails to perform any payment obligation or if the Company fails to perform any other obligation under the Guarantee and, except with respect to a default in payment of a guarantee payment, receives a notice of a default and such default remains uncured for 30 days.

The holders of a majority in liquidation amount of the PCS have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Guarantee Trustee in respect of the Guarantee or to direct the exercise of any trust or power conferred upon the Guarantee Trustee under the Guarantee Agreement. Any holder of PCS may institute a legal proceeding directly against the Company to enforce such holder's rights, without first instituting a legal proceeding against the Trust, the Guarantee Trustee or any other person or entity.

As guarantor, the Company is required to file annually with the Guarantee Trustee a certificate as to whether or not the Company is in compliance with all applicable conditions and covenants under the Guarantee.

Information Concerning the Guarantee Trustee

Prior to the occurrence of an event of default relating to the Guarantee, the Guarantee Trustee is required to perform only the duties that are specifically set forth in the Guarantee. Following the occurrence of an event of default, the Guarantee Trustee will exercise the same degree of care as a prudent person would exercise in the conduct of his or her own affairs. Provided that the foregoing requirements have been met, the Guarantee Trustee is under no obligation to exercise any of the powers vested in it by the Guarantee at the request of any holder of PCS, unless offered adequate security and indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred thereby.

The Company and its affiliates may maintain certain accounts and other banking relationships with the Guarantee Trustee and its affiliates in the ordinary course of business.

Governing Law

The Guarantee is governed by and construed in accordance with the laws of the State of New York.

Description of the Series A Preferred Stock

General

Under the Company's Restated Certificate of Incorporation, the Company has authority to issue up to 100,000,000 shares of preferred stock, par value $0.01 per share. The Company has 5,001 shares of Series A Preferred Stock outstanding. The Series A Preferred Stock is validly issued, fully paid and nonassessable.

The Company's Certificate of Designations of Series A Preferred Stock (the "Series A Certificate of Designations") was filed on June 15, 2007 with the Secretary of State of the State of Delaware, and is incorporated by reference as an exhibit to this Annual Report on Form 10-K. The Series A Preferred Stock has a fixed liquidation preference of $100,000 per share. The Series A Preferred Stock is not convertible into common stock or any other class or series of the Company's securities and is not subject to any sinking fund or any other obligation of the Company for their repurchase or retirement. The Series A Preferred Stock represents non-withdrawable capital, is not an account of an insurable type, and is not insured or guaranteed by FDIC or any other governmental agency or instrumentality.

The Company issued the Series A Preferred Stock to the Trust. Unless the Trust is dissolved, prior to the redemption of the Series A Preferred Stock, holders of PCS will not receive shares of Series A Preferred Stock, and their interest in the Series A Preferred Stock will be represented by their PCS. If the Trust is dissolved, the Company may elect to distribute depositary shares representing the Series A Preferred Stock instead of fractional shares. Since the Series A Preferred Stock is held by the Property Trustee, holders of PCS may be able to exercise voting or other rights with respect to the Series A Preferred Stock only through the Property Trustee.

Ranking

With respect to the payment of dividends and the distributions of assets upon any liquidation, dissolution or winding-up, the Series A Preferred Stock ranks:

- senior to the Company's Common Stock and all other equity securities issued by the Company, the terms of which specifically provide that such equity securities will rank junior to the Series A Preferred Stock (for purposes of the description of the Series A Preferred Stock, the "junior stock");
- on a parity with the Company's Series F Preferred Stock, Series G Preferred Stock, Series H Preferred Stock and Series I Preferred Stock;
- senior to or on a parity with each other series of preferred stock the Company may issue (except for any senior series that may be issued upon the requisite vote or consent of the holders of at least a majority of the shares of the Series A Preferred Stock at the time outstanding and entitled to vote and the requisite vote or consent of all other series of preferred stock) with respect to the payment of dividends and distributions of assets upon any liquidation, dissolution or winding-up of the Company; and
- junior to all existing and future indebtedness and other non-equity claims on the Company.

During any Dividend Period, so long as any shares of Series A Preferred Stock remain outstanding, unless (a) the full dividends for the then-current Dividend Period on all outstanding Series A Preferred Stock have been declared and paid, or declared and funds set aside therefor, and (b) the Company is not in default on its obligation to redeem any shares of Series A Preferred Stock that have been called for redemption, no dividend whatsoever shall be paid or declared on the Company's common stock or other junior stock, other than a dividend payable solely in junior stock. The Company and its subsidiaries also may not purchase, redeem or otherwise acquire for consideration any shares of common stock or other junior stock (other than as a result of reclassification of junior stock for or into junior stock, or the exchange or conversion of one share of junior stock for or into another share of junior stock, and other than through the use of the proceeds of a substantially contemporaneous sale of other shares of junior stock), nor will the Company pay to or make available any monies for a sinking fund for the redemption of, any of its common stock or other junior stock during a Dividend Period, unless it has paid full dividends on the Series A Preferred Stock for the most recently-completed Dividend Period (or set aside a sum sufficient for the payment thereof). However, the foregoing provisions shall not restrict the ability of the Company or any of its affiliates to engage in any market-making transactions in the Company's junior stock in the ordinary course of business.

On any Dividend Payment Date for which full dividends are not paid, or declared and funds set aside therefor, upon the Series A Preferred Stock, the Series F Preferred Stock, the Series G Preferred Stock, the Series H Preferred Stock, the Series I Preferred Stock and other equity securities designated as ranking on a parity with the Series A Preferred Stock as to payment of dividends ("Dividend Parity Stock"), all dividends paid or declared for payment on that Dividend Payment Date with respect to the Series A Preferred Stock and the Dividend Parity Stock shall be shared:

- first ratably by the holders of any such shares who have the right to receive dividends with respect to Dividend Periods prior to the then-current Dividend Period for which such dividends were not declared and paid, in proportion to the respective amounts of the undeclared and unpaid dividends relating to prior Dividend Periods; and
- thereafter by the holders of these shares on a *pro rata* basis.

The Company has agreed, in the Series A Certificate of Designations, not to issue preferred stock having dividend payment dates that are not also Dividend Payment Dates for the Series A Preferred Stock.

Subject to the foregoing, such dividends (payable in cash, stock or otherwise) as may be determined by the board of directors (or a duly authorized committee of the board of directors) may be declared and paid on the Company's common stock and any other stock ranking junior to the Series A Preferred Stock from time to time out of any funds legally available for such payment, and the Series A Preferred Stock shall not be entitled to participate in any such dividend.

Dividends

Dividends on shares of Series A Preferred Stock will not be mandatory. Holders of the Series A Preferred Stock, in preference to the holders of the Company's common stock and of any other shares of the Company's stock ranking junior to the Series A Preferred Stock as to payment of dividends, will be entitled to receive, only when, as and if declared by the board of directors or a duly authorized committee of the board of directors, out of funds legally available for payment, non-cumulative cash dividends. These dividends will be payable at a rate *per annum* that will be reset quarterly and will equal the greater of (i) from and including September 2023, three-month CME Term SOFR (plus a spread adjustment of 0.26161%) plus 0.565% and (ii) 4.000% (the "Dividend Rate"), each applied to the $100,000 liquidation preference per share and will be paid on March 20, June 20, September 20 and December 20 of each year (each, a "Dividend Payment Date"), with respect to the Dividend Period, or portion thereof, ending on the day preceding the respective Dividend Payment Date. A "Dividend Period" means each period commencing on (and including) a Dividend Payment Date and continuing to (but not including) the next succeeding Dividend Payment Date. Dividends will be paid to holders of record on the respective date fixed for that purpose by the board of directors or a committee thereof in advance of payment of each particular dividend. The Dividend Rate will be reset quarterly. If any day that would otherwise be a Dividend Payment Date is not a business day, then the next business day will be the applicable Dividend Payment Date.

The amount of dividends payable per share of Series A Preferred Stock on each Dividend Payment Date will be calculated by multiplying the *per annum* Dividend Rate in effect for that Dividend Period by a fraction, the numerator of which will be the actual number of days in that Dividend Period and the denominator of which will be 360, and multiplying the rate obtained by $100,000.

"CME Term SOFR" means the CME Term SOFR Reference Rates published for one-, three-, six-, and 12-month tenors as administered by CME Group Benchmark Administration, Ltd. (or any successor administrator thereof).

"Dividend Determination Date" means the second London Banking Day immediately preceding the first day of the relevant Dividend Period.

"London Banking Day" means any day on which commercial banks are open for general business (including dealings in deposits in U.S. dollars) in London.

If the Company determines not to pay any dividend or a full dividend, it will provide prior written notice to the Property Trustee, who will notify holders of PCS and the administrative trustees.

The Company's ability to pay dividends on its Series A Preferred Stock is subject to policies established by the Federal Reserve. See "Management's Discussion and Analysis of Financial Condition and Results of Operations —Supervision and Regulation—Capital Planning and Stress Testing—Payment of Dividends, Stock Repurchases and Other Capital Distributions" and Part I, "Item 1. Business—Supervision and Regulation" in this Annual Report on Form 10-K.

Redemption

The Series A Preferred Stock may be redeemed, in whole or in part, at the Company's option. Any such redemption will be at a cash redemption price of $100,000 per share, plus any declared and unpaid dividends,

without regard to any undeclared dividends. Holders of Series A Preferred Stock will have no right to require the redemption or repurchase of the Series A Preferred Stock.

If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed, the shares to be redeemed will be selected either *pro rata* from the holders of record of shares of Series A Preferred Stock in proportion to the number of shares held by those holders or by lot or in such other manner as the board of directors or a committee thereof may determine to be fair and equitable.

The Company will mail notice of every redemption of Series A Preferred Stock by first class mail, postage prepaid, addressed to the holders of record of the Series A Preferred Stock to be redeemed at their respective last addresses appearing on its books. This mailing will be at least 30 days and not more than 60 days before the date fixed for redemption (provided that if the Series A Preferred Stock is held in book-entry form through DTC, the Company may give this notice in any manner permitted by DTC). Any notice mailed or otherwise given as described in this paragraph will be conclusively presumed to have been duly given, whether or not the holder receives this notice, and failure duly to give this notice by mail or otherwise, or any defect in this notice or in the mailing or provision of this notice, to any holder of Series A Preferred Stock designated for redemption will not affect the redemption of any other Series A Preferred Stock. If the Company redeems the Series A Preferred Stock, the Trust, as holder of the Series A Preferred Stock, will redeem the corresponding PCS as described above under "Description of the PCS—Mandatory Redemption of PCS upon Redemption of Series A Preferred Stock."

Each notice shall state:

- the redemption date;
- the number of shares of Series A Preferred Stock to be redeemed and, if less than all shares of Series A Preferred Stock held by the holder are to be redeemed, the number of shares to be redeemed from the holder;
- the redemption price; and
- the place or places where certificates for the Series A Preferred Stock are to be surrendered for payment of the redemption price.

If notice of redemption of any Series A Preferred Stock has been given and if the funds necessary for the redemption have been set aside by the Company for the benefit of the holders of any shares of Series A Preferred Stock so called for redemption, then, on and after the redemption date, those shares shall no longer be deemed outstanding and all rights of the holders of those shares (including the right to receive any dividends) will terminate, except the right to receive the redemption price.

The Company's right to redeem the Series A Preferred Stock once issued is subject to the prior approval of the Federal Reserve. Under the capital adequacy rules currently applicable to the Company, prior to exercising the Company's right to redeem the Series A Preferred Stock, the Company must either (i) demonstrate to the satisfaction of the Federal Reserve that, following redemption, the Company will continue to hold capital commensurate with the Company's risk; or (ii) replace the Series A Preferred Stock redeemed or to be redeemed with an equal amount of instruments that will qualify as Tier 1 capital under regulations of the Federal Reserve immediately following or concurrent with redemption.

Liquidation Rights

In the event that the Company voluntarily or involuntarily liquidates, dissolves or winds up its affairs, holders of Series A Preferred Stock will be entitled to receive an amount per share (the "Total Liquidation Amount") equal to the fixed liquidation preference of $100,000 per share, plus any declared and unpaid dividends prior to the date of payment of such distribution (but without any amount in respect of dividends that have not been declared prior to such payment date). Holders of the Series A Preferred Stock will be entitled to receive the Total Liquidation Amount out of the Company's assets or proceeds thereof (whether capital or surplus) that are available for distribution to stockholders, after payment or provision for payment of its debts and other liabilities but before

any distribution of assets or proceeds is made to holders of the Company's common stock or any other shares ranking, as to that distribution, junior to the Series A Preferred Stock.

If the Company's assets or proceeds thereof are not sufficient to pay the Total Liquidation Amount in full to all holders of Series A Preferred Stock and all holders of any shares of its stock ranking as to any such distribution on a parity with the Series A Preferred Stock, the amounts paid to the holders of Series A Preferred Stock and to such other shares will be paid *pro rata* in accordance with the respective Total Liquidation Amount for those holders. If the Total Liquidation Amount per Series A Preferred Stock has been paid in full to all holders of Series A Preferred Stock and the liquidation preference of any other shares ranking on a parity with the Series A Preferred Stock has been paid in full, the holders of the Company's common stock or any other shares ranking, as to such distribution, junior to the Series A Preferred Stock will be entitled to receive all of the Company's remaining assets according to their respective rights and preferences.

For purposes of the liquidation rights, neither the sale, conveyance, exchange or transfer of all or substantially all of the Company's property and assets, nor the consolidation or merger by the Company with or into any other corporation or by another corporation with or into the Company, will constitute a liquidation, dissolution or winding-up of the Company's affairs.

Voting Rights

Except as indicated below or otherwise required by law, the holders of Series A Preferred Stock will not have any voting rights.

Right to Elect Two Directors upon Non-Payment of Dividends. If and when the dividends on the Series A Preferred Stock and any other class or series of the Company's stock, whether bearing dividends on a non-cumulative or cumulative basis but otherwise ranking on a parity with the Series A Preferred Stock as to payment of dividends and that has voting rights equivalent to those described in this paragraph ("Voting Parity Stock"), have not been declared and paid in an aggregate amount (i) in the case of the Series A Preferred Stock and Voting Parity Stock bearing non-cumulative dividends, equal to at least six quarterly dividend periods or their equivalent (whether or not consecutive), or (ii) in the case of Voting Parity Stock bearing cumulative dividends, in an aggregate amount equal to full dividends for at least six quarterly dividend periods or their equivalent (whether or not consecutive) (a "Nonpayment Event"), the authorized number of directors then constituting the board of directors will automatically be increased by two. Holders of Series A Preferred Stock, together with the holders of Voting Parity Stock, voting as a single class, will be entitled to elect the two additional members of the board of directors (the "Series A Preferred Stock Directors") at any annual or special meeting of shareholders at which directors are to be elected or any special meeting of the holders of Series A Preferred Stock and any voting parity stock for which dividends have not been paid, called as described below, but only if the election of any Series A Preferred Stock Directors would not cause the Company to violate the corporate governance requirement of the New York Stock Exchange (or any other exchange on which the Company's securities may be listed) that listed companies must have a majority of independent directors. In addition, the board of directors shall at no time have more than two Series A Preferred Stock Directors.

At any time after this voting power has vested as described above, the Company's Secretary may, and upon the written request of holders of record of at least 20% of the outstanding shares of Series A Preferred Stock and Voting Parity Stock (addressed to the Secretary at the Company's principal office) must, call a special meeting of the holders of Series A Preferred Stock and Voting Parity Stock for the election of the Series A Preferred Stock Directors. Notice for a special meeting will be given in a similar manner to that provided in the Company's Amended and Restated By-laws for a special meeting of the shareholders, which the Company will provide upon request, or as required by law. If the Secretary is required to call a meeting but does not do so within 20 days after receipt of any such request, then any holder of shares of Series A Preferred Stock may (at the Company's expense) call such meeting, upon notice as described in this section, and for that purpose will have access to the Company's stock books. The Series A Preferred Stock Directors elected at any such special meeting will hold office until the next annual meeting of shareholders unless they have been previously terminated as described below. In case any vacancy occurs among the Series A Preferred Stock Directors, a successor will be elected by the board of directors to serve until the next annual meeting of the shareholders upon the nomination of the then remaining Series A

Preferred Stock Director or, if none remains in office, by the vote of the holders of record of a majority of the outstanding shares of Series A Preferred Stock, voting as a single class. The Series A Preferred Stock Directors shall each be entitled to one vote per director on any matter.

Whenever full dividends have been paid on the Series A Preferred Stock and any non-cumulative Voting Parity Stock for at least one year after a Nonpayment Event and all dividends on any cumulative Voting Parity Stock have been paid in full, then the right of the holders of Series A Preferred Stock to elect the Series A Preferred Stock Directors will have ceased (but subject always to the same provisions for the vesting of these voting rights in the case of any similar non-payment of dividends in respect of future Dividend Periods), the terms of office of all Series A Preferred Stock Directors will immediately terminate and the number of directors constituting the board of directors will be reduced accordingly.

Other Voting Rights. So long as any shares of Series A Preferred Stock are outstanding, in addition to any other vote or consent of shareholders required by law or by the Company's Restated Certificate of Incorporation, the vote or consent of the holders of at least a majority of the shares of Series A Preferred Stock at the time outstanding, voting separately as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

- ***Amendment of Restated Certificate of Incorporation.*** Any amendment, alteration or repeal of any provision of the Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws of the Company so as to adversely affect the special rights, preferences, privileges or voting powers of the Series A Preferred Stock. However, any amendment of the Certificate of Incorporation to authorize or create, or to increase the authorized amount of, any junior stock or any class or series or any securities convertible into shares of any class or series of Dividend Parity Stock or other series of preferred stock ranking equally with the Series A Preferred Stock with respect to the distribution of assets upon liquidation, dissolution or winding-up of the Company will not be deemed to adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Stock; or

- ***Certain Mergers and Consolidations.*** Any consummation of a binding share exchange or reclassification involving the Series A Preferred Stock, or of a merger or consolidation of the Company with or into another corporation or other entity, or any merger or consolidation of the Company with or into any entity other than a corporation unless in each case (i) the shares of the Series A Preferred Stock remain outstanding or, in the case of any such merger or consolidation with respect to which the Company is not the surviving or resulting corporation, are converted into or exchanged for preference securities of the surviving or resulting corporation or a corporation controlling such corporation and (ii) such shares remaining outstanding or such preference securities have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof that, if such change were effected by amendment of the Company's Restated Certificate of Incorporation, would not require a vote of the holders of the Series A Preferred Stock under the preceding paragraph.

Each holder of Series A Preferred Stock will be entitled to one vote per each $100,000 liquidation preference to which his or her shares are entitled on any matter on which holders of Series A Preferred Stock are entitled to vote, including any action by written consent.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which the vote would otherwise be required shall be effected, all outstanding shares of Series A Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been set aside by the Company for the benefit of the holders of Series A Preferred Stock to effect the redemption.

Form

The Series A Preferred Stock will be issued only in fully registered form. No fractional shares will be issued unless the Trust is dissolved and the Company delivers the shares, rather than depositary receipts representing the shares, to the registered holders of the PCS. If the Trust is dissolved and depositary receipts or shares of Series A Preferred Stock are distributed to holders of PCS, the Company would intend to distribute them in book-entry form

only and the procedures governing holding and transferring beneficial interests in the Series A Preferred Stock, and the circumstance in which holders of beneficial interests will be entitled to receive certificates evidencing their shares or depositary receipts, will be as described under "Book-Entry System" in the prospectus relating to the Series A Preferred Stock. If the Company determines to issue depositary shares representing fractional interests in the Series A Preferred Stock, each depositary share will be represented by a depositary receipt. In such an event, the Series A Preferred Stock represented by the depositary shares will be deposited under a deposit agreement among the Company, a depositary and the holders from time to time of the depositary receipts representing depositary shares. Subject to the terms and conditions of any deposit agreement, each holder of a depositary share will be entitled, through the depositary, in proportion to the applicable fraction of a share of the Series A Preferred Stock represented by such depositary share, to all the rights and preferences of the Series A Preferred Stock represented thereby (including dividends, voting, redemption and liquidation rights).

Title

The Company, the transfer agent and registrar for the Series A Preferred Stock, and any of their agents may treat the registered owner of the Series A Preferred Stock, which shall be the Property Trustee unless and until the Trust is dissolved, as the absolute owner of that stock, whether or not any payment for the Series A Preferred Stock shall be overdue and despite any notice to the contrary, for any purpose.

Transfer Agent and Registrar

If the Trust is dissolved and shares of Series A Preferred Stock or depositary receipts representing the Series A Preferred Stock are distributed to holders of PCS, the Company may appoint a transfer agent, registrar and dividend disbursement agent for the Series A Preferred Stock. The registrar for the Series A Preferred Stock will send notices to shareholders of any meetings at which holders of Series A Preferred Stock have the right to vote on any matter.

Exhibit 10.24

AIRCRAFT TIME SHARING AGREEMENT

This Aircraft Time Sharing Agreement (the "Agreement") is entered into as of January 23, 2023 (the "Effective Date"), by and between **The Bank of New York Mellon**, a New York corporation ("Lessor"), and Robin Vince, an individual ("Lessee").

RECITALS

A. Lessor is in legal possession of the Aircraft (as defined below).

B. Lessor employs (or contracts for the services of) a fully qualified flight crew to operate the Aircraft.

C. Lessee desires from time to time to lease the Aircraft, with a flight crew, on a non-exclusive basis, from Lessor on a time sharing basis as defined in Section 91.501(c)(1) of the FAR (as defined below) and in accordance with Sections 91.501(b)(6), 91.501(c)(1) and 91.501(d) of the FAR.

D. Lessor is willing to lease the Aircraft, with flight crew, on a non-exclusive basis, to Lessee on such a time sharing basis.

E. During the term of this Agreement, the Aircraft will be subject to use by Lessor and Lessor Related Persons (as defined in Section 6.3).

AGREEMENT

NOW, THEREFORE, Lessor and Lessee, in consideration of the promises of the other set forth herein, intending to be legally bound, hereby agree as follows:

1. **Definitions**.

1.1. **Specific Terms**. The following defined terms shall have the following meanings when used in this Agreement. The meanings assigned by this Agreement shall apply to the plural, singular, possessive or any other form of the term. Words of the masculine, feminine or neuter gender used in this Agreement include all other genders.

"**Agreement**" is defined in the preamble.

"**Aircraft**" means the Airframe, the Engines, and the Aircraft Documents. Such Engines shall be deemed part of the "Aircraft" whether or not from time to time attached to the Airframe or removed from the Aircraft.

"**Aircraft Documents**" means, as to the Aircraft, all flights, records, maintenance records, historical records, modification records, overhaul records, manuals, logbooks, authorizations, drawings and data relating to the Airframe, any Engine or any Part, that are required by Applicable Law to be created or maintained with respect to the maintenance and/or operation of the Aircraft.

"**Airframe**" means the Airframe described in Schedule 1 attached hereto and made a part hereof, as the same may be amended from time to time as set forth below, together with any and all Parts (including, but not limited to, landing gear and auxiliary power units, but excluding Engines or engines) so long as such Parts shall be either incorporated or installed in or attached to the Airframe.

"**Applicable Law**" means, without limitation, all applicable laws, treaties, international agreements, decisions and orders of any court, arbitration or governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority, including, without limitation, the FAR and 49 U.S.C. § 41101, et seq., as amended.

"**Business Day**" means Monday through Friday, exclusive of legal holidays under the laws of the United States or the State of New York.

"**Default Rate**" means a per annum rate of interest equal to the SOFR, plus one percent (1%).

"**Effective Date**" means the date so specified in the preamble of this Agreement.

"**Engine(s)**" means the engine(s) identified in Schedule 1 (or any replacement or loaner engines), as the same may be amended from time to time as set forth below, together with any and all Parts so long as the same shall be either incorporated or installed in or attached to such Engine.

"**FAA**" means the Federal Aviation Administration or any successor agency.

"**FAR**" means collectively the Aeronautics Regulations of the Federal Aviation Administration and the Department of Transportation, as codified at Title 14, Parts 1 to 399 of the United States Code of Federal Regulations.

"**Lessee**" is defined in the preamble.

"**Lessor**" is defined in the preamble.

"**Lessor Related Person**" is defined in Section 6.3.

"**Operational Control**" has the same meaning given the term in Section 1.1 of the FAR.

"**Owner**" means The Bank of New York Mellon.

"**Parts**" means all appliances, components, parts, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature (other than complete Engines or engines) which may from time to time be incorporated or installed in or attached to the Airframe or any Engine and includes replacement parts.

"**Pilot in Command**" has the same meaning given the term in Section 1.1 of the FAR.

"**Taxes**" means all sales taxes, use taxes, retailer taxes, duties, fees, excise taxes (including, without limitation federal transportation excise taxes), or other taxes of any kind which may be assessed or levied by any Taxing Jurisdiction as a result of the lease of the Aircraft to Lessee, or the use of the Aircraft by Lessee, or the provision of a taxable transportation service to Lessee using the Aircraft.

"**Taxing Jurisdiction**" means any federal, state, county, local, airport, district, foreign, or other governmental authority that imposes Taxes.

"**Term**" means the term of this Agreement set forth in Section 3.

1.2. **Other Terms**. Unless otherwise specified, the following terms, whether or not capitalized, will have the following meanings as used in this Agreement. "Hereof," "herein," "hereunder," and similar terms refer to this Agreement as a whole, and are not limited to the section or subdivision of this Agreement in which the term appears. "Includes," "including," and similar terms mean without limitation. "Person" includes any natural person, corporation, general or limited partnership, limited liability company, other incorporated or unincorporated association, trust, governmental body or other entity.

2. **Agreement to lease**.

2.1. **Agreement to lease**. Lessor agrees to lease the Aircraft to Lessee on an "as needed and as available" basis, and to provide a fully qualified flight crew for all flights of Lessee, in accordance with the terms and conditions of this Agreement.

2.2. **Intent and Interpretation**. The parties hereto intend that this Agreement shall constitute, and this Agreement shall be interpreted as, a Time Sharing Agreement as defined in Section 91.501(c)(1) of the FAR.

2.3. **Non-Exclusivity**. Lessee acknowledges that the Aircraft is leased to Lessee hereunder on a non-exclusive basis, and that the Aircraft will also be subject to use by Lessor and Lessor's Related Persons.

3. **Term**. The initial term (the "Initial Term") of this Agreement begins on the Effective Date, and ends on the 6-month anniversary of the Effective Date (subject to earlier termination as provided below). At the end of the Initial Term, this Agreement shall automatically be renewed for successive 6-month terms until terminated as provided below. Notwithstanding the foregoing, Lessee shall have the right to terminate this Agreement with or without cause on thirty (30) days written notice to Lessor. After the Initial Term, Lessor shall have the right to terminate this Agreement with or without cause on thirty (30) days written notice to Lessee; provided, however, this Agreement may be terminated on such shorter notice as may be required to comply with Applicable Law, the requirements of any financial institution, or insurance requirements.

4. **Payments**.

4.1. **Flight Charges**. Lessee shall pay Lessor for each flight conducted for Lessee under this Agreement an amount equal to the maximum amount of expense reimbursement permitted in accordance with Section 91.501(d) of the FAR, which expenses include and are limited to:

4.1.1. fuel oil, lubricants, and other additives;

4.1.2. travel expenses of the crew, including food, lodging and ground transportation;

4.1.3. hangar and tie down costs away from the Aircraft's base of operation;

4.1.4. insurance obtained for the specific flight;

4.1.5. landing fees, airport taxes and similar assessments;

4.1.6. customs, foreign permit, and similar fees directly related to the flight;

4.1.7. in-flight food and beverages;

4.1.8. passenger ground transportation;

4.1.9. flight planning and weather contract services; and

4.1.10. an additional charge equal to 100% of the expenses listed in Section 4.1.1.

4.2. **Invoices and Payment**. Lessor will initially pay all expenses related to the operation of the Aircraft in the ordinary course, provided that as soon as practicable after the last day of any calendar month during which any flight for the account of Lessee has been conducted, Lessor shall provide an invoice to Lessee for an amount determined in accordance with Section 4.1 above. Lessee shall remit the full amount of any such invoice, together with any applicable Taxes under Section 5, to Lessor promptly within thirty (30) days of receipt of the invoice. In the event Lessor has not received a supplier invoice for reimbursable charges relating to any such flight prior to such invoicing, Lessor shall re-compute the amount determined in accordance with Section 4.1 above and if an additional amount is due from Lessee to Lessor, issue a supplemental invoice for such charges to Lessee as soon as practicable after the date of receipt of such supplier invoice, and Lessee shall pay such supplemental invoice amount upon receipt thereof. Delinquent payments, defined as payments received more than thirty (30) days after receipt of invoice, to Lessor by Lessee hereunder shall bear interest at the Default Rate from the due date until the date of payment. Lessee shall further pay all costs incurred Lessor by in collecting any amounts due from

Lessee pursuant to the provisions of this Section 4.2 after delinquency, including court costs and reasonable attorneys' fees.

5. **Taxes**. None of the payments to be made by Lessee under Section 4 of this Agreement includes, and Lessee shall be responsible for, shall indemnify and hold harmless Lessor against, any Taxes which may be assessed or levied by any Taxing Jurisdiction as a result of the lease of the Aircraft to Lessee, or the use of the Aircraft by Lessee, or the provision of a taxable transportation service to that Lessee using the Aircraft. Without limiting the generality of the foregoing, Lessee and Lessor specifically acknowledge that all Lessee's flights will be subject to commercial air transportation excise taxes pursuant to Section 4261 of the Internal Revenue Code of 1986, as amended, regardless of whether any such flight is considered "noncommercial" under the FAR. Lessee shall remit to Lessor all such Taxes together with each payment made pursuant to Section 4.2.

6. **Scheduling Flights**.

6.1. **Submitting Flight Requests**. Lessee shall submit requests for flights and proposed flight schedules to Lessor as far in advance of any given flight as possible, preferably at least two (2) Business Days prior to Lessee's desired departure date. Requests for flights and proposed flight schedules shall be in a form, whether written or oral, mutually convenient to, and agreed upon by, Lessor and Lessee. In addition to requests for flights and proposed flight schedules, Lessee shall provide Lessor at least the following information for each proposed flight as soon as possible prior to scheduled departure:

6.1.1. departure airport;

6.1.2. destination airport;

6.1.3. date and time of outbound departure (including any multiple leg destinations);

6.1.4. the number of anticipated passengers and their names;

6.1.5. the nature and extent of luggage and/or cargo to be carried;

6.1.6. the date and time of return flight (including any multiple leg destinations), if any;

6.1.7. for international trips, passport information and Customs-required information for all passengers; and

6.1.8. any other information concerning the proposed flight that may be pertinent or required by Lessor's flight crew.

Until such time as Lessor notifies Lessee otherwise, all flight requests hereunder shall be submitted to the following representative of Lessor:

Travel Services

6.2. **Coordination of Flight Requests**. Each use of the Aircraft by Lessee shall be subject to Lessor's prior approval. Lessor will use reasonable efforts to accommodate Lessee's needs and avoid conflicts in scheduling; provided however, that Lessor shall not be liable to Lessee or any other person for loss, injury, or damage occasioned by any delay or failure to furnish the Aircraft, with a flight crew, pursuant to this Agreement for any reason. Lessor shall not be obligated to retain or contract for additional flight crew or maintenance personnel or equipment in order to accommodate a flight request submitted by Lessee.

6.3. **Subordinated Use of Aircraft**. Lessee's rights to schedule the use of the Aircraft shall at all times be subordinate to the Aircraft use requirements of Lessor, and any parent corporation, subsidiary or affiliate of Lessor ("Lessor Related Persons").

7. **Title and Operation**.

7.1. **Title and Registration**. Lessee acknowledges that title to the Aircraft shall remain vested in Owner, and Lessee undertakes, to the extent permitted by Applicable Law to do all such further acts, deeds, assurances, or things as may, in the reasonable opinion of Owner or Lessor, be necessary or desirable in order to protect or preserve Owner's title to the Aircraft. To the extent requested by Owner or Lessor, or their respective and assigns, Lessee shall take all action necessary to continue all rights and interests of Owner, and their respective successors or assigns in the Aircraft under Applicable Law against any claims of Lessee and any persons claiming by, through, or under Lessee.

7.2. **Aircraft Maintenance**. Lessor shall be solely responsible for maintenance, preventative maintenance, and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. No period of maintenance, preventative maintenance, or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all Applicable Law, and with the sound discretion of the Pilot in Command.

7.3. **Flight Crews**. Lessor shall provide to Lessee a qualified flight crew for each flight conducted in accordance with this Agreement. Lessor may, if it so chooses, elect not to hire its own pilots for any given flight hereunder, but to contract instead for pilot services from a third party. Whether or not the flight crew is supplied by a third party, the flight crew is under the exclusive command and control of Lessor in all phases of all flights conducted hereunder.

7.4. **OPERATIONAL CONTROL**. THE PARTIES EXPRESSLY AGREE THAT LESSOR SHALL HAVE AND MAINTAIN OPERATIONAL CONTROL OF THE AIRCRAFT FOR ALL FLIGHTS OPERATED UNDER THIS AGREEMENT, AND THAT THE INTENT OF THE PARTIES IS THAT THIS AGREEMENT CONSTITUTE A "TIME SHARING AGREEMENT" AS SUCH TERM IS DEFINED IN SECTION 91.501(C)(1) OF THE FAR. LESSOR SHALL EXERCISE EXCLUSIVE AUTHORITY OVER INITIATING, CONDUCTING, OR TERMINATING ANY FLIGHT CONDUCTED ON BEHALF OF LESSEE PURSUANT TO THIS AGREEMENT.

7.5. **Authority of Pilot in Command**. Notwithstanding that Lessor shall have Operational Control of the Aircraft during any flight conducted pursuant to this Agreement, Lessor and Lessee expressly agree that the Pilot in Command, in his or her sole discretion, may terminate any flight, refuse to commence any flight, or take any other flight-related action which in the judgment of the Pilot in Command is necessitated by considerations of safety. The Pilot in Command shall have final and complete authority to postpone or cancel any flight for any reason or condition which in his or her judgment would compromise the safety of the flight. No such action of the Pilot in Command shall create or support any liability of Lessor to Lessee for loss, injury, damage, or delay.

7.6. **Base of Operation**. For purposes of this Agreement, the base of operation is Teterboro Airport, New Jersey (KTEB); provided, however, that the base of operation for purposes of this Agreement may be changed temporarily or permanently by Lessor without notice. Lessor will make reasonable efforts to notify Lessee of changes in the base of operations at least forty-eight (48) hours prior to Lessee's scheduled flights.

7.7. **Force Majeure**. Lessor shall not be liable for delay or failure to furnish the Aircraft and flight crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other unforeseen or unanticipated circumstances.

8. **Insurance and Limitation of Liability**. Lessor represents that the flight operations for the Aircraft as contemplated in this Agreement will be covered by the Lessor's aircraft all-risk physical damage insurance (hull coverage), aircraft bodily injury and property damage liability insurance. Lessor

will retain all rights and benefits with respect to the proceeds payable under policies of hull insurance maintained by Lessor that may be payable as a result of any incident or occurrence while an Aircraft is being operated on behalf of Lessee under this Agreement.

8.1. **Additional policy requirements**. Any policies of insurance carried in accordance with this Agreement and any policies taken out in substitution or replacement of any such policies shall:

8.1.1. name Lessee as an additional insured;

8.1.2. include a severability of interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured;

8.1.3. shall be primary, without right of contribution from any other insurance maintained by Lessee; and

8.1.4. as respects hull physical damage, waive any right of set off or subrogation against Lessee.

8.2. **Limitation of Liability**. Lessee agrees that the insurance specified in this Section 8 provides its sole recourse for all claims, losses, liabilities, obligations, demands, suits, judgments or causes of action, penalties, fines, costs and expenses of any nature whatsoever, including attorneys' fees and expenses for or on account of or arising out of, or in any way connected with the use of the Aircraft by Lessee or its guests, including injury to or death of any persons, including Lessee and its guests which may result from or arise out of the use or operation of the Aircraft during the term of this Agreement ("Claims"), regardless of whether such Claims arise out of or are caused by, in whole or in part, the negligence, gross negligence, or strict liability of Lessor.

8.3. In no event shall Lessor be liable to Lessee or his employees, agents, representatives, guests, or invitees for any claims or liabilities, including property damage or injury and death, and expenses, including attorney's fees, in excess of the amount paid by Lessor's insurance carrier in the event of such loss.

8.4. Upon request, the Lessor shall deliver to Lessee a certificate of insurance evidencing the insurance required to be maintained by Lessor under this Article.

8.5. This Section shall survive termination of this Agreement.

9. **Representations and Warranties**. Lessee represents and warrants that Lessee shall:

9.1. use the Aircraft solely for and on account of his own business or personal use only, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo for compensation or hire, for or in connection with any illegal purpose, in violation of any Applicable Law, or in violation of any insurance policy with respect to Aircraft;

9.2. refrain from incurring any mechanic's or other lien in connection with inspection, preventative maintenance, maintenance, or storage of the Aircraft, whether permissible or impermissible under this Agreement;

9.3. not attempt to convey, mortgage, assign, lease, lease, or in any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft, or do anything or take any action that might mature into such a lien; and

9.4. abide by and conform, during the Term, to all Applicable Laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft by Lessee.

10. **Miscellaneous**.

10.1. **Notices**. All notices hereunder (except for notices made purely for flight scheduling, which are governed by the provisions of Section 6) shall be delivered by hand, sent by reputable guaranteed overnight delivery service, or sent by first-class United States mail, certified, postage prepaid, return receipt requested to the addresses of the parties set forth below:

If to Lessor:

James J. Killerlane III
Corporate Secretary, Managing Director and Deputy General Counsel
240 Greenwich Street, 18th Floor
New York, NY 10286
T: ###-###-####

If to Lessee:

Robin Vince
240 Greenwich Street
New York, NY 10286
T: ###-###-####

Notice shall be deemed given when delivered or sent in the manner provided herein. At any time, either party may change its address for purposes of notices under this Agreement by giving notice to the other party in accordance herewith.

10.2. **No Waiver**. No purported waiver by either party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver or any subsequent default under the same or any other term or provision contained herein.

10.3. **Entire Agreement**. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party (or any officer, director, employee, or agent thereof) to induce any other party to enter into this Agreement or to abide by or consummate any transaction contemplated by any timers of this Agreement, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged.

10.4. **No Agency or Partnership**. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture.

10.5. **Successors and Assigns**. Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Agreement, their respective successors and assigns, provided, however, that neither this Agreement, nor any rights herein granted may be assigned, transferred, or encumbered by Lessee, and any purported or attempted transfer or assignment by Lessee without the prior express written consent of Lessor shall be void and of no effect.

10.6. **Third Parties**. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

10.7. **Captions; Recitals**. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. The captions and section numbers do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement. The Recitals at the beginning of this

Agreement are intended to give an understanding of the factual background that led the parties to enter into this Agreement. The Recitals are not intended to be warranties, representations, covenants, or otherwise contractually binding.

10.8. **Prohibited or Unenforceable Provisions**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by Applicable Law, each of Lessor and Lessee hereby waives any provision of Applicable Law which renders any provision hereof prohibited or unenforceable in any respect.

10.9. **Governing Law**. The Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of New York applicable to agreements to be performed in the State of New York, without giving effect to its conflict of laws provisions. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the U.S. District Court located in New York County, New York if federal jurisdiction is available and to the courts of the State of New York if federal jurisdiction is not available.

10.10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

11. **Required Filings**. Lessee authorizes Lessor at any time, and from time to time, to file any such document with the FAA and/or such other governmental agencies or offices as Lessor shall judge to be necessary or desirable in the name of, and on behalf of, Lessee, which authorization and power is coupled with an interest and shall be irrevocable.

12. **Disclaimer**. The Aircraft is being leased by Lessor to Lessee hereunder on a completely "as is, where is" basis, which is acknowledged and agreed to by Lessee. The warranties and representations set forth in this Agreement are exclusive and in lieu of all other representations or warranties whatsoever, express or implied, and Lessor has not made and shall not be construed or deemed to have made (whether by virtue of having leased the Aircraft under this Agreement, having leased the Aircraft from Lessor, having done or failed to do any act, or having acquired or failed to acquire any status under or in relation to this Agreement or otherwise) any other representation or warranty whatsoever, express or implied, with respect to the Aircraft or to any Part thereof, and specifically, without limitation, in this respect disclaims all representations and warranties concerning the title, airworthiness, value, condition, design, merchantability, compliance with specifications, construction and condition of the Aircraft, or fitness for a particular use of the Aircraft, and as to the absence of latent and other defects, whether or not discoverable, and as to the absence of any infringement or the like hereunder of any patent, trademark, or copyright, and as to the absence of obligations based on strict liability in tort, or as to the quality of the material or workmanship of the Aircraft or any part thereof, or any other representation or warranty whatsoever, express or implied (including any implied warranty arising from a course of performance, dealing, or usage of trade), with respect to the Aircraft or any Part thereof.

Lessee hereby waives, releases, disclaims and renounces all expectation of or reliance upon any such and other warranties, obligations, and liabilities of Lessor and rights, claims, and remedies of Lessee against Lessor express or implied, arising by law or otherwise, including but not limited to: (i) any implied warranty of merchantability or fitness for any particular use; (ii) any implied warranty arising from course of performance, course of dealing, or usage of trade; (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of Lessor, actual or imputed; and (iv) any obligation, liability, right, claim, or remedy for loss of or damage to the Aircraft, for loss of use, revenue, or profit with respect to the Aircraft, or for any other direct, indirect, incidental, or consequential damages.

13. **Truth in Leasing Disclosures**.

13.1. The parties hereto certify that a true copy of this Agreement shall be carried on the Aircraft at all times and shall be made available for inspection upon request by an appropriately constituted and identified representative of the Administrator of the FAA.

13.2. Lessor shall, for and on behalf of Lessor and Lessee, mail a copy of this Agreement by certified mail, return receipt requested, to: Federal Aviation Administration, Aircraft Registration Branch, Attn: Technical Section, P.O. Box 25724, Oklahoma City, Oklahoma 73125, within twenty-four (24) hours after execution of this Agreement.

13.3. At least forty-eight (48) hours before the first flight under this Agreement, Lessor shall, for and on behalf of Lessor and Lessee, comply with the notification requirements of Section 91.23(c)(3) of the FAR by notifying by telephone or in person the responsible Flight Standards office nearest the airport where such first flight will originate of the following: (i) the location of the airport of departure, (ii) the departure time, and (iii) the registration number of the Aircraft.

13.4. WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE EFFECTIVE DATE, EXCEPT TO THE EXTENT THE AIRCRAFT IS LESS THAN TWELVE (12) MONTHS OLD, THE AIRCRAFT HAVE BEEN INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING PROVISIONS OF FAR: FAR 91.409(F)(3) – A CURRENT INSPECTION PROGRAM RECOMMENDED BY THE MANUFACTURER.

13.5. THE PARTIES HERETO CERTIFY THAT, DURING THE TERM OF THIS AGREEMENT AND FOR ALL OPERATIONS CONDUCTED HEREUNDER, THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN ACCORDANCE WITH THE PROVISIONS OF FAR 91.409(F)(3).

13.6. LESSOR, WHOSE ADDRESS APPEARS IN SECTION 10.1 ABOVE AND WHOSE AUTHORIZED SIGNATURE APPEARS BELOW, SHALL HAVE AND RETAIN OPERATIONAL CONTROL OF THE AIRCRAFT DURING ALL OPERATIONS CONDUCTED PURSUANT TO THIS AGREEMENT. EACH PARTY HERETO CERTIFIES THAT IT UNDERSTANDS THE EXTENT OF ITS RESPONSIBILITIES SET FORTH HEREIN FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS. AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE RESPONSIBLE FLIGHT STANDARDS OFFICE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first above written.

LESSOR:

The Bank of New York Mellon

By: /s/ James J. Killerlane III
Name: James J. Killerlane III
Title: Corporate Secretary, Managing Director and Deputy General Counsel

LESSEE:

Robin Vince

By: /s/ Robin Vince
Name: Robin Vince
Title: Chief Executive Officer

Exhibit 10.25

AIRCRAFT TIME SHARING AGREEMENT

This Aircraft Time Sharing Agreement (the "Agreement") is entered into as of January 23, 2023 (the "Effective Date"), by and between **The Bank of New York Mellon**, a New York corporation ("Lessor"), and Robin Vince, an individual ("Lessee").

RECITALS

A. Lessor is in legal possession of the Aircraft (as defined below).

B. Lessor employs (or contracts for the services of) a fully qualified flight crew to operate the Aircraft.

C. Lessee desires from time to time to lease the Aircraft, with a flight crew, on a non-exclusive basis, from Lessor on a time sharing basis as defined in Section 91.501(c)(1) of the FAR (as defined below) and in accordance with Sections 91.501(b)(6), 91.501(c)(1) and 91.501(d) of the FAR.

D. Lessor is willing to lease the Aircraft, with flight crew, on a non-exclusive basis, to Lessee on such a time sharing basis.

E. During the term of this Agreement, the Aircraft will be subject to use by Lessor and Lessor Related Persons (as defined in Section 6.3).

AGREEMENT

NOW, THEREFORE, Lessor and Lessee, in consideration of the promises of the other set forth herein, intending to be legally bound, hereby agree as follows:

1. **Definitions**.

1.1. **Specific Terms**. The following defined terms shall have the following meanings when used in this Agreement. The meanings assigned by this Agreement shall apply to the plural, singular, possessive or any other form of the term. Words of the masculine, feminine or neuter gender used in this Agreement include all other genders.

"**Agreement**" is defined in the preamble.

"**Aircraft**" means the Airframe, the Engines, and the Aircraft Documents. Such Engines shall be deemed part of the "Aircraft" whether or not from time to time attached to the Airframe or removed from the Aircraft.

"**Aircraft Documents**" means, as to the Aircraft, all flights, records, maintenance records, historical records, modification records, overhaul records, manuals, logbooks, authorizations, drawings and data relating to the Airframe, any Engine or any Part, that are required by Applicable Law to be created or maintained with respect to the maintenance and/or operation of the Aircraft.

"**Airframe**" means the Airframe described in Schedule 1 attached hereto and made a part hereof, as the same may be amended from time to time as set forth below, together with any and all Parts (including, but not limited to, landing gear and auxiliary power units, but excluding Engines or engines) so long as such Parts shall be either incorporated or installed in or attached to the Airframe.

"**Applicable Law**" means, without limitation, all applicable laws, treaties, international agreements, decisions and orders of any court, arbitration or governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority, including, without limitation, the FAR and 49 U.S.C. § 41101, et seq., as amended.

"**Business Day**" means Monday through Friday, exclusive of legal holidays under the laws of the United States or the State of New York.

"**Default Rate**" means a per annum rate of interest equal to the SOFR, plus one percent (1%).

"**Effective Date**" means the date so specified in the preamble of this Agreement.

"**Engine(s)**" means the engine(s) identified in Schedule 1 (or any replacement or loaner engines), as the same may be amended from time to time as set forth below, together with any and all Parts so long as the same shall be either incorporated or installed in or attached to such Engine.

"**FAA**" means the Federal Aviation Administration or any successor agency.

"**FAR**" means collectively the Aeronautics Regulations of the Federal Aviation Administration and the Department of Transportation, as codified at Title 14, Parts 1 to 399 of the United States Code of Federal Regulations.

"**Lessee**" is defined in the preamble.

"**Lessor**" is defined in the preamble.

"**Lessor Related Person**" is defined in Section 6.3.

"**Operational Control**" has the same meaning given the term in Section 1.1 of the FAR.

"**Owner**" means The Bank of New York Mellon.

"**Parts**" means all appliances, components, parts, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature (other than complete Engines or engines) which may from time to time be incorporated or installed in or attached to the Airframe or any Engine and includes replacement parts.

"**Pilot in Command**" has the same meaning given the term in Section 1.1 of the FAR.

"**Taxes**" means all sales taxes, use taxes, retailer taxes, duties, fees, excise taxes (including, without limitation federal transportation excise taxes), or other taxes of any kind which may be assessed or levied by any Taxing Jurisdiction as a result of the lease of the Aircraft to Lessee, or the use of the Aircraft by Lessee, or the provision of a taxable transportation service to Lessee using the Aircraft.

"**Taxing Jurisdiction**" means any federal, state, county, local, airport, district, foreign, or other governmental authority that imposes Taxes.

"**Term**" means the term of this Agreement set forth in Section 3.

1.2. **Other Terms**. Unless otherwise specified, the following terms, whether or not capitalized, will have the following meanings as used in this Agreement. "Hereof," "herein," "hereunder," and similar terms refer to this Agreement as a whole, and are not limited to the section or subdivision of this Agreement in which the term appears. "Includes," "including," and similar terms mean without limitation. "Person" includes any natural person, corporation, general or limited partnership, limited liability company, other incorporated or unincorporated association, trust, governmental body or other entity.

2. **Agreement to lease**.

2.1. **Agreement to lease**. Lessor agrees to lease the Aircraft to Lessee on an "as needed and as available" basis, and to provide a fully qualified flight crew for all flights of Lessee, in accordance with the terms and conditions of this Agreement.

2.2. **Intent and Interpretation**. The parties hereto intend that this Agreement shall constitute, and this Agreement shall be interpreted as, a Time Sharing Agreement as defined in Section 91.501(c)(1) of the FAR.

2.3. **Non-Exclusivity**. Lessee acknowledges that the Aircraft is leased to Lessee hereunder on a non-exclusive basis, and that the Aircraft will also be subject to use by Lessor and Lessor's Related Persons.

3. **Term**. The initial term (the "Initial Term") of this Agreement begins on the Effective Date, and ends on the 6-month anniversary of the Effective Date (subject to earlier termination as provided below). At the end of the Initial Term, this Agreement shall automatically be renewed for successive 6-month terms until terminated as provided below. Notwithstanding the foregoing, Lessee shall have the right to terminate this Agreement with or without cause on thirty (30) days written notice to Lessor. After the Initial Term, Lessor shall have the right to terminate this Agreement with or without cause on thirty (30) days written notice to Lessee; provided, however, this Agreement may be terminated on such shorter notice as may be required to comply with Applicable Law, the requirements of any financial institution, or insurance requirements.

4. **Payments**.

4.1. **Flight Charges**. Lessee shall pay Lessor for each flight conducted for Lessee under this Agreement an amount equal to the maximum amount of expense reimbursement permitted in accordance with Section 91.501(d) of the FAR, which expenses include and are limited to:

4.1.1. fuel oil, lubricants, and other additives;

4.1.2. travel expenses of the crew, including food, lodging and ground transportation;

4.1.3. hangar and tie down costs away from the Aircraft's base of operation;

4.1.4. insurance obtained for the specific flight;

4.1.5. landing fees, airport taxes and similar assessments;

4.1.6. customs, foreign permit, and similar fees directly related to the flight;

4.1.7. in-flight food and beverages;

4.1.8. passenger ground transportation;

4.1.9. flight planning and weather contract services; and

4.1.10. an additional charge equal to 100% of the expenses listed in Section 4.1.1.

4.2. **Invoices and Payment**. Lessor will initially pay all expenses related to the operation of the Aircraft in the ordinary course, provided that as soon as practicable after the last day of any calendar month during which any flight for the account of Lessee has been conducted, Lessor shall provide an invoice to Lessee for an amount determined in accordance with Section 4.1 above. Lessee shall remit the full amount of any such invoice, together with any applicable Taxes under Section 5, to Lessor promptly within thirty (30) days of receipt of the invoice. In the event Lessor has not received a supplier invoice for reimbursable charges relating to any such flight prior to such invoicing, Lessor shall re-compute the amount determined in accordance with Section 4.1 above and if an additional amount is due from Lessee to Lessor, issue a supplemental invoice for such charges to Lessee as soon as practicable after the date of receipt of such supplier invoice, and Lessee shall pay such supplemental invoice amount upon receipt thereof. Delinquent payments, defined as payments received more than thirty (30) days after receipt of invoice, to Lessor by Lessee hereunder shall bear interest at the Default Rate from the due date until the date of payment. Lessee shall further pay all costs incurred Lessor by in collecting any amounts due from

Lessee pursuant to the provisions of this Section 4.2 after delinquency, including court costs and reasonable attorneys' fees.

5. **Taxes**. None of the payments to be made by Lessee under Section 4 of this Agreement includes, and Lessee shall be responsible for, shall indemnify and hold harmless Lessor against, any Taxes which may be assessed or levied by any Taxing Jurisdiction as a result of the lease of the Aircraft to Lessee, or the use of the Aircraft by Lessee, or the provision of a taxable transportation service to that Lessee using the Aircraft. Without limiting the generality of the foregoing, Lessee and Lessor specifically acknowledge that all Lessee's flights will be subject to commercial air transportation excise taxes pursuant to Section 4261 of the Internal Revenue Code of 1986, as amended, regardless of whether any such flight is considered "noncommercial" under the FAR. Lessee shall remit to Lessor all such Taxes together with each payment made pursuant to Section 4.2.

6. **Scheduling Flights**.

6.1. **Submitting Flight Requests**. Lessee shall submit requests for flights and proposed flight schedules to Lessor as far in advance of any given flight as possible, preferably at least two (2) Business Days prior to Lessee's desired departure date. Requests for flights and proposed flight schedules shall be in a form, whether written or oral, mutually convenient to, and agreed upon by, Lessor and Lessee. In addition to requests for flights and proposed flight schedules, Lessee shall provide Lessor at least the following information for each proposed flight as soon as possible prior to scheduled departure:

6.1.1. departure airport;

6.1.2. destination airport;

6.1.3. date and time of outbound departure (including any multiple leg destinations);

6.1.4. the number of anticipated passengers and their names;

6.1.5. the nature and extent of luggage and/or cargo to be carried;

6.1.6. the date and time of return flight (including any multiple leg destinations), if any;

6.1.7. for international trips, passport information and Customs-required information for all passengers; and

6.1.8. any other information concerning the proposed flight that may be pertinent or required by Lessor's flight crew.

Until such time as Lessor notifies Lessee otherwise, all flight requests hereunder shall be submitted to the following representative of Lessor:

Travel Services

6.2. **Coordination of Flight Requests**. Each use of the Aircraft by Lessee shall be subject to Lessor's prior approval. Lessor will use reasonable efforts to accommodate Lessee's needs and avoid conflicts in scheduling; provided however, that Lessor shall not be liable to Lessee or any other person for loss, injury, or damage occasioned by any delay or failure to furnish the Aircraft, with a flight crew, pursuant to this Agreement for any reason. Lessor shall not be obligated to retain or contract for additional flight crew or maintenance personnel or equipment in order to accommodate a flight request submitted by Lessee.

6.3. **Subordinated Use of Aircraft**. Lessee's rights to schedule the use of the Aircraft shall at all times be subordinate to the Aircraft use requirements of Lessor, and any parent corporation, subsidiary or affiliate of Lessor ("Lessor Related Persons").

7. **Title and Operation**.

7.1. **Title and Registration**. Lessee acknowledges that title to the Aircraft shall remain vested in Owner, and Lessee undertakes, to the extent permitted by Applicable Law to do all such further acts, deeds, assurances, or things as may, in the reasonable opinion of Owner or Lessor, be necessary or desirable in order to protect or preserve Owner's title to the Aircraft. To the extent requested by Owner or Lessor, or their respective and assigns, Lessee shall take all action necessary to continue all rights and interests of Owner, and their respective successors or assigns in the Aircraft under Applicable Law against any claims of Lessee and any persons claiming by, through, or under Lessee.

7.2. **Aircraft Maintenance**. Lessor shall be solely responsible for maintenance, preventative maintenance, and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. No period of maintenance, preventative maintenance, or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all Applicable Law, and with the sound discretion of the Pilot in Command.

7.3. **Flight Crews**. Lessor shall provide to Lessee a qualified flight crew for each flight conducted in accordance with this Agreement. Lessor may, if it so chooses, elect not to hire its own pilots for any given flight hereunder, but to contract instead for pilot services from a third party. Whether or not the flight crew is supplied by a third party, the flight crew is under the exclusive command and control of Lessor in all phases of all flights conducted hereunder.

7.4. **OPERATIONAL CONTROL**. THE PARTIES EXPRESSLY AGREE THAT LESSOR SHALL HAVE AND MAINTAIN OPERATIONAL CONTROL OF THE AIRCRAFT FOR ALL FLIGHTS OPERATED UNDER THIS AGREEMENT, AND THAT THE INTENT OF THE PARTIES IS THAT THIS AGREEMENT CONSTITUTE A "TIME SHARING AGREEMENT" AS SUCH TERM IS DEFINED IN SECTION 91.501(C)(1) OF THE FAR. LESSOR SHALL EXERCISE EXCLUSIVE AUTHORITY OVER INITIATING, CONDUCTING, OR TERMINATING ANY FLIGHT CONDUCTED ON BEHALF OF LESSEE PURSUANT TO THIS AGREEMENT.

7.5. **Authority of Pilot in Command**. Notwithstanding that Lessor shall have Operational Control of the Aircraft during any flight conducted pursuant to this Agreement, Lessor and Lessee expressly agree that the Pilot in Command, in his or her sole discretion, may terminate any flight, refuse to commence any flight, or take any other flight-related action which in the judgment of the Pilot in Command is necessitated by considerations of safety. The Pilot in Command shall have final and complete authority to postpone or cancel any flight for any reason or condition which in his or her judgment would compromise the safety of the flight. No such action of the Pilot in Command shall create or support any liability of Lessor to Lessee for loss, injury, damage, or delay.

7.6. **Base of Operation**. For purposes of this Agreement, the base of operation is Teterboro Airport, New Jersey (KTEB); provided, however, that the base of operation for purposes of this Agreement may be changed temporarily or permanently by Lessor without notice. Lessor will make reasonable efforts to notify Lessee of changes in the base of operations at least forty-eight (48) hours prior to Lessee's scheduled flights.

7.7. **Force Majeure**. Lessor shall not be liable for delay or failure to furnish the Aircraft and flight crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other unforeseen or unanticipated circumstances.

8. **Insurance and Limitation of Liability**. Lessor represents that the flight operations for the Aircraft as contemplated in this Agreement will be covered by the Lessor's aircraft all-risk physical damage insurance (hull coverage), aircraft bodily injury and property damage liability insurance. Lessor

will retain all rights and benefits with respect to the proceeds payable under policies of hull insurance maintained by Lessor that may be payable as a result of any incident or occurrence while an Aircraft is being operated on behalf of Lessee under this Agreement.

8.1. **Additional policy requirements**. Any policies of insurance carried in accordance with this Agreement and any policies taken out in substitution or replacement of any such policies shall:

8.1.1. name Lessee as an additional insured;

8.1.2. include a severability of interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured;

8.1.3. shall be primary, without right of contribution from any other insurance maintained by Lessee; and

8.1.4. as respects hull physical damage, waive any right of set off or subrogation against Lessee.

8.2. **Limitation of Liability**. Lessee agrees that the insurance specified in this Section 8 provides its sole recourse for all claims, losses, liabilities, obligations, demands, suits, judgments or causes of action, penalties, fines, costs and expenses of any nature whatsoever, including attorneys' fees and expenses for or on account of or arising out of, or in any way connected with the use of the Aircraft by Lessee or its guests, including injury to or death of any persons, including Lessee and its guests which may result from or arise out of the use or operation of the Aircraft during the term of this Agreement ("Claims"), regardless of whether such Claims arise out of or are caused by, in whole or in part, the negligence, gross negligence, or strict liability of Lessor.

8.3. In no event shall Lessor be liable to Lessee or his employees, agents, representatives, guests, or invitees for any claims or liabilities, including property damage or injury and death, and expenses, including attorney's fees, in excess of the amount paid by Lessor's insurance carrier in the event of such loss.

8.4. Upon request, the Lessor shall deliver to Lessee a certificate of insurance evidencing the insurance required to be maintained by Lessor under this Article.

8.5. This Section shall survive termination of this Agreement.

9. **Representations and Warranties**. Lessee represents and warrants that Lessee shall:

9.1. use the Aircraft solely for and on account of his own business or personal use only, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo for compensation or hire, for or in connection with any illegal purpose, in violation of any Applicable Law, or in violation of any insurance policy with respect to Aircraft;

9.2. refrain from incurring any mechanic's or other lien in connection with inspection, preventative maintenance, maintenance, or storage of the Aircraft, whether permissible or impermissible under this Agreement;

9.3. not attempt to convey, mortgage, assign, lease, lease, or in any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft, or do anything or take any action that might mature into such a lien; and

9.4. abide by and conform, during the Term, to all Applicable Laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft by Lessee.

10. **Miscellaneous**.

10.1. **Notices**. All notices hereunder (except for notices made purely for flight scheduling, which are governed by the provisions of Section 6) shall be delivered by hand, sent by reputable guaranteed overnight delivery service, or sent by first-class United States mail, certified, postage prepaid, return receipt requested to the addresses of the parties set forth below:

If to Lessor:

James J. Killerlane III
Corporate Secretary, Managing Director and Deputy General Counsel
240 Greenwich Street, 18th Floor
New York, NY 10286
T: ###-###-####

If to Lessee:

Robin Vince
240 Greenwich Street
New York, NY 10286
T: ###-###-####

Notice shall be deemed given when delivered or sent in the manner provided herein. At any time, either party may change its address for purposes of notices under this Agreement by giving notice to the other party in accordance herewith.

10.2. **No Waiver**. No purported waiver by either party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver or any subsequent default under the same or any other term or provision contained herein.

10.3. **Entire Agreement**. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party (or any officer, director, employee, or agent thereof) to induce any other party to enter into this Agreement or to abide by or consummate any transaction contemplated by any timers of this Agreement, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged.

10.4. **No Agency or Partnership**. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture.

10.5. **Successors and Assigns**. Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Agreement, their respective successors and assigns, provided, however, that neither this Agreement, nor any rights herein granted may be assigned, transferred, or encumbered by Lessee, and any purported or attempted transfer or assignment by Lessee without the prior express written consent of Lessor shall be void and of no effect.

10.6. **Third Parties**. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

10.7. **Captions; Recitals**. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. The captions and section numbers do not define, limit, construe, or describe the scope or intent of the provisions of this Agreement. The Recitals at the beginning of this

Agreement are intended to give an understanding of the factual background that led the parties to enter into this Agreement. The Recitals are not intended to be warranties, representations, covenants, or otherwise contractually binding.

10.8. **Prohibited or Unenforceable Provisions**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by Applicable Law, each of Lessor and Lessee hereby waives any provision of Applicable Law which renders any provision hereof prohibited or unenforceable in any respect.

10.9. **Governing Law**. The Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of New York applicable to agreements to be performed in the State of New York, without giving effect to its conflict of laws provisions. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the U.S. District Court located in New York County, New York if federal jurisdiction is available and to the courts of the State of New York if federal jurisdiction is not available.

10.10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

11. **Required Filings**. Lessee authorizes Lessor at any time, and from time to time, to file any such document with the FAA and/or such other governmental agencies or offices as Lessor shall judge to be necessary or desirable in the name of, and on behalf of, Lessee, which authorization and power is coupled with an interest and shall be irrevocable.

12. **Disclaimer**. The Aircraft is being leased by Lessor to Lessee hereunder on a completely "as is, where is" basis, which is acknowledged and agreed to by Lessee. The warranties and representations set forth in this Agreement are exclusive and in lieu of all other representations or warranties whatsoever, express or implied, and Lessor has not made and shall not be construed or deemed to have made (whether by virtue of having leased the Aircraft under this Agreement, having leased the Aircraft from Lessor, having done or failed to do any act, or having acquired or failed to acquire any status under or in relation to this Agreement or otherwise) any other representation or warranty whatsoever, express or implied, with respect to the Aircraft or to any Part thereof, and specifically, without limitation, in this respect disclaims all representations and warranties concerning the title, airworthiness, value, condition, design, merchantability, compliance with specifications, construction and condition of the Aircraft, or fitness for a particular use of the Aircraft, and as to the absence of latent and other defects, whether or not discoverable, and as to the absence of any infringement or the like hereunder of any patent, trademark, or copyright, and as to the absence of obligations based on strict liability in tort, or as to the quality of the material or workmanship of the Aircraft or any part thereof, or any other representation or warranty whatsoever, express or implied (including any implied warranty arising from a course of performance, dealing, or usage of trade), with respect to the Aircraft or any Part thereof.

Lessee hereby waives, releases, disclaims and renounces all expectation of or reliance upon any such and other warranties, obligations, and liabilities of Lessor and rights, claims, and remedies of Lessee against Lessor express or implied, arising by law or otherwise, including but not limited to: (i) any implied warranty of merchantability or fitness for any particular use; (ii) any implied warranty arising from course of performance, course of dealing, or usage of trade; (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of Lessor, actual or imputed; and (iv) any obligation, liability, right, claim, or remedy for loss of or damage to the Aircraft, for loss of use, revenue, or profit with respect to the Aircraft, or for any other direct, indirect, incidental, or consequential damages.

13. **Truth in Leasing Disclosures**.

13.1. The parties hereto certify that a true copy of this Agreement shall be carried on the Aircraft at all times and shall be made available for inspection upon request by an appropriately constituted and identified representative of the Administrator of the FAA.

13.2. Lessor shall, for and on behalf of Lessor and Lessee, mail a copy of this Agreement by certified mail, return receipt requested, to: Federal Aviation Administration, Aircraft Registration Branch, Attn: Technical Section, P.O. Box 25724, Oklahoma City, Oklahoma 73125, within twenty-four (24) hours after execution of this Agreement.

13.3. At least forty-eight (48) hours before the first flight under this Agreement, Lessor shall, for and on behalf of Lessor and Lessee, comply with the notification requirements of Section 91.23(c)(3) of the FAR by notifying by telephone or in person the responsible Flight Standards office nearest the airport where such first flight will originate of the following: (i) the location of the airport of departure, (ii) the departure time, and (iii) the registration number of the Aircraft.

13.4. WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE EFFECTIVE DATE, EXCEPT TO THE EXTENT THE AIRCRAFT IS LESS THAN TWELVE (12) MONTHS OLD, THE AIRCRAFT HAVE BEEN INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING PROVISIONS OF FAR: FAR 91.409(F)(3) – A CURRENT INSPECTION PROGRAM RECOMMENDED BY THE MANUFACTURER.

13.5. THE PARTIES HERETO CERTIFY THAT, DURING THE TERM OF THIS AGREEMENT AND FOR ALL OPERATIONS CONDUCTED HEREUNDER, THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN ACCORDANCE WITH THE PROVISIONS OF FAR 91.409(F)(3).

13.6. LESSOR, WHOSE ADDRESS APPEARS IN SECTION 10.1 ABOVE AND WHOSE AUTHORIZED SIGNATURE APPEARS BELOW, SHALL HAVE AND RETAIN OPERATIONAL CONTROL OF THE AIRCRAFT DURING ALL OPERATIONS CONDUCTED PURSUANT TO THIS AGREEMENT. EACH PARTY HERETO CERTIFIES THAT IT UNDERSTANDS THE EXTENT OF ITS RESPONSIBILITIES SET FORTH HEREIN FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS. AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE RESPONSIBLE FLIGHT STANDARDS OFFICE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first above written.

LESSOR:

The Bank of New York Mellon

By: /s/ James J. Killerlane III
Name: James J. Killerlane III
Title: Corporate Secretary, Managing Director and Deputy General Counsel

LESSEE:

Robin Vince

By: /s/ Robin Vince
Name: Robin Vince
Title: Chief Executive Officer

Exhibit 10.28

FORM OF PERFORMANCE SHARE UNIT AGREEMENT

THE BANK OF NEW YORK MELLON CORPORATION
LONG-TERM INCENTIVE PLAN
FORM OF NOTICE OF AWARD – PERFORMANCE SHARE UNITS – EXECUTIVE COMMITTEE US

Subject to the terms and conditions of The Bank of New York Mellon Corporation 2023 Long-Term Incentive Plan (the "**Plan**"), this Notice of Award - Performance Share Units – Executive Committee US (the "**Award Notice**"), and the Terms and Conditions of Performance Share Units – Executive Committee US (the "**Terms and Conditions**"), The Bank of New York Mellon Corporation (the "**Corporation**") grants you performance share units ("**PSUs**") as reflected below and on the Corporation's equity award website (the "**Equity Website**"). Each PSU represents the opportunity to receive one (1) share of the Corporation's common stock, par value $.01 ("**Common Stock**"), upon satisfaction of the terms and conditions as set forth in the Award Notice and the Terms and Conditions (collectively, the "**Award Agreement**"), subject to the terms of the Plan. The purpose of the award is to incentivize you to align your interests with that of the Corporation and to reward your future contribution to the performance of the Corporation's business.

Participant	[PARTICIPANT NAME]
Grant Date	[GRANT DATE]
Number of PSUs **The "Grant Amount" of "PSUs" (assuming achievement of 100% earnout)**	[NUMBER OF SHARES GRANTED]

Vesting Schedule – Please refer to Appendix. The vesting date may be delayed if and to the extent the Risk Adjustment Process set forth in Exhibit A is not completed by such date or achievement of performance as set forth on Attachment A have not been determined by such date, in each case, subject to Section 4.1 of the Terms and Conditions.
Risk Adjustment Process - Unvested PSUs are subject to forfeiture based upon the Risk Adjustment Process set forth in Exhibit A.

THE CORPORATION'S GRANT OF PSUs AS REFLECTED HEREIN IS CONTINGENT UPON YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE AWARD AGREEMENT AND THE PLAN ELECTRONICALLY ON THE EQUITY WEBSITE ON OR BEFORE [GRANT ACCEPT BY DATE] (THE "ACCEPTANCE DEADLINE"). IF YOU FAIL TO DO SO, THE CORPORATION'S GRANT OF PSUs AS REFLECTED HEREIN SHALL BE NULL AND VOID, AND SHALL NOT BE RE-INSTATED.

BY ELECTRONICALLY ACKNOWLEDGING AND ACCEPTING THE CORPORATION'S GRANT OF PSUS, YOU AFFIRMATIVELY AND EXPRESSLY AGREE:

(1) SUCH ACKNOWLEDGEMENT AND ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THE AWARD AGREEMENT

(2) TO BE BOUND BY THE PROVISIONS OF THE AWARD AGREEMENT AND THE PLAN INCLUDING WITHOUT LIMITATION ANY LOCATION SPECIFIC SPECIAL TERMS AND

CONDITIONS SET FORTH IN THE ADDENDUM, AS DEFINED IN THE TERMS AND CONDITIONS

(3) YOU (A) HAVE REVIEWED THE AWARD AGREEMENT AND THE PLAN IN THEIR ENTIRETIES; (B) WERE GIVEN A REASONABLE TIME TO COMPLETE SUCH REVIEW; (C) HAVE BEEN ADVISED BY THE CORPORATION TO CONSULT WITH YOUR OWN ATTORNEY BEFORE ENTERING INTO THE AWARD AGREEMENT; (D) HAVE HAD AN OPPORTUNITY TO OBTAIN PROFESSIONAL LEGAL/TAX/INVESTMENT ADVICE PRIOR TO ACCEPTING THE PSUs; AND (E) FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE AWARD AGREEMENT AND THE PLAN

(4) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE PLAN AND THE U.S. PROSPECTUS FOR THE PLAN

(5) TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE CORPORATION UPON ANY QUESTIONS ARISING UNDER THE AWARD AGREEMENT AND THE PLAN

PARTICIPANT ACCEPTANCE DATE: [ACCEPTANCE DATE]

****

FORM OF EXHIBIT A
Risk Adjustment/Forfeiture Decision Process

For any performance year in which you remain a covered employee (including as an MRT), your risk performance will be assessed via a Risk Culture Summary Scorecard ("**RCSS**"). If, in any year, you receive an RCSS rating of "Partially Met Expectations" or "Did Not Meet Expectations," your unvested PSUs (including any accrued dividend equivalents) will be subject to review by the Incentive Compensation Review Committee ("**ICRC**") or the Human Resources and Compensation Committee of the Corporation's Board of Directors (the "**HRCC**") for consideration of forfeiture, as applicable. If you are no longer a covered employee (including as an MRT) or have left the Corporation, any unvested portion of the PSUs (including any accrued dividend equivalents) granted while you were a covered employee (including as an MRT) will also be subject to a risk review by the ICRC/HRCC.

In that event, as part of its review, the ICRC/HRCC will ask –

- Did your rating reflect poor risk behavior by you in a prior year?
- Did you receive an award in that year?

If the answer to both questions is yes, the ICRC/HRCC asks the following questions with respect to each of the designated prior years:

- Financial Impact: How much did/will the issue cost the Company?
- Reputational Impact: How much of a regulatory impact did/will it have on the Company?

The ICRC/HRCC selects the impact answer that falls into the highest category below to determine the impact forfeiture percentage.

Criteria	Metric	None	Low	Medium	High
Financial Impact					
Reputational Impact					

As used in this Exhibit A, the term "**Company**" shall mean the Corporation and its Affiliates.

Then the ICRC/HRCC asks how much, if any, control/responsibility you had regarding the situation. The answer to the last question determines the modifier to be applied to the impact forfeiture percentage.

Criteria	None	Indirect	Direct
Your role & responsibility			

Example *[Insert Example]*

The ICRC/HRCC reserves the right to adjust the impact forfeiture percentage from the guidance above at its discretion.

THE BANK OF NEW YORK MELLON CORPORATION

FORM OF TERMS AND CONDITIONS
OF PERFORMANCE SHARE UNITS – EXECUTIVE COMMITTEE US

The Performance Share Units ("**PSUs**") with respect to Common Stock of The Bank of New York Mellon Corporation (the "**Corporation**") granted to you on the Grant Date are subject to the Notice of Award - Performance Share Units – Executive Committee US (the "**Award Notice**"), these Terms and Conditions of Performance Share Units – Executive Committee US (the "**Terms and Conditions**") and all of the terms and conditions of The Bank of New York Mellon Corporation 2023 Long-Term Incentive Plan (the "**Plan**"), which is incorporated herein by reference. In the case of a conflict between the Award Notice, these Terms and Conditions and the terms of the Plan, the provisions of the Plan shall govern. A copy of the Plan can be found on the Corporation's equity award website (the "**Award Website**"), NetBenefits.com, under "Quick Links." Capitalized terms used but not defined herein shall have the same meaning as provided or reflected in the Award Notice or the Plan, as applicable. For purposes of these Terms and Conditions, "**Employer**" means the Corporation or any Affiliate that employs or employed you on the applicable date.

SECTION 1: Performance Share Unit Award

1.1 Grant of Award. Subject to these Terms and Conditions and the terms of the Plan, the Corporation grants you the number of PSUs as reflected in the Award Notice. The PSUs shall vest in accordance with the Vesting Schedule and shall be subject to the Risk Adjustment Process as reflected in the Award Notice.

1.2 Dividend Equivalents. During the period prior to vesting, dividend equivalents shall be determined with respect to the PSUs as if reinvested as additional PSUs on the dividend payment date and shall be paid to you pursuant to Section 4 of these Terms and Conditions only if and to the extent that the underlying PSUs become vested as provided in the Award Agreement, and any remaining dividend equivalents (including any PSUs resulting from dividend equivalents) shall be forfeited. In the event that you receive any additional PSUs as an adjustment with respect to the Grant Amount, such additional PSUs will be subject to the same restrictions as if granted under the Award Agreement as of the Grant Date and paid pursuant to Section 4 of this Agreement.

1.3 No Voting Rights. Prior to the settlement of your PSUs pursuant to these Terms and Conditions, you shall not be entitled to vote the shares of Common Stock underlying the PSUs.

1.4 Nontransferable. The PSUs shall be transferable only by will or the laws of descent and distribution. Any other attempt to transfer the PSUs shall be null and void.

SECTION 2: Vesting, Performance Period, Forfeiture, Termination of Employment and Disability

2.1 Vesting, Performance Period and Forfeiture.

(a) *Vesting*. Subject to Sections 3 and 5.4 of these Terms and Conditions, PSUs (as may be adjusted from the Grant Amount by reference to the performance goals and the Risk Adjustment Process) may be earned as set forth in Attachment A for the period *[Insert Performance Period]* (the "**Performance Period**"); provided that you remain continuously employed with your Employer through the end of the Performance Period; and provided further that unvested PSUs (including any PSUs arising

from dividend equivalents) are subject to forfeiture based upon the Risk Adjustment Process each year and following completion of the Performance Period as set forth on Exhibit A. Notwithstanding anything to the contrary contained in the Award Agreement and in accordance with Section 4.1, a vesting may be delayed if, on the vesting date, you are the subject of ongoing disciplinary or performance management investigations or proceedings concerning circumstances under which forfeiture or clawback of this award could apply or such other actual or potential compensation recovery processes are ongoing under which forfeiture or clawback of this award could apply. In such cases, the applicable portion of the award, if any, will vest following the completion of such investigations, proceedings and/or processes to the extent the Corporation determines that forfeiture and/or clawback does not apply.

(b) *Forfeiture upon Termination of Employment*. Subject to Sections 2.2 and 2.3 of these Terms and Conditions, if you cease to be continuously employed with your Employer through the end of the Performance Period, you shall cease vesting in your PSUs as of your Termination Date and any unvested PSUs (including any PSUs resulting from dividend equivalents) immediately shall terminate and be forfeited, except in situations where vesting would have occurred but for the fact that a determination has not yet been made as to whether a risk adjustment pursuant to Exhibit A is required, in which case vesting shall occur in accordance with the terms of the Award Agreement provided that the Committee determines the effect, if any, of a risk adjustment. As used herein, "**Termination Date**" shall mean the last day on which you are an employee of your Employer.

(c) *Forfeiture upon Termination of Employment for Cause*. Notwithstanding anything to the contrary contained in these Terms and Conditions, if your Employer terminates your employment for Cause, your PSUs, whether vested (but unsettled) or unvested, and including any dividend equivalent rights (including any PSUs resulting from dividend equivalents), immediately shall terminate and be forfeited. For purposes of these Terms and Conditions, "**Cause**" shall mean:

(i) you have been convicted of, or have entered into a pretrial diversion or entered a plea of guilty or nolo contendere (plea of no contest) to a crime or offense constituting a felony (or its equivalent under applicable laws outside of the United States), or to any other crime or offense involving moral turpitude, dishonesty, fraud, breach of trust, money laundering, or any other offense that may preclude you from being employed with a financial institution;

(ii) you are grossly negligent in the performance of your duties or have failed to perform the duties of your employment, including, without limitation, failure to comply with any lawful directive from your Employer or the Corporation, other than by reason of incapacity due to disability or from any permitted leave of absence required by law;

(iii) you have violated the Corporation's Code of Conduct or any of the policies of the Corporation or your Employer governing the conduct of business or your employment, including without limitation, those relating to discrimination and retaliation;

(iv) you have engaged in any misconduct which has the effect or potential of being injurious to the Corporation, any Affiliate or your Employer, including, but not limited to, its reputation;

(v) you have engaged in an act of fraud or dishonesty, including, but not limited to, taking or failing to take actions intending to result in personal gain; or

(vi) if you are employed outside the United States, any other circumstances (beyond those listed above) that permit the immediate termination of your employment without notice or payment in accordance with the terms of your employment agreement or Applicable Laws (as defined in Section 5.2).

The determination of whether your actions will be considered Cause for purposes of these Terms and Conditions will be determined by the Corporation or any of its Affiliates, at its or their sole discretion, as applicable. Any determinations of Cause will be considered conclusive and binding on you.

2.2 Specified Terminations of Employment.

(a) *Death*. If you cease to be continuously employed with your Employer by reason of your death prior to the date that your PSUs become fully vested, all unvested PSUs may vest as provided in Section 2.1(a) above following completion of the Performance Period and the balance of the PSUs that do not vest with respect to the Performance Period shall be deemed forfeited at the end of the Performance Period. In such case, the Corporation will issue your legal representative or your estate the vested PSUs settled in shares of Common Stock in accordance with Section 4.

[(b) *Specified Age & Years of Service Rule.* If you cease to be continuously employed with your Employer (i) on or after your attainment of age 60, and (ii) the combination of your age and years of credited employment with your Employer (in both instances, full and partial years) on your Termination Date equals or exceeds 65 (satisfaction of (i) and (ii) being a "**Retirement-Eligible Event**"), all unvested PSUs may vest as provided in Section 2.1(a) above following completion of the Performance Period, so long as you fully comply with the applicable covenants provided in Section 3 hereof and provided that, if requested by your Employer, you execute and do not revoke a Transition/Separation Agreement and Release acceptable to your Employer. The balance of the PSUs that do not vest with respect to the Performance Period shall be deemed forfeited at the end of the Performance Period. As a condition for continued vesting of your PSUs (including any PSUs resulting from dividend equivalent rights) following a Retirement-Eligible Event, your Employer may require you to periodically certify your compliance with the covenants set forth in Section 3 of these Terms and Conditions as more fully described in such Section. For purposes of the foregoing, partial years shall be determined based upon the number of days since your prior birthday or the number of days of credited employment since your prior employment anniversary, as the case may be. Notwithstanding the foregoing, in the case of continued vesting following a Retirement-Eligible Event, if you commence employment with a new employer that grants you a new award that replaces all or any portion of this award, any portion of this award that has been replaced by your new employer will be forfeited and will no longer vest and, where relevant, will be promptly repaid by you if the award or any portion of this award has already vested.*]*

(c) *Termination Providing Transition/Separation Pay.* Provided that you execute and do not revoke a Transition/Separation Agreement and Release acceptable to your Employer, if you cease to be continuously employed with your Employer by reason of a termination by your Employer and in connection with such termination you receive transition/separation pay from the Corporation or your Employer, all unvested PSUs may vest as provided in Section 2.1(a) above following completion of the Performance Period so long as you fully comply with the applicable covenants provided in Section 3 hereof. The balance of the PSUs that do not vest with respect to the Performance Period shall be deemed forfeited at the end of the Performance Period. For purposes of the foregoing, "**transition/separation pay**" means any severance, redundancy or ex-gratia compensation payment to you from the Corporation or your Employer in connection with your termination of employment that is in excess of the amount

payable to you on account of any notice period to which you are entitled pursuant to the terms of your contract of employment or otherwise (or payment in lieu of such notice).

(d) *Sale of Business*. If you cease to be continuously employed with your Employer due to a sale of a business unit or your Employer and you are not otherwise entitled to transition/separation pay, all unvested PSUs may vest as provided in Section 2.1(a) above following completion of the Performance Period so long as you fully comply with the applicable covenants provided in Section 3 hereof. The balance of the PSUs that do not vest with respect to the Performance Period shall be deemed forfeited at the end of the Performance Period.

(e) *Change in Control*. If your employment is terminated by your Employer without Cause within two (2) years after a Change in Control occurring after the Grant Date, and your PSU award is assumed, substituted or replaced in connection with such Change in Control, all unvested PSUs may vest as provided in Section 2.1(a) above following completion of the Performance Period so long as you fully comply with the applicable covenants provided in Section 3 hereof. The balance of the PSUs that do not vest with respect to the Performance Period shall be deemed forfeited at the end of the Performance Period. In the event that your PSU award is not assumed, substituted or replaced in connection with a Change in Control occurring after the Grant Date including if such a Change in Control occurs following termination of employment, your unvested PSUs, including any dividend equivalent rights, will become fully vested as of the date of the Change in Control (such date then being the vesting date) and will be settled in cash, shares or a combination thereof, as determined by the Committee (except to the extent that settlement of your PSUs must remain payable on the vesting date as reflected in the Award Notice in order to comply with Section 409A or other Applicable Laws).

(f) *Termination of Employment Prior to the Grant Date*. If your Termination Date (as defined in Section 2.1(b) above) occurred prior to the Grant Date for this award, you agree that any references to you as an "employee" and "employment" in the Award Agreement means the period of time during which you were still an employee of the Corporation or any of its Affiliates.

[Additional Vesting Provisions, if any.]

2.3 Disability. If you receive current benefits under a long-term disability plan maintained by the Corporation or your Employer while any portion of your PSUs remains unvested, all unvested PSUs will remain eligible to vest as provided in Section 2.1(a) above following completion of the Performance Period so long as you are eligible to receive such benefits provided you fully comply with the applicable covenants provided in Section 3 hereof. The balance of the PSUs that do not vest with respect to the Performance Period shall be deemed forfeited at the end of the Performance Period.

SECTION 3: Notice of Resignation, Non-Solicitation, Non-Competition, Confidential Information, Non-Disparagement and Cooperation

3.1 Notice of Resignation. As consideration for this award, you will provide your Employer with 180 days' advance written notice of any voluntary termination of your employment with your Employer or such longer period as may be set forth in any other agreement that you may have with the Corporation or your Employer or any policy of the Corporation or of your Employer.

3.2 Non-Solicitation of Clients, Contractors and Employees; Non-Competition.

To protect the Corporation's and its Affiliates' legitimate business interests, including its confidential information and goodwill, and for the good and valuable consideration offered pursuant to the Award Agreement, which is in excess of any consideration you are otherwise entitled to receive, and to the maximum extent permitted by Applicable Laws, you agree as follows:

(a) *Non-Solicitation of Clients, Contractors and Employees*. Your PSUs, whether vested (but unsettled) or unvested, and including any PSUs resulting from dividend equivalent rights, shall be immediately forfeited if, prior to one (1) year from the Termination Date or, if later, the final vesting date set forth in the Award Notice (the "**Restricted Period**"), you directly or indirectly: (i) solicit, divert or appropriate, or attempt to solicit, divert or appropriate for the benefit of any Competitive Enterprise any client or prospective client of the Corporation or an Affiliate with whom you had contact, or with respect to whom you obtained or had access to Confidential Information, or whose identity you learned, during your employment with your Employer; (ii) interfere with, disrupt or attempt to disrupt any relationship, contractual or otherwise, between the Corporation or an Affiliate and any of its respective clients or prospective clients with whom you had contact, or with respect to whom you obtained or had access to Confidential Information, or whose identity you learned, during your employment with your Employer, or otherwise cause, induce or encourage any such client to diminish or terminate its relationship with the Corporation or an Affiliate; or (iii) hire or employ any employee or contractor of the Corporation or an Affiliate, or influence, solicit or induce such an individual or entity to terminate or diminish their employment or engagement, whichever is applicable, with the Corporation or an Affiliate. For purposes of the Award Agreement, "**prospective clients**" means any person or entity with whom the Corporation or an Affiliate is or was engaged for the purposes of entering into a client or business relationship within the twelve (12) months preceding your Termination Date. During the Restricted Period, you agree to (i) advise any person or entity that seeks to employ you of the terms of these covenants; and (ii) immediately notify People Team equity administration if you are not in compliance with your obligations above.

(b) *Non-Competition*. Your PSUs, whether vested (but unsettled) or unvested, and including any PSUs resulting from dividend equivalent rights, shall be immediately forfeited if, after your separation from employment with the Corporation or its Affiliates by reason of your (i) Retirement-Eligible Event or (ii) termination providing transition/separation pay as specified in Sections 2.2(b) and 2.2(c) respectively, and before the end of the Restricted Period, you, directly or indirectly (without the prior written consent of the Corporation), (i) associate (including as a director, officer, employee, partner, consultant, investor, agent or advisor) with a Competitive Enterprise, or (ii) transact business on behalf of a Competitive Enterprise. For purposes of the Award Agreement, "**Competitive Enterprise**" means any business enterprise, person or entity: (i) that is a member of any of the Corporation's competitive peer groups as disclosed in the Corporation's proxy statement that was most recently filed with the Securities and Exchange Commission preceding the Termination Date; or (ii) that is otherwise engaged in or is undertaking efforts to engage in any actual or planned or substantially similar service offering of the Corporation or the Affiliate, product line of the Corporation or the Affiliate, or any other business of the Corporation or an Affiliate within the two (2) years preceding your Termination Date; or (iii) for whom you would otherwise be performing services through which you would disclose or inevitably disclose Confidential Information. However, nothing in the Award Agreement shall preclude you from investing your personal assets in the securities of any Competitive Enterprise if such securities are (i) traded on a national stock exchange or in the over-the-counter market and if such investment is as a passive investor and if such investment does not result in you beneficially owning, at any time, more than five (5%) of the publicly-traded equity securities of such competitor; or (ii) not traded on a national stock exchange or in the over-the-counter market and if such investment is as a passive investor and such investment does not result in you beneficially owning, at any time, more than five (5%) of any class of equity securities of such competitor. You acknowledge and agree that the Corporation's and its Affiliates' business is global

in nature, and in light of your executive level role and responsibilities and your access to Confidential Information concerning the Corporation's and its Affiliates' global operations, in providing your services to your Employer you will have a material presence or influence on behalf of your Employer throughout the world. You further acknowledge and agree that, in light of current technology, your services and the business of any Competitive Enterprise can be conducted anywhere in the world.

For the sake of clarity, the foregoing non-compete restriction does not prohibit you from being employed by the government or a not-for profit organization (i.e. an organization exempt from local and national tax laws). In view of the limited scope of the non-compete obligation assumed under this Section, which does not prevent you from working in other entities that are not affected by it, you acknowledge and agree that: (i) the foregoing non-compete obligation is reasonable and necessary to protect the Corporation's and its Affiliates' legitimate business interests including its confidential information and goodwill, and (ii) the ability to continue to vest in your PSUs, including any PSUs resulting from dividend equivalent rights, following a Retirement-Eligible Event or termination providing transition/separation pay is fair and reasonable consideration for the foregoing non-compete obligation. During the Restricted Period, you further agree to (i) advise any person or entity that seeks to employ you of the terms of these covenants; and (ii) immediately notify People Team equity administration if you are not in compliance with your obligations above (i.e., if you begin to associate with or transact business on behalf of a Competitive Enterprise).

3.3 Confidential Information.

(a) Except as may be permitted in accordance with Section 3.6 below, during the course of your employment with the Corporation or any Affiliate and continuing thereafter, you will maintain in secrecy all Confidential Information of the Corporation and its Affiliates and will not, either directly or indirectly, at any time, while an employee of the Corporation or any Affiliate or thereafter, make known, divulge, reveal, furnish, make available, disclose, appropriate or use (except for use in the regular course of your duties for the Corporation or its Affiliates) any Confidential Information (as defined below) without the written consent of the Corporation. Upon the Termination Date, or any time the Corporation makes a request, you will deliver promptly to the Corporation all Confidential Information and all copies of Confidential Information, or any analyses, compilations, summaries, studies, or other documents based, in whole or in part, upon the Confidential Information and, to the extent any Confidential Information is stored on any PDA or personal computer, cloud, email account or other storage device, you will fully cooperate with the Corporation or its Affiliates to return and permanently delete all such Confidential Information from such devices. Upon the Corporation's request, you agree to provide access to any such device(s) to the Corporation or a third-party vendor selected by the Corporation to assist with such identification and removal of Confidential Information and Corporation material in a manner that includes steps to protect your personal information. Upon the Corporation's request at any time, you will certify in writing to the Corporation that no Confidential Information or any analyses, compilations, summaries, studies, or other documents based, in whole or in part, upon the Confidential Information, remains in your possession or control. You also agree that this obligation is in addition to, and not in limitation or preemption of, all other obligations of confidentiality that you may have to the Corporation or its Affiliates under the Code of Conduct, Securities Trading Policy or other rules or policies governing the conduct of their respective businesses, or general or specific legal or equitable principles.

(b) As used herein, "**Confidential Information**" means the information you have been given or to which you have access or become informed of, directly or indirectly, which the Corporation or its Affiliates possess or have access and which relates to the Corporation or its Affiliates, is not

generally known to the public or in the trade or is a competitive asset and/or otherwise constitutes a "trade secret," as that term is defined by Applicable Laws, of the Corporation or its Affiliates, including without limitation, non- public: (i) planning data and marketing strategies, including marketing ideas, mailing lists, and sales and marketing plans; (ii) terms of any new products and investment strategies; (iii) information relating to other officers and employees of the Corporation or its Affiliates, including personal information, social security numbers, medical information, addresses, and telephone numbers; (iv) financial results and information about the business condition of the Corporation or its Affiliates, including results and data about Corporation conditions, operations, strategies and plans, pending projects and proposals, and potential acquisitions or divestitures; (v) terms of any investment, management or advisory agreement or other material contract; (vi) proprietary software and other product or technical information, including product formulations, new product ideas, new business developments, plans, designs, compilations, methods, processes, procedures, program devices, data or market information processing programs, hardware firmware, research and development products, and related documents and information; (vii) customer and potential customer information, including client lists, prospecting lists, information about client accounts, pricing strategies, and current or proposed transactions and contact persons at such customers and customer prospects); and (viii) material information or internal analyses concerning customers or customer prospects of the Corporation or its Affiliates or their respective operations, condition (financial or otherwise) or plans. Confidential Information does not include information which: (i) was or becomes generally available to the public other than as a result of disclosure by you or any of your agents, advisors or representatives or the wrongdoing of a third party; (ii) was within your possession prior to its being furnished to you by or on behalf of the Corporation or its Affiliates, provided that the source of the information was not bound by a confidentiality agreement with the Corporation or otherwise prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation or otherwise wrongfully came into possession of such information; or (iii) was or becomes available to you on a non-confidential basis from a source other than the Corporation or its Affiliates, provided that such source is not bound by a confidentiality agreement with the Corporation or otherwise prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation or otherwise wrongfully came into possession of such information.

(c) You acknowledge and agree that the Confidential Information is not generally known or available to the general public; has been developed, compiled, and/or acquired by the Corporation or its Affiliates at their great effort and expense; and includes such information as it exists in any form, including written, oral, electronic, digital or other form. You further acknowledge that disclosing, divulging, revealing or using any Confidential Information, other than on behalf of the Corporation and its Affiliates, would be highly detrimental to the Corporation and its Affiliates, and that immediate and irreparable harm to the Corporation and its Affiliates, including loss of business and financial damage, would result therefrom.

3.4 Non-Disparagement. Subject to Section 3.6 below, during the course of your employment with the Corporation or any Affiliate and continuing thereafter, you will not, directly or indirectly make, issue, authorize or publish any comments or statements (orally or in writing) to the media, including without limitation traditional vehicles and social media, to any individual or entity with whom or which the Corporation, or any of its Affiliates, has a business relationship, or to any other individual or entity, which disparages, criticizes or otherwise reflects adversely upon the Corporation, any of its Affiliates or any of their respective employees, officers or directors.

3.5 Cooperation. Upon the termination of your employment for any reason or no reason, including but not limited to resignation of employment, you will fully cooperate with the Corporation and

its Affiliates upon reasonable notice and at reasonable times, in the prosecution and defense of complaints, investigations, litigation, arbitration and mediation of any complaints, claims or actions now in existence or that may be threatened or brought in the future relating to events or occurrences that transpired while employed by the Corporation or any Affiliate.

3.6 Governmental Authorities. Nothing in the Award Agreement prohibits or interferes with your right to disclose any relevant and necessary information in any action or proceeding relating to the Award Agreement or as otherwise required by law or legal process. In addition, nothing in the Award Agreement prohibits or interferes with your or your attorney's right: (a) to initiate communications directly with or report or disclose possible violations of law or regulation to, any governmental agency or entity, legislative body, or any self-regulatory organization, including but not limited to the U.S. Department of Justice ("**DOJ**"), the U.S. Securities and Exchange Commission ("**SEC**"), the U.S. Financial Industry Regulatory Authority ("**FINRA**"), the U.S. Equal Employment Opportunity Commission ("**EEOC**"), or U.S. Congress, and such reports or disclosures do not require prior notice to, or authorization from, the Corporation; (b) to participate, cooperate, or testify in any action, investigation or proceeding with, provide information to, or respond to any inquiry from any governmental agency or legislative body, any self-regulatory organization, including but not limited to the IRS, SEC, FINRA, the EEOC, DOJ, U.S. Congress ("**Governmental Authorities**"), or the Corporation's Legal or Compliance Departments and such communications do not require prior notice to, or authorization from the Corporation. However, with respect to such communications, reports, participation, cooperation or testimony to the Governmental Authorities, as set forth above in clauses (a) and (b) of this Section, you may not disclose privileged communications with the Corporation's counsel. To the extent permitted by law, upon receipt of a subpoena, court order or other legal process compelling the disclosure of any information, you will give prompt written notice to the Corporation so as to provide the Corporation ample opportunity to protect its interests in confidentiality to the fullest extent possible unless the subpoena, court order or other legal process pertains to an action described above in clauses (a) or (b) of this Section, in which event no such notice is required. Notwithstanding any confidentiality and non-disclosure obligations you may have, you are hereby advised as follows pursuant to the U.S. Federal Defend Trade Secrets Act of 2016: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

3.7 Periodic Certification of Compliance. In connection with your separation from employment with the Corporation or its Affiliates by reason of your Retirement-Eligible Event, upon request by your Employer, you agree to periodically certify your compliance with the covenants set forth in this Section 3 through the end of the Restricted Period. If you fail to provide any such certification(s) as requested by your Employer, the PSUs whether vested (but unsettled) or unvested, and including any PSUs resulting from dividend equivalent rights, shall be immediately forfeited.

3.8 Existing Obligations. The terms of the Award Agreement shall not in any way (a) limit your obligations pursuant to any other agreements with the Corporation or any of its Affiliates or other corporate plans or policies applicable to you; or (b) limit the Corporation's or your Employer's rights to

exercise any remedies it may have under Applicable Laws or under the terms of such other agreements, plans or policies.

3.9 Failure to Comply with Covenants. If you fail to comply with any of the foregoing applicable covenants, the PSUs, whether vested (but unsettled) or unvested, and including any PSUs resulting from dividend equivalent rights, shall be immediately forfeited and may be subject to repayment as provided in Section 5.4 of these Terms and Conditions.

SECTION 4: Settlement

4.1 Time of Settlement.

(a) *Time of Settlement*. Vested PSUs shall be settled within two and one-half (2 ½) months following the end of the Performance Period, contingent upon the Committee's determination of the earnout achieved and subject to the individual per-employee limitations included in the Plan; *provided,* if you are a "specified employee" under Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), upon separation from service and if such settlement is deferred compensation conditioned upon a separation from service and not compensation you could receive without separating from service, then settlement shall not be made until the first day following the six (6) month anniversary of your separation from service (or upon your death, if earlier).

(b) *Acceleration Due to Conflicts of Interest or Ethics Laws (Governmental Service).* Notwithstanding Section 4.1(a), the Corporation may accelerate the vesting and settlement of all or part of your outstanding PSUs if each of the following conditions are satisfied: (i) you cease to be continuously employed with your Employer by reason of an event described in Section 2.2(b), (c), (d), or (e); (ii) pursuant to such section, you continue to vest in your PSUs following your Termination Date; (iii) following your Termination Date, you become employed by a Governmental Employer; and (iv) you present the Corporation with satisfactory evidence demonstrating that as a result of such employment with a Governmental Employer, the divestiture of your PSUs is reasonably necessary to avoid the violation of United States federal, state or local conflicts of interest or ethics law applicable to you; provided that, no accelerated distribution shall occur pursuant to this Section 4.1(b) unless the Corporation determines that such acceleration is consistent with Treasury Regulation Section 1.409A-3(j)(4)(iii)(B). In the event that the Corporation determines to accelerate the vesting and settlement of your PSUs in accordance with this Section 4.1(b), the number of PSUs which shall be vested and settled shall be equal to the lesser of (I) the number of PSUs that would have vested in accordance with the applicable subsection of Section 2.2 if Performance Goals were achieved resulting in a final earnout percentage of 100% (target), (II) the number of PSUs that would have vested in accordance with the applicable subsection of Section 2.2 if the Performance Period ended with the last Corporation quarter ending simultaneously with or before your commencement of employment at a Governmental Employer for which the respective Form 10-K or Form 10-Q has been filed with the SEC (or such other date as determined by the Corporation in its discretion for which performance results are readily ascertainable), subject to any adjustments as determined by the Corporation in its discretion in light of the truncated Performance Period, or (III) such other amount as determined by the Corporation in its sole discretion. In the event that vesting and settlement of the PSUs are accelerated pursuant to this Section 4.1(b), you shall remain subject to these Terms and Conditions as if the PSUs had remained outstanding through the original vesting date and had been settled in accordance with Section 4.1(a), including, but not limited to, for purposes of (A) determining the duration of the Restricted Period set forth in Section 3.2 (so that the Restricted Period shall be determined based on the originally scheduled vesting date without regard to any acceleration) and

(B) determining whether the PSUs have been settled for purposes of Section 3.9 (so that the PSUs shall not be deemed to have been vested or settled until the date on which they would have been vested or settled (as applicable) without regard to acceleration under this Section 4.1(b)). In the event that the settlement of the PSUs is accelerated in accordance with this Section 4.1(b), upon such settlement, you shall cease to have any further rights with respect to your PSUs, and for the avoidance of doubt, any PSUs which are not settled shall be deemed immediately forfeited. As a condition for acceleration pursuant to this Section 4.1(b), the Corporation may require that you sign an agreement satisfactory to the Corporation addressing the circumstances of such acceleration and acknowledging these Terms and Conditions. For purposes of this Section 4.1(b), "Governmental Employer" means a United States federal, state or local governmental agency, branch, department, or entity and any court or other tribunal.

4.2 Form of Settlement. PSUs, including any PSUs resulting from dividend equivalents, shall be settled in the form of Common Stock delivered in book-entry form, except as determined by the Committee as provided in Section 2.2(e). Notwithstanding the foregoing, and except as determined by the Committee as provided in Section 2.2(e), the Corporation may, in its sole discretion, (a) settle any vested PSUs in the form of a cash payment, or (b) settle any vested PSUs in the form of Common Stock but require an immediate sale of such shares of Common Stock (in which case, these Terms and Conditions shall give the Corporation the authority to issue sales instructions on your behalf).

SECTION 5: Other Terms and Conditions

5.1 No Right to Employment. Neither the award of PSUs nor anything else contained in these Terms and Conditions nor the Plan shall be deemed to limit or restrict the right of your Employer to terminate your employment at any time, for any reason, with or without Cause.

5.2 Compliance with Laws. Notwithstanding any other provision of these Terms and Conditions, you agree to take any action, and consent to the taking of any action by the Corporation and your Employer with respect to the PSUs awarded hereunder necessary to achieve compliance with applicable laws, regulations or relevant regulatory requirements or interpretations in effect from time to time ("**Applicable Laws**"). Any determination by the Corporation in this regard shall be final, binding and conclusive. The Corporation shall in no event be obligated to register any securities pursuant to the U.S. Securities Act of 1933 (as the same shall be in effect from time to time) or other applicable foreign securities laws, or to take any other affirmative action in order to cause the delivery of shares in book-entry form or otherwise therefore to comply with any Applicable Laws. For the avoidance of doubt, you understand and agree that if any payment or other obligation under or arising from these Terms and Conditions, including without limitation dividend equivalent rights, or the Plan is in conflict with or is restricted by any Applicable Laws, the Corporation may reduce, revoke, cancel, clawback or impose different terms and conditions to the extent it deems necessary or appropriate, in its sole discretion, to effect such compliance. If the Corporation determines that it is necessary or appropriate for any payments under these Terms and Conditions to be delayed in order to avoid additional tax, interest and or penalties under Section 409A of the Code, then the payments would not be made before the date which is the first day following the six (6) month anniversary of the date of your termination of employment (or upon earlier death).

5.3 Tax Withholding. Regardless of any action the Corporation or your Employer take with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your

responsibility and that the Corporation and your Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including the grant of the PSUs, the vesting of the PSUs, the subsequent sale of any shares of Common Stock acquired pursuant to the PSUs and the receipt of any dividends or dividend equivalents (including any PSUs resulting from dividend equivalents), and (b) do not commit to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate your liability for Tax-Related Items. Further, if you are or become subject to taxation in more than one country you acknowledge that the Corporation and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one country.

Prior to the delivery of shares of Common Stock upon the vesting of your PSUs, if your country of residence (and/or the country of employment, if different) requires withholding or payment of Tax-Related Items, the Corporation shall be authorized to withhold a sufficient number of whole shares of Common Stock otherwise issuable upon the vesting of the PSUs that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that withholding in shares of Common Stock is prohibited or problematic under Applicable Laws or otherwise may trigger adverse consequences to the Corporation or your Employer, your Employer is authorized to withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from your regular salary and/or wages or any other amounts payable to you. In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock by the Corporation or through your regular salary and/or wages or other amounts payable to you by your Employer, no shares of Common Stock will be issued to you (or your estate) upon vesting of the PSUs unless and until satisfactory arrangements have been made by you with respect to the payment of any Tax-Related Items that the Corporation or your Employer determines, in its sole discretion, must be withheld or collected with respect to such PSUs. By accepting this grant of PSUs, you expressly consent to the withholding of shares of Common Stock and/or withholding from your regular salary and/or wages or other amounts payable to you as provided for hereunder. All other Tax-Related Items related to the PSUs and any shares of Common Stock delivered in payment thereof are your sole responsibility. Without limiting the Corporation's or your Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth herein, by accepting this grant of PSUs, you authorize the Corporation and/or your Employer to withhold shares of Common Stock otherwise deliverable to you upon vesting of your PSUs to satisfy Tax-Related Items, regardless of whether the Corporation and/or your Employer have an obligation to withhold such Tax-Related Items.

The Corporation or your Employer may withhold or account for Tax-Related Items by considering applicable statutory or other withholding rates, including minimum or maximum rates applicable in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock). In the event of under-withholding, you may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Corporation and/or your Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, you shall be deemed to have been issued the full number of shares of Common Stock subject to the vested PSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

5.4 Forfeiture and Repayment. If, directly or indirectly:

(a) during the course of your employment with your Employer, you violate any obligations set forth in the Award Agreement (including without limitation those obligations set forth in Section 3 of

these Terms and Conditions) or engage in conduct or it is discovered that you engaged in conduct that is adverse to the interests of the Corporation or its Affiliates, including failures to comply with the Corporation's or any of its Affiliate's rules or regulations, fraud, or conduct contributing to any financial restatements or irregularities;

(b) during the course of your employment with your Employer, you engage (other than for the benefit of the Corporation or its Affiliates) in solicitation and/or diversion of customers or employees;

(c) during the course of your employment with your Employer, you engage in competition with the Corporation or its Affiliates;

(d) following termination of your employment with your Employer for any reason, with or without Cause, you violate any post-termination obligations or duties owed to the Corporation or its Affiliates under any agreement with the Corporation or its Affiliates, including without limitation, any employment, confidentiality, non-solicitation, non-competition or other agreement restricting post-employment conduct (including without limitation those obligations set forth in Section 3 of these Terms and Conditions); or

(e) any compensation that the Corporation or its Affiliates has promised or paid to you is required to be forfeited and/or repaid to the Corporation or its Affiliates pursuant to applicable regulatory requirements;

then the Corporation may cancel all or any portion of the PSUs and/or require repayment of any shares of Common Stock (or the value thereof) or other amounts which were acquired pursuant to the PSUs (including without limitation any dividends paid on the shares of Common Stock and dividend equivalents). The Corporation shall have sole discretion to determine what constitutes grounds for forfeiture and/or repayment under this Section 5.4, and, in such event, the portion of the PSUs that shall be cancelled and the sums or amounts that shall be repaid. For purposes of the foregoing, you expressly and explicitly authorize the Corporation to issue instructions, on your behalf, to any brokerage firm and/or third party administrator engaged by the Corporation to hold the shares of Common Stock and other amounts acquired pursuant to the PSUs to re-convey, transfer or otherwise return such shares and/or other amounts to the Corporation.

For the avoidance of doubt, the Corporation will also cancel all or any portion of the PSUs and/or require repayment of any shares of Common Stock (or the value thereof) and other amounts which were acquired pursuant to the PSUs (including without limitation any dividends paid on the shares of Common Stock and dividend equivalents) as required by Applicable Laws and/or the Corporation's Policy for the Recovery of Erroneously Awarded Incentive-Based Compensation (the "**Recovery Policy**"), if applicable. To the extent that you are subject to the Recovery Policy, you agree that, notwithstanding the terms of any indemnification arrangement or insurance policy, the Corporation shall not indemnify you against the loss of erroneously awarded Incentive-Based Compensation (as defined in the Recovery Policy), including any payment or reimbursement for the cost of insurance obtained by you to fund amounts recoverable under the Recovery Policy. In order to satisfy any recoupment obligation arising under any clawback or recovery policy of the Corporation or otherwise under Applicable Laws, you expressly and explicitly authorize the Corporation to issue instructions, on your behalf, to any brokerage firm or stock plan service provider engaged by the Corporation to hold any shares of Common Stock or other amounts acquired pursuant to the PSUs to re-convey, transfer or otherwise return the shares of Common Stock and/or other amounts to the Corporation upon the Corporation's enforcement of any clawback or recovery policy or Applicable Laws.

5.5 Governing Law and Choice of Forum. The Award Agreement shall be construed and enforced in accordance with the laws of the State of New York, other than any choice of law provisions calling for the application of laws of another jurisdiction. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of New York and agree that such litigation shall be conducted only in the courts of New York County, New York, or the federal courts for the United States for the Southern District of New York, and no other courts, where this grant is made and/or to be performed and agree to such other choice of forum provisions as are included in the Plan.

5.6 Nature of Plan. By participating in the Plan, you acknowledge, understand and agree that:

(a) The Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Corporation, in its sole discretion, at any time.

(b) The grant of PSUs under the Plan is a one-time benefit and does not create any contractual or other right to receive PSUs or benefits in lieu of such awards in the future. Future awards, if any, will be at the sole discretion of the Corporation, including, but not limited to, the form and timing of the award, the number of shares of Common Stock subject to the award, the vesting provisions applicable to the award and the purchase price (if any).

(c) Your participation in the Plan is voluntary, and the value of your PSUs is an extraordinary item of compensation and is outside the scope of your employment (and your employment contract, if any). As such, your PSUs are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, dismissal, termination or end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

(d) No claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs or recoupment of any shares of Common Stock acquired under the Plan resulting from (i) the termination of your employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and/or (ii) the application of any recoupment policy or any recovery or clawback policy otherwise required by law. **In consideration of the grant of the PSUs, you expressly agree not to institute any such claim against the Corporation, any of its Affiliates or your Employer.**

5.7 ***Data Privacy. By accepting the PSUs, you declare that you agree with the data processing practices described herein and consent to the collection, processing and use of your Personal Data (as defined below) by the Corporation and the transfer of your Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described herein.***

(a) Declaration of Consent. You understand that you need to review the following information about the processing of your personal data by or on behalf of the Corporation, your Employer and/or any of its Affiliates, as described herein, and any other PSU grant materials (the "Personal Data") and declare your consent. With regard to the processing of your Personal Data in connection with the Plan, you understand that the Corporation is the controller of the Personal Data.

(b) Data Processing and Legal Basis. The Corporation collects, uses and otherwise processes your Personal Data for the purposes of allocating shares and implementing, administering and managing the Plan. You understand that this Personal Data may include, without limitation, your name, home address and telephone number, email address, personal bank account details, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of Common Stock or directorships held in the Corporation or its Affiliates, details of all PSUs or any other entitlement to shares of Common Stock or equivalent benefits awarded, canceled, purchased, vested, unvested or outstanding in your favor. The Corporation's legal basis for the processing of your Personal Data is your consent.

(c) Stock Plan Administration Service Providers. You understand that the Corporation may transfer your Personal Data, or parts thereof, to Fidelity Stock Plan Services LLC and certain of its affiliated companies ("Fidelity"), an independent service provider based in the United States which assists the Corporation with the implementation, administration and management of the Plan. In the future, the Corporation may select a different service provider and share your Personal Data with such different service provider that serves the Corporation in a similar manner. You understand and acknowledge that the Corporation's service provider may open an account for you to receive and trade shares acquired under the Plan and that you will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.

(d) International Data Transfers. You understand that the Corporation and, as of the date hereof, certain third parties assisting in the implementation, administration and management of the Plan, such as the Corporation's service providers, are based in the United States. If you are located outside the United States, you understand and acknowledge that your country has enacted data privacy laws that are different from the laws of the United States. Transfers of personal data from the EU to the United States can be made on the basis of Standard Contractual Clauses approved by the European Commission or other appropriate safeguards permissible under the Applicable Laws. If you are located in the EU or EEA, the Corporation may receive, process and transfer your Personal Data onward to third-party service providers solely on the basis of appropriate data transfer agreements or other appropriate safeguards permissible under Applicable Laws. If applicable, you understand that you can ask for a copy of the appropriate data processing agreements underlying the transfer of your Personal Data by contacting your local People Team representative. The Corporation's legal basis for the transfer of your Personal Data is your consent.

(e) Data Retention. You understand that the Corporation will use your Personal Data only as long as is necessary to implement, administer and manage your participation in the Plan, or to comply with Applicable Laws, including under tax and securities laws. In the latter case, you understand and acknowledge that the Corporation's legal basis for the processing of your Personal Data would be compliance with the Applicable Laws or the pursuit by the Corporation of respective legitimate interests not outweighed by your interests, rights or freedoms. When the Corporation no longer needs your Personal Data for any of the above purposes, you understand the Corporation will remove it from its systems.

(f) Voluntariness and Consequences of Denial/Withdrawal of Consent. You understand that your participation in the Plan and your grant of consent is purely voluntary. You may deny or later withdraw your consent at any time, with future effect and for any or no reason. If you deny or later withdraw your consent, the Corporation can no longer offer you participation in the Plan or offer other awards to you or administer or maintain such awards and you would no longer be able to

participate in the Plan. You further understand that denial or withdrawal of your consent would not affect your status or salary as an employee or your career and that you would merely forfeit the opportunities associated with the Plan.

(g) Data Subject Rights. You understand that data subject rights regarding the processing of personal data vary depending on the Applicable Laws and that, depending on where you are based and subject to the conditions set out in the Applicable Laws, you may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Corporation holds about you and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about you that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of your objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Corporation to restrict the processing of your Personal Data in certain situations where you feel its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of your Personal Data that you have actively or passively provided to the Corporation (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or your employment or service contract and is carried out by automated means. In case of concerns, you understand that you may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of your rights, you should contact your local People Team representative.

5.8 Insider Trading/Market Abuse Laws. You may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions including the United States and your country or your broker's country, if different, which may affect your ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., PSUs) or rights linked to the value of shares of Common Stock under the Plan during such times as you are considered to have "inside information" regarding the Corporation (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party and (b) "tipping" third parties or causing them otherwise to buy or sell securities (third parties include fellow employees). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Corporation. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

5.9 Electronic Delivery and Acceptance. The Corporation may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or a third party designated by the Corporation.

5.10 Severability. The provisions of these Terms and Conditions are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Alternatively, the Corporation, in its

sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to render it valid and enforceable to the full extent permitted under Applicable Laws.

5.11 Construction/Blue Pencil. The headings contained in these Terms and Conditions are for convenience only and do not constitute part of and shall not be used to interpret these Terms and Conditions. The language in all parts of these Terms and Conditions shall be construed according to its fair meaning and not strictly for or against you or the Corporation because that party or that party's legal representative drafted it. Notwithstanding any provision to the contrary herein, you agree that the covenants and post-employment restrictions contained in these Terms and Conditions are reasonable under the circumstances, valid in duration and scope, and necessary to protect the Corporation's Confidential Information. It is the desire and intent of the parties, and you agree, that the covenants and post-employment restrictions contained in these Terms and Conditions shall be enforced to the fullest extent permissible under applicable laws and public policies. Accordingly, if any term or provision of the covenants or post-employment restrictions contained in these Terms and Conditions or any portion thereof is declared illegal or unenforceable by any court of competent jurisdiction, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants so as to render such provision or portion thereof enforceable, and to the extent such provision or portion thereof cannot be rendered enforceable, these Terms and Conditions shall be considered divisible as to such provision, which shall become null and void, leaving the remainder in full force and effect.

5.12 Liability for Breach. You shall indemnify the Corporation and hold it harmless from and against any and all damages or liabilities incurred by the Corporation (including liabilities for attorneys' fees and disbursements) arising out of any breach by you of these Terms and Conditions, including, without limitation, any attempted transfer of PSUs in violation of Section 1.4 of these Terms and Conditions.

5.13 Waiver. You acknowledge that a waiver by the Corporation of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any other provision of these Terms and Conditions, or of any subsequent breach of these Terms and Conditions.

5.14 Addendum. The grant of your PSUs shall be subject to any special terms and conditions set forth in any Addendum to these Terms and Conditions (the "**Addendum**") for your state of residence (and your state of employment, if different). If you relocate your residency or employment to one of the states included in the Addendum, the special terms and conditions for such state will apply to you, to the extent the Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum shall constitute part of the Award Agreement.

5.15 Additional Requirements. The Corporation reserves the right to impose other requirements on the PSUs, any payment made pursuant to the PSUs, and your participation in the Plan, to the extent the Corporation determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

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Attachment A
Performance Goals

[Complete as appropriate]

THE BANK OF NEW YORK MELLON CORPORATION

FORM OF ADDENDUM TO
TERMS AND CONDITIONS
OF PERFORMANCE SHARE UNITS

This Addendum includes additional terms and conditions that govern the PSUs granted to you if you reside in or are employed in one of the locations listed herein. These terms and conditions are in addition to, or, if so indicated, in place of, the terms and conditions set forth in the main body of the Award Agreement. All capitalized terms as contained in this Addendum shall have the same meaning as set forth in the Award Notice, the Terms and Conditions and the Plan. If you transfer your residence and/or employment to one of the locations included in this Addendum, the special terms and conditions for such location will apply to you to the extent the Corporation determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Corporation may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

CALIFORNIA

1. Non-Solicitation of Clients, Contractors and Employees; Non-Competition. The following provision shall replace Section 3.2 of the Terms and Conditions in its entirety:

3.2 Non-Solicitation of Clients, Contractors and Employees; Non-Competition.

(a) *Non-Solicitation of Clients, Contractors and Employees*. You are prohibited, without prior authorization, from using or disclosing the Corporation's or its Affiliates' trade secrets at any time, including without limitation to (i) solicit or induce or attempt to solicit or induce any current or prospective client of the Corporation or an Affiliate known to you, to initiate or continue a client relationship with you other than with the Corporation or Affiliate, or to terminate or reduce its client relationship with the Corporation or Affiliate, or (ii) solicit any employee or contractor to terminate or reduce their employment or engagement, whichever is applicable, with the Corporation or Affiliate.

(b) *Non-Competition*. Intentionally Omitted.

MASSACHUSETTS

1. Non-Competition. The following provision shall be appended to Section 3.2(b) of the Terms and Conditions:

For the sake of clarity, the foregoing non-compete restriction does not prohibit you from being employed by the government or a not-for profit organization (i.e. an organization exempt from local and national tax laws). In view of the limited scope of the non-compete obligation assumed under this Section, which does not prevent you from working in other entities that are not affected by it, you acknowledge and agree that: (i) the foregoing non-compete obligation is reasonable and necessary to protect the Corporation's legitimate business interests including its confidential information and goodwill, and (ii) the continued vesting in your PSUs, including any PSUs resulting from dividend equivalent rights, following a

Retirement-Eligible Event or termination providing transition/separation pay is fair and reasonable consideration for the foregoing non-compete obligation. During the Restricted Period, you further agree to (i) advise any person or entity that seeks to employ you of the terms of these covenants; and (ii) immediately notify People Team equity administration if you are not in compliance with your obligations above (i.e., if you begin to associate with or transact business on behalf of a Competitive Enterprise). You have seven business days from the date you electronically acknowledge and accept the terms of the Award Agreement to rescind your acceptance of the Award Agreement. You acknowledge that you have been provided at least ten business days before this Award Agreement is to be effective. You may rescind your acceptance of the Award Agreement by sending written notice to People Team equity administration at *[Insert Contact Information]*.

Exhibit 10.29

FORM OF RESTRICTED STOCK UNIT AGREEMENT

THE BANK OF NEW YORK MELLON CORPORATION
LONG-TERM INCENTIVE PLAN
FORM OF NOTICE OF AWARD - RESTRICTED STOCK UNITS – EXECUTIVE COMMITTEE US

Subject to the terms and conditions of The Bank of New York Mellon Corporation 2023 Long-Term Incentive Plan (the "**Plan**"), this Notice of Award - Restricted Stock Units – Executive Committee US (the "**Award Notice**"), and the Terms and Conditions of Restricted Stock Units – Executive Committee US (the "**Terms and Conditions**"), The Bank of New York Mellon Corporation (the "**Corporation**") grants you restricted stock units ("**RSUs**") as reflected below and on the Corporation's equity award website (the "**Equity Website**"). Each RSU represents the opportunity to receive one (1) share of the Corporation's common stock, par value $.01 ("**Common Stock**"), upon satisfaction of the terms and conditions as set forth in the Award Notice and the Terms and Conditions (collectively, the "**Award Agreement**"), subject to the terms of the Plan.

Participant	[PARTICIPANT NAME]
Grant Date	[GRANT DATE]
Number of RSUs	[NUMBER OF SHARES GRANTED]
Vesting Schedule – Please refer to Appendix. Each date upon which all or a portion of your RSU award is scheduled to vest is referred to as a "**Vesting Date**." If the Risk Adjustment Process is applicable to your award (as indicated in the box below), a Vesting Date may be delayed if and to the extent the Risk Adjustment Process set forth in Exhibit A is not completed by such date subject to Section 4.1 of the Terms and Conditions.	
Risk Adjustment Process - To the extent applicable as indicated in the box to the right, unvested RSUs are subject to forfeiture based upon the Risk Adjustment Process set forth in Exhibit A. Is the Risk Adjustment Process applicable to your award?	[Yes / No]
Specified Age & Years of Service Rule – To the extent applicable as indicated in the box to the right, your RSUs are subject to continued vesting if you cease to be continuously employed after satisfying certain age and service requirements as set forth in Section 2.2(b) of the Terms and Conditions. Is Section 2.2(b) of the Terms and Conditions applicable to your award?	[Yes/ No]

THE CORPORATION'S GRANT OF RSUs AS REFLECTED HEREIN IS CONTINGENT UPON YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE AWARD AGREEMENT AND THE PLAN ELECTRONICALLY ON THE EQUITY WEBSITE ON OR BEFORE [GRANT ACCEPT BY DATE] (THE "ACCEPTANCE DEADLINE"). IF YOU FAIL TO DO SO, THE CORPORATION'S GRANT OF RSUs AS REFLECTED HEREIN SHALL BE NULL AND VOID, AND SHALL NOT BE RE-INSTATED.

BY ELECTRONICALLY ACKNOWLEDGING AND ACCEPTING THE CORPORATION'S GRANT OF RSUS, YOU AFFIRMATIVELY AND EXPRESSLY AGREE:

(1) SUCH ACKNOWLEDGEMENT AND ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THE AWARD AGREEMENT

(2) TO BE BOUND BY THE PROVISIONS OF THE AWARD AGREEMENT AND THE PLAN INCLUDING WITHOUT LIMITATION ANY LOCATION SPECIFIC SPECIAL TERMS AND

CONDITIONS SET FORTH IN THE ADDENDUM, AS DEFINED IN THE TERMS AND CONDITIONS

(3) YOU (A) HAVE REVIEWED THE AWARD AGREEMENT AND THE PLAN IN THEIR ENTIRETIES; (B) WERE GIVEN A REASONABLE TIME TO COMPLETE SUCH REVIEW; (C) HAVE BEEN ADVISED BY THE CORPORATION TO CONSULT WITH YOUR OWN ATTORNEY BEFORE ENTERING INTO THE AWARD AGREEMENT; (D) HAVE HAD AN OPPORTUNITY TO OBTAIN PROFESSIONAL LEGAL/TAX/INVESTMENT ADVICE PRIOR TO ACCEPTING THE RSUs; AND (E) FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE AWARD AGREEMENT AND THE PLAN

(4) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE PLAN AND THE U.S. PROSPECTUS FOR THE PLAN

(5) TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE CORPORATION UPON ANY QUESTIONS ARISING UNDER THE AWARD AGREEMENT AND THE PLAN

PARTICIPANT ACCEPTANCE DATE: [ACCEPTANCE DATE]

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FORM OF EXHIBIT A
Risk Adjustment/Forfeiture Decision Process

For any performance year in which you remain a covered employee (including as an MRT), your risk performance will be assessed via a Risk Culture Summary Scorecard ("**RCSS**"). If, in any year, you receive an RCSS rating of "Partially Met Expectations" or "Did Not Meet Expectations," your unvested RSUs (including any accrued dividend equivalents) will be subject to review by the Incentive Compensation Review Committee ("**ICRC**") or the Human Resources and Compensation Committee of the Corporation's Board of Directors (the "**HRCC**") for consideration of forfeiture, as applicable. If you are no longer a covered employee (including as an MRT) or have left the Corporation, any unvested portion of the RSUs (including any accrued dividend equivalents) granted while you were a covered employee (including as an MRT) will also be subject to a risk review by the ICRC/HRCC.

In that event, as part of its review, the ICRC/HRCC will ask –

- Did your rating reflect poor risk behavior by you in a prior year?
- Did you receive an award in that year?

If the answer to both questions is yes, the ICRC/HRCC asks the following questions with respect to each of the designated prior years:

- Financial Impact: How much did/will the issue cost the Company?
- Reputational Impact: How much of a regulatory impact did/will it have on the Company?

The ICRC/HRCC selects the impact answer that falls into the highest category below to determine the impact forfeiture percentage.

Criteria	Metric	None	Low	Medium	High
Financial Impact					
Reputational Impact					

As used in this Exhibit A, the term "**Company**" shall mean the Corporation and its Affiliates.

Then the ICRC/HRCC asks how much, if any, control/responsibility you had regarding the situation. The answer to the last question determines the modifier to be applied to the impact forfeiture percentage.

Criteria	None	Indirect	Direct
Your role & responsibility			

Example *[Insert Example]*

The ICRC/HRCC reserves the right to adjust the impact forfeiture percentage from the guidance above at its discretion.

THE BANK OF NEW YORK MELLON CORPORATION

FORM OF TERMS AND CONDITIONS
OF RESTRICTED STOCK UNITS – EXECUTIVE COMMITTEE US

The Restricted Stock Units ("**RSUs**") with respect to Common Stock of The Bank of New York Mellon Corporation (the "**Corporation**") granted to you on the Grant Date are subject to the Notice of Award - Restricted Stock Units – Executive Committee US (the "**Award Notice**"), these Terms and Conditions of Restricted Stock Units – Executive Committee US (the "**Terms and Conditions**") and all of the terms and conditions of The Bank of New York Mellon Corporation 2023 Long-Term Incentive Plan (the "**Plan**"), which is incorporated herein by reference. In the case of a conflict between the Award Notice, these Terms and Conditions and the terms of the Plan, the provisions of the Plan shall govern. A copy of the Plan can be found on the Corporation's equity award website (the "**Award Website**"), NetBenefits.com, under "Quick Links." Capitalized terms used but not defined herein shall have the same meaning as provided or reflected in the Award Notice or the Plan, as applicable. For purposes of these Terms and Conditions, "**Employer**" means the Corporation or any Affiliate that employs or employed you on the applicable date.

SECTION 1: Restricted Stock Unit Award

1.1 Grant of Award. Subject to these Terms and Conditions and the terms of the Plan, the Corporation grants you the number of RSUs as reflected in the Award Notice. The RSUs shall vest in accordance with the Vesting Schedule and shall be subject to the Risk Adjustment Process (if any) as reflected in the Award Notice.

1.2 Dividend Equivalents. Upon the payment of any dividend on the Common Stock occurring during the period preceding the settlement of your RSUs pursuant to these Terms and Conditions, your Employer will accrue an amount in cash equal to the value of the dividends you otherwise would have received had you actually been the shareholder of record of the number of shares of Common Stock underlying your RSUs, which dividend equivalents will also be subject to the Risk Adjustment Process if applicable to your award (as indicated in the Award Notice). Your Employer will pay you such dividend equivalents in cash without interest pursuant to Section 4 of these Terms and Conditions if and to the extent that the underlying RSUs become vested as provided in the Award Agreement.

1.3 No Voting Rights. Prior to the settlement of your RSUs pursuant to these Terms and Conditions, you shall not be entitled to vote the shares of Common Stock underlying the RSUs.

1.4 Nontransferable. The RSUs shall be transferable only by will or the laws of descent and distribution. Any other attempt to transfer the RSUs shall be null and void.

SECTION 2: Vesting, Forfeiture, Termination of Employment and Disability

2.1 Vesting and Forfeiture.

(a) *Vesting*. Subject to Sections 3 and 5.4 of these Terms and Conditions, if you remain continuously employed with your Employer through the close of business on the applicable Vesting Date reflected in the Award Notice, the number of RSUs corresponding to such Vesting Date will vest and the Corporation will issue you the underlying shares of Common Stock in accordance with Section 4 of these

Terms and Conditions. Notwithstanding anything to the contrary contained in the Award Agreement and in accordance with Section 4.1, a vesting may be delayed if, on the Vesting Date, you are the subject of ongoing disciplinary or performance management investigations or proceedings concerning circumstances under which forfeiture or clawback of this award could apply or such other actual or potential compensation recovery processes are ongoing under which forfeiture or clawback of this award could apply. In such cases, the applicable portion of the award, if any, will vest following the completion of such investigations, proceedings and/or processes to the extent the Corporation determines that forfeiture and/or clawback does not apply.

(b) *Forfeiture upon Termination of Employment.* Subject to Sections 2.2 and 2.3 of these Terms and Conditions, if you cease to be continuously employed with your Employer prior to the date that your RSUs become fully vested, you shall cease vesting in your RSUs as of your Termination Date and any unvested RSUs, including any dividend equivalent rights, immediately shall terminate and be forfeited; provided, however, if the Risk Adjustment Process applies to your award (as indicated in the Award Notice), in situations where vesting would have otherwise occurred but for the fact that a determination has not yet been made as to whether a risk adjustment pursuant to Exhibit A is required, vesting shall occur in accordance with the terms of the Award Agreement provided that the Committee determines the effect, if any of a risk adjustment. As used herein, "**Termination Date**" shall mean the last day on which you are an employee of your Employer.

(c) *Forfeiture upon Termination of Employment for Cause*. Notwithstanding anything to the contrary contained in these Terms and Conditions, if your Employer terminates your employment for Cause, your RSUs, whether vested (but unsettled) or unvested, and including any dividend equivalent rights, immediately shall terminate and be forfeited. For purposes of these Terms and Conditions, "**Cause**" shall mean:

(i) you have been convicted of, or have entered into a pretrial diversion or entered a plea of guilty or nolo contendere (plea of no contest) to a crime or offense constituting a felony (or its equivalent under applicable laws outside of the United States), or to any other crime or offense involving moral turpitude, dishonesty, fraud, breach of trust, money laundering, or any other offense that may preclude you from being employed with a financial institution;

(ii) you are grossly negligent in the performance of your duties or have failed to perform the duties of your employment, including, without limitation, failure to comply with any lawful directive from your Employer or the Corporation, other than by reason of incapacity due to disability or from any permitted leave of absence required by law;

(iii) you have violated the Corporation's Code of Conduct or any of the policies of the Corporation or your Employer governing the conduct of business or your employment, including without limitation, those relating to discrimination and retaliation;

(iv) you have engaged in any misconduct which has the effect or potential of being injurious to the Corporation, any Affiliate or your Employer, including, but not limited to, its reputation;

(v) you have engaged in an act of fraud or dishonesty, including, but not limited to, taking or failing to take actions intending to result in personal gain; or

(vi) if you are employed outside the United States, any other circumstances (beyond those listed above) that permit the immediate termination of your employment without notice or payment in accordance with the terms of your employment agreement or Applicable Laws (as defined in Section 5.2).

The determination of whether your actions will be considered Cause for purposes of these Terms and Conditions will be determined by the Corporation or any of its Affiliates, at its or their sole discretion, as applicable. Any determinations of Cause will be considered conclusive and binding on you.

2.2 Specified Terminations of Employment.

(a) *Death*. If you cease to be continuously employed with your Employer by reason of your death prior to the date that your RSUs become fully vested (or if your death occurs following termination of employment during a period in which you have outstanding RSUs), your unvested RSUs including any dividend equivalent rights, will become fully vested as of your date of death (such date then being the final Vesting Date) and the Corporation will issue your legal representative or your estate the underlying shares of Common Stock in accordance with Section 4.

[(b) *Specified Age & Years of Service Rule.* If you cease to be continuously employed with your Employer (i) on or after your attainment of age 60 and (ii) the combination of your age and years of credited employment with your Employer (in both instances, full and partial years) on your Termination Date equals or exceeds 65 (satisfaction of (i) and (ii) being a "**Retirement-Eligible Event**"), you will continue to vest in your RSUs, including any dividend equivalent rights, in accordance with the Vesting Schedule set forth in the Award Notice so long as you fully comply with the applicable covenants provided in Section 3 hereof and provided that, if requested by your Employer (to the extent not prohibited by Applicable Laws), you execute and do not revoke a Transition/Separation Agreement and Release acceptable to your Employer. As a condition for continued vesting of your RSUs, including any dividend equivalent rights, following a Retirement-Eligible Event, your Employer may require you to periodically certify your compliance with the covenants set forth in Section 3 of these Terms and Conditions as more fully described in such Section. For purposes of the foregoing, partial years shall be determined based upon the number of days since your prior birthday or the number of days of credited employment since your prior employment anniversary, as the case may be. Notwithstanding the foregoing, (x) this subsection (b) will not apply to your award if the Award Notice provides that Section 2.2(b) is not applicable; and (y) in the case of continued vesting following a Retirement-Eligible Event, if you commence employment with a new employer that grants you a new award that replaces all or any portion of this award, any portion of this award that has been replaced by your new employer will be forfeited and will no longer vest and, where relevant, will be promptly repaid by you if the award or any portion of this award has already vested.*]*

(c) *Termination Providing Transition/Separation Pay.* Provided that you execute and do not revoke a Transition/Separation Agreement and Release acceptable to your Employer, if you cease to be continuously employed with your Employer by reason of a termination by your Employer and in connection with such termination you receive transition/separation pay from the Corporation or your Employer, you will continue to vest in your RSUs, including any dividend equivalent rights, in accordance with the Vesting Schedule set forth in the Award Notice so long as you fully comply with the applicable covenants provided in Section 3 hereof. For purposes of the foregoing, "**transition/separation pay**" means any severance, redundancy or ex-gratia compensation payment to you from the Corporation or your Employer in connection with your termination of employment that is in excess of the amount

payable to you on account of any notice period to which you are entitled pursuant to the terms of your contract of employment or otherwise (or payment in lieu of such notice).

(d) *Sale of Business*. If you cease to be continuously employed with your Employer due to a sale of a business unit or your Employer and you are not otherwise entitled to transition/separation pay, you will continue to vest in your RSUs, including any dividend equivalent rights, in accordance with the Vesting Schedule set forth in the Award Notice so long as you fully comply with the applicable covenants provided in Section 3 hereof.

(e) *Change in Control*. If your employment is terminated by your Employer without Cause within two (2) years after a Change in Control occurring after the Grant Date, and your RSU award is assumed, substituted or replaced in connection with such Change in Control, you will continue to vest in your RSUs, including any dividend equivalent rights, in accordance with the Vesting Schedule set forth in the Award Notice so long as you fully comply with the applicable covenants provided in Section 3 hereof. In the event that your RSU award is not assumed, substituted or replaced in connection with a Change in Control occurring after the Grant Date including if such a Change in Control occurs following termination of employment, any of your unvested RSUs, including any dividend equivalent rights, will become fully vested as of the date of the Change in Control (such date then being the final Vesting Date) and will be settled in cash, shares or a combination thereof, as determined by the Committee (except to the extent that settlement of your RSUs must remain payable on the Vesting Date(s) as reflected in the Award Notice in order to comply with Section 409A or other Applicable Laws).

(f) *Termination of Employment Prior to the Grant Date*. If your Termination Date (as defined in Section 2.1(b) above) occurred prior to the Grant Date for this award, you agree that any references to you as an "employee" and "employment" in the Award Agreement means the period of time during which you were still an employee of the Corporation or any of its Affiliates.

[Additional Vesting Provisions, if any.]

2.3 Disability. If you receive current benefits under a long-term disability plan maintained by the Corporation or your Employer while any portion of your RSUs remains unvested, you will continue to vest in your RSUs during the period you are eligible to receive such benefits, including any dividend equivalent rights, in accordance with the Vesting Schedule set forth in the Award Notice so long as you fully comply with the applicable covenants provided in Section 3 hereof.

SECTION 3: Notice of Resignation, Non-Solicitation, Non-Competition, Confidential Information, Non-Disparagement and Cooperation

3.1 Notice of Resignation. As consideration for this award, you will provide your Employer with 180 days' advance written notice of any voluntary termination of your employment with your Employer or such longer period as may be set forth in any other agreement that you may have with the Corporation or your Employer or any policy of the Corporation or of your Employer.

3.2 Non-Solicitation of Clients, Contractors and Employees; Non-Competition.

To protect the Corporation's and its Affiliates' legitimate business interests, including its confidential information and goodwill, and for the good and valuable consideration offered pursuant to the Award Agreement, which is in excess of any consideration you are otherwise entitled to receive, and to the maximum extent permitted by Applicable Laws, you agree as follows:

(a) *Non-Solicitation of Clients, Contractors and Employees*. Your RSUs, whether vested (but unsettled) or unvested, and including any dividend equivalent rights, shall be immediately forfeited if, prior to one (1) year from the Termination Date or, if later, the final Vesting Date set forth in the Award Notice (the "**Restricted Period**"), you directly or indirectly: (i) solicit, divert or appropriate, or attempt to solicit, divert or appropriate for the benefit of any Competitive Enterprise any client or prospective client of the Corporation or an Affiliate with whom you had contact, or with respect to whom you obtained or had access to Confidential Information, or whose identity you learned, during your employment with your Employer; (ii) interfere with, disrupt or attempt to disrupt any relationship, contractual or otherwise, between the Corporation or an Affiliate and any of its respective clients or prospective clients with whom you had contact, or with respect to whom you obtained or had access to Confidential Information, or whose identity you learned, during your employment with your Employer, or otherwise cause, induce or encourage any such client to diminish or terminate its relationship with the Corporation or an Affiliate; or (iii) hire or employ any employee or contractor of the Corporation or an Affiliate, or influence, solicit or induce such an individual or entity to terminate or diminish their employment or engagement, whichever is applicable, with the Corporation or an Affiliate. For purposes of the Award Agreement, "**prospective clients**" means any person or entity with whom the Corporation or an Affiliate is or was engaged for the purposes of entering into a client or business relationship within the twelve (12) months preceding your Termination Date. During the Restricted Period, you agree to (i) advise any person or entity that seeks to employ you of the terms of these covenants; and (ii) immediately notify People Team equity administration if you are not in compliance with your obligations above.

(b) *Non-Competition*. Your RSUs, whether vested (but unsettled) or unvested, and including any dividend equivalent rights, shall be immediately forfeited if, after your separation from employment with the Corporation or its Affiliates by reason of your (i) Retirement-Eligible Event or (ii) termination providing transition/separation pay as specified in Sections 2.2(b) and 2.2(c) respectively, and before the end of the Restricted Period, you, directly or indirectly (without the prior written consent of the Corporation), (i) associate (including as a director, officer, employee, partner, consultant, investor, agent or advisor) with a Competitive Enterprise, or (ii) transact business on behalf of a Competitive Enterprise. For purposes of the Award Agreement, "**Competitive Enterprise**" means any business enterprise, person or entity: (i) that is a member of any of the Corporation's competitive peer groups as disclosed in the Corporation's proxy statement that was most recently filed with the Securities and Exchange Commission preceding the Termination Date; or (ii) that is otherwise engaged in or is undertaking efforts to engage in any actual or planned or substantially similar service offering of the Corporation or the Affiliate, product line of the Corporation or the Affiliate, or any other business of the Corporation or an Affiliate within the two (2) years preceding your Termination Date; or (iii) for whom you would otherwise be performing services through which you would disclose or inevitably disclose Confidential Information. However, nothing in the Award Agreement shall preclude you from investing your personal assets in the securities of any Competitive Enterprise if such securities are (i) traded on a national stock exchange or in the over-the-counter market and if such investment is as a passive investor and if such investment does not result in you beneficially owning, at any time, more than five (5%) of the publicly-traded equity securities of such competitor; or (ii) not traded on a national stock exchange or in the over-the-counter market and if such investment is as a passive investor and such investment does not result in you beneficially owning, at any time, more than five (5%) of any class of equity securities of such competitor. You acknowledge and agree that the Corporation's and its Affiliates' business is global in nature, and in light of your executive level role and responsibilities and your access to Confidential Information concerning the Corporation's and its Affiliates' global operations, in providing your services to your Employer you will have a material presence or influence on behalf of your Employer throughout the world. You further acknowledge and agree that, in light of current technology, your services and the business of any Competitive Enterprise can be conducted anywhere in the world.

For the sake of clarity, the foregoing non-compete restriction does not prohibit you from being employed by the government or a not-for profit organization (i.e., an organization exempt from local and national tax laws). In view of the limited scope of the non-compete obligation assumed under this Section, which does not prevent you from working in other entities that are not affected by it, you acknowledge and agree that: (i) the foregoing non-compete obligation is reasonable and necessary to protect the Corporation's and its Affiliates' legitimate business interests including its confidential information and goodwill, and (ii) the continued vesting in your RSUs, including any dividend equivalent rights, following a Retirement-Eligible Event or termination providing transition/separation pay is fair and reasonable consideration for the foregoing non-compete obligation. During the Restricted Period, you further agree to (i) advise any person or entity that seeks to employ you of the terms of these covenants; and (ii) immediately notify People Team equity administration if you are not in compliance with your obligations above (i.e., if you begin to associate with or transact business on behalf of a Competitive Enterprise).

3.3 Confidential Information.

(a) Except as may be permitted in accordance with Section 3.6 below, during the course of your employment with the Corporation or any Affiliate and continuing thereafter, you will maintain in secrecy all Confidential Information of the Corporation and its Affiliates and will not, either directly or indirectly, at any time, while an employee of the Corporation or any Affiliate or thereafter, make known, divulge, reveal, furnish, make available, disclose, appropriate or use (except for use in the regular course of your duties for the Corporation or its Affiliates) any Confidential Information (as defined below) without the written consent of the Corporation. Upon the Termination Date, or any time the Corporation makes a request, you will deliver promptly to the Corporation all Confidential Information and all copies of Confidential Information, or any analyses, compilations, summaries, studies, or other documents based, in whole or in part, upon the Confidential Information and, to the extent any Confidential Information is stored on any PDA or personal computer, cloud, email account or other storage device, you will fully cooperate with the Corporation or its Affiliates to return and permanently delete all such Confidential Information from such devices. Upon the Corporation's request, you agree to provide access to any such device(s) to the Corporation or a third-party vendor selected by the Corporation to assist with such identification and removal of Confidential Information and Corporation material in a manner that includes steps to protect your personal information. Upon the Corporation's request at any time, you will certify in writing to the Corporation that no Confidential Information or any analyses, compilations, summaries, studies, or other documents based, in whole or in part, upon the Confidential Information, remains in your possession or control. You also agree that this obligation is in addition to, and not in limitation or preemption of, all other obligations of confidentiality that you may have to the Corporation or its Affiliates under the Code of Conduct, Securities Trading Policy or other rules or policies governing the conduct of their respective businesses, or general or specific legal or equitable principles.

(b) As used herein, "**Confidential Information**" means the information you have been given or to which you have access or become informed of, directly or indirectly, which the Corporation or its Affiliates possess or have access and which relates to the Corporation or its Affiliates, is not generally known to the public or in the trade or is a competitive asset and/or otherwise constitutes a "trade secret," as that term is defined by Applicable Laws, of the Corporation or its Affiliates, including without limitation, non- public: (i) planning data and marketing strategies, including marketing ideas, mailing lists, and sales and marketing plans; (ii) terms of any new products and investment strategies; (iii) information relating to other officers and employees of the Corporation or its Affiliates, including personal information, social security numbers, medical information, addresses, and telephone numbers; (iv) financial results and information about the business condition of the Corporation or its Affiliates,

including results and data about Corporation conditions, operations, strategies and plans, pending projects and proposals, and potential acquisitions or divestitures; (v) terms of any investment, management or advisory agreement or other material contract; (vi) proprietary software and other product or technical information, including product formulations, new product ideas, new business developments, plans, designs, compilations, methods, processes, procedures, program devices, data or market information processing programs, hardware firmware, research and development products, and related documents and information; (vii) customer and potential customer information, including client lists, prospecting lists, information about client accounts, pricing strategies, and current or proposed transactions and contact persons at such customers and customer prospects); and (viii) material information or internal analyses concerning customers or customer prospects of the Corporation or its Affiliates or their respective operations, condition (financial or otherwise) or plans. Confidential Information does not include information which: (i) was or becomes generally available to the public other than as a result of disclosure by you or any of your agents, advisors or representatives or the wrongdoing of a third party; (ii) was within your possession prior to its being furnished to you by or on behalf of the Corporation or its Affiliates, provided that the source of the information was not bound by a confidentiality agreement with the Corporation or otherwise prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation or otherwise wrongfully came into possession of such information; or (iii) was or becomes available to you on a non-confidential basis from a source other than the Corporation or its Affiliates, provided that such source is not bound by a confidentiality agreement with the Corporation or otherwise prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation or otherwise wrongfully came into possession of such information.

(c) You acknowledge and agree that the Confidential Information is not generally known or available to the general public; has been developed, compiled, and/or acquired by the Corporation or its Affiliates at their great effort and expense; and includes such information as it exists in any form, including written, oral, electronic, digital or other form. You further acknowledge that disclosing, divulging, revealing or using any Confidential Information, other than on behalf of the Corporation and its Affiliates, would be highly detrimental to the Corporation and its Affiliates, and that immediate and irreparable harm to the Corporation and its Affiliates, including loss of business and financial damage, would result therefrom.

3.4 Non-Disparagement. Subject to Section 3.6 below, during the course of your employment with the Corporation or any Affiliate and continuing thereafter, you will not, directly or indirectly make, issue, authorize or publish any comments or statements (orally or in writing) to the media, including without limitation traditional vehicles and social media, to any individual or entity with whom or which the Corporation, or any of its Affiliates, has a business relationship, or to any other individual or entity, which disparages, criticizes or otherwise reflects adversely upon the Corporation, any of its Affiliates or any of their respective employees, officers or directors.

3.5 Cooperation. Upon the termination of your employment for any reason or no reason, including but not limited to resignation of employment, you will fully cooperate with the Corporation and its Affiliates upon reasonable notice and at reasonable times, in the prosecution and defense of complaints, investigations, litigation, arbitration and mediation of any complaints, claims or actions now in existence or that may be threatened or brought in the future relating to events or occurrences that transpired while employed by the Corporation or any Affiliate.

3.6 Governmental Authorities. Nothing in the Award Agreement prohibits or interferes with your right to disclose any relevant and necessary information in any action or proceeding relating to the

Award Agreement or as otherwise required by law or legal process. In addition, nothing in the Award Agreement prohibits or interferes with your or your attorney's right: (a) to initiate communications directly with or report or disclose possible violations of law or regulation to, any governmental agency or entity, legislative body, or any self-regulatory organization, including but not limited to the U.S. Department of Justice ("**DOJ**"), the U.S. Securities and Exchange Commission ("**SEC**"), the U.S. Financial Industry Regulatory Authority ("**FINRA**"), the U.S. Equal Employment Opportunity Commission ("**EEOC**"), or U.S. Congress, and such reports or disclosures do not require prior notice to, or authorization from, the Corporation; (b) to participate, cooperate, or testify in any action, investigation or proceeding with, provide information to, or respond to any inquiry from any governmental agency or legislative body, any self-regulatory organization, including but not limited to the IRS, SEC, FINRA, the EEOC, DOJ, U.S. Congress ("**Governmental Authorities**"), or the Corporation's Legal or Compliance Departments and such communications do not require prior notice to, or authorization from the Corporation. However, with respect to such communications, reports, participation, cooperation or testimony to the Governmental Authorities, as set forth above in clauses (a) and (b) of this Section, you may not disclose privileged communications with the Corporation's counsel. To the extent permitted by law, upon receipt of a subpoena, court order or other legal process compelling the disclosure of any information, you will give prompt written notice to the Corporation so as to provide the Corporation ample opportunity to protect its interests in confidentiality to the fullest extent possible unless the subpoena, court order or other legal process pertains to an action described above in clauses (a) or (b) of this Section, in which event no such notice is required. Notwithstanding any confidentiality and non-disclosure obligations you may have, you are hereby advised as follows pursuant to the U.S. Federal Defend Trade Secrets Act of 2016: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

3.7 Periodic Certification of Compliance. In connection with your separation from employment with the Corporation or its Affiliates by reason of your Retirement-Eligible Event, upon request by your Employer, you agree to periodically certify your compliance with the covenants set forth in this Section 3 through the end of the Restricted Period. If you fail to provide any such certification(s) as requested by your Employer, the RSUs whether vested (but unsettled) or unvested, and including any dividend equivalent rights, shall be immediately forfeited.

3.8 Existing Obligations. The terms of the Award Agreement shall not in any way (a) limit your obligations pursuant to any other agreements with the Corporation or any of its Affiliates or other corporate plans or policies applicable to you; or (b) limit the Corporation's or your Employer's rights to exercise any remedies it may have under Applicable Laws or under the terms of such other agreements, plans or policies.

3.9 Failure to Comply with Covenants. If you fail to comply with any of the foregoing applicable covenants, the RSUs, whether vested (but unsettled) or unvested, and including any dividend equivalent rights, shall be immediately forfeited and may be subject to repayment as provided in Section 5.4 of these Terms and Conditions.

SECTION 4: Settlement

4.1 Time of Settlement.

(a) *Time of Settlement*. Vested RSUs shall be settled as soon as administratively practicable following the applicable Vesting Date as reflected in the Award Notice or Section 2.2(a); *provided,* if you are a "specified employee" under Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), upon separation from service and if such settlement is deferred compensation conditioned upon a separation from service and not compensation you could receive without separating from service, then settlement shall not be made until the first day following the six (6) month anniversary of your separation from service (or upon your death, if earlier).

(b) *Acceleration Due to Conflicts of Interest or Ethics Laws (Governmental Service).* Notwithstanding Section 4.1(a), the Corporation may accelerate the vesting and settlement of all or part of your outstanding RSUs if each of the following conditions are satisfied: (i) you cease to be continuously employed with your Employer by reason of an event described in Section 2.2(b), (c), (d), or (e); (ii) pursuant to such section, you continue to vest in your RSUs following your Termination Date; (iii) following your Termination Date, you become employed by a Governmental Employer; and (iv) you present the Corporation with satisfactory evidence demonstrating that as a result of such employment with a Governmental Employer, the divestiture of your RSUs is reasonably necessary to avoid the violation of United States federal, state or local conflicts of interest or ethics law applicable to you; provided that, no accelerated distribution shall occur pursuant to this Section 4.1(b) unless the Corporation determines that such acceleration is consistent with Treasury Regulation Section 1.409A-3(j)(4)(iii)(B). In the event that vesting and settlement of the RSUs are accelerated pursuant to this Section 4.1(b), you shall remain subject to these Terms and Conditions as if the RSUs had remained outstanding through the original Vesting Dates and had been settled in accordance with Section 4.1(a), including, but not limited to, for purposes of (A) determining the duration of the Restricted Period set forth in Section 3.2 (so that the Restricted Period shall be determined based on the originally scheduled Vesting Dates without regard to any acceleration) and (B) determining whether the RSUs have been settled for purposes of Section 3.9 (so that the RSUs shall not be deemed to have been vested or settled until the date on which they would have been vested or settled (as applicable) without regard to acceleration under this Section 4.1(b)). In the event that the settlement of the RSUs is accelerated in accordance with this Section 4.1(b), upon such settlement, you shall cease to have any further rights with respect to your RSUs, and for the avoidance of doubt, any RSUs which are not settled shall be deemed immediately forfeited. As a condition for acceleration pursuant to this Section 4.1(b), the Corporation may require that you sign an agreement satisfactory to the Corporation addressing the circumstances of such acceleration and acknowledging these Terms and Conditions. For purposes of this Section 4.1(b), "**Governmental Employer"** means a United States federal, state or local governmental agency, branch, department, or entity and any court or other tribunal.

4.2 Form of Settlement. Vested RSUs shall be settled in the form of Common Stock delivered in book-entry form, except as determined by the Committee as provided in Section 2.2(e). Notwithstanding the foregoing, and except as determined by the Committee as provided in Section 2.2(e), the Corporation may, in its sole discretion, (a) settle any vested RSUs in the form of a cash payment, or (b) settle any vested RSUs in the form of Common Stock but require an immediate sale of such shares of Common Stock (in which case, these Terms and Conditions shall give the Corporation the authority to issue sales instructions on your behalf). Accrued dividend equivalents corresponding to vested RSUs, if any, shall be settled in the form of cash, payable without interest, on the next administratively practicable pay date following the vesting of such RSUs.

SECTION 5: Other Terms and Conditions

5.1 No Right to Employment. Neither the award of RSUs nor anything else contained in these Terms and Conditions nor the Plan shall be deemed to limit or restrict the right of your Employer to terminate your employment at any time, for any reason, with or without Cause.

5.2 Compliance with Laws. Notwithstanding any other provision of these Terms and Conditions, you agree to take any action, and consent to the taking of any action by the Corporation and your Employer with respect to the RSUs awarded hereunder necessary to achieve compliance with applicable laws, regulations or relevant regulatory requirements or interpretations in effect from time to time ("**Applicable Laws**"). Any determination by the Corporation in this regard shall be final, binding and conclusive. The Corporation shall in no event be obligated to register any securities pursuant to the U.S. Securities Act of 1933 (as the same shall be in effect from time to time) or other applicable foreign securities laws, or to take any other affirmative action in order to cause the delivery of shares in book-entry form or otherwise therefore to comply with any Applicable Laws. For the avoidance of doubt, you understand and agree that if any payment or other obligation under or arising from these Terms and Conditions, including without limitation dividend equivalent rights, or the Plan is in conflict with or is restricted by any Applicable Laws, the Corporation may reduce, revoke, cancel, clawback or impose different terms and conditions to the extent it deems necessary or appropriate, in its sole discretion, to effect such compliance. If the Corporation determines that it is necessary or appropriate for any payments under these Terms and Conditions to be delayed in order to avoid additional tax, interest and or penalties under Section 409A of the Code, then the payments would not be made before the date which is the first day following the six (6) month anniversary of the date of your termination of employment (or upon earlier death).

5.3 Tax Withholding. Regardless of any action the Corporation or your Employer take with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Corporation and your Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the RSUs, the vesting of the RSUs, the subsequent sale of any shares of Common Stock acquired pursuant to the RSUs and the receipt of any dividends or dividend equivalents, and (b) do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items. Further, if you are or become subject to taxation in more than one country, you acknowledge that the Corporation and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one country.

Prior to the delivery of shares of Common Stock upon the vesting of your RSUs, if your country of residence (and/or the country of employment, if different) requires withholding or payment of Tax-Related Items, the Corporation shall be authorized to withhold a sufficient number of whole shares of Common Stock otherwise issuable upon the vesting of the RSUs that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that withholding in shares of Common Stock is prohibited or problematic under Applicable Laws or otherwise may trigger adverse consequences to the Corporation or your Employer, your Employer is authorized to withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from your regular salary and/or wages or any other amounts payable to you. In the event the withholding requirements are not satisfied through

the withholding of shares of Common Stock by the Corporation or through your regular salary and/or wages or other amounts payable to you by your Employer, no shares of Common Stock will be issued to you (or your estate) upon vesting of the RSUs unless and until satisfactory arrangements have been made by you with respect to the payment of any Tax-Related Items that the Corporation or your Employer determines, in its sole discretion, must be withheld or collected with respect to such RSUs. By accepting this grant of RSUs, you expressly consent to the withholding of shares of Common Stock and/or withholding from your regular salary and/or wages or other amounts payable to you as provided for hereunder. All other Tax-Related Items related to the RSUs and any shares of Common Stock delivered in payment thereof are your sole responsibility. Without limiting the Corporation's or your Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth herein, by accepting this grant of RSUs, you authorize the Corporation and/or your Employer to withhold shares of Common Stock otherwise deliverable to you upon vesting of your RSUs to satisfy Tax-Related Items, regardless of whether the Corporation and/or your Employer have an obligation to withhold such Tax-Related Items.

The Corporation or your Employer may withhold or account for Tax-Related Items by considering applicable statutory or other withholding rates, including minimum or maximum rates applicable in your jurisdiction(s). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock). In the event of under-withholding, you may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Corporation and/or your Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, you shall be deemed to have been issued the full number of shares of Common Stock subject to the vested RSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

/5.4 Forfeiture and Repayment. If, directly or indirectly:

(a) during the course of your employment with your Employer, you violate any obligations set forth in the Award Agreement (including without limitation those obligations set forth in Section 3 of these Terms and Conditions) or engage in conduct or it is discovered that you engaged in conduct that is adverse to the interests of the Corporation or its Affiliates, including failures to comply with the Corporation's or any of its Affiliate's rules or regulations, fraud, or conduct contributing to any financial restatements or irregularities;

(b) during the course of your employment with your Employer, you engage (other than for the benefit of the Corporation or its Affiliates) in solicitation and/or diversion of customers or employees;

(c) during the course of your employment with your Employer, you engage in competition with the Corporation or its Affiliates;

(d) following termination of your employment with your Employer for any reason, with or without Cause, you violate any post-termination obligations or duties owed to the Corporation or its Affiliates under any agreement with the Corporation or its Affiliates, including without limitation, any employment, confidentiality, non-solicitation, non-competition or other agreement restricting post-employment conduct (including without limitation those obligations set forth in Section 3 of these Terms and Conditions); or

(e) any compensation that the Corporation or its Affiliates has promised or paid to you is required to be forfeited and/or repaid to the Corporation or its Affiliates pursuant to applicable regulatory requirements;

then the Corporation may cancel all or any portion of the RSUs and/or require repayment of any shares of Common Stock (or the value thereof) or other amounts which were acquired pursuant to the RSUs (including without limitation any dividends paid on the shares of Common Stock and dividend equivalents). The Corporation shall have sole discretion to determine what constitutes grounds for forfeiture and/or repayment under this Section 5.4, and, in such event, the portion of the RSUs that shall be cancelled and the sums or amounts that shall be repaid. For purposes of the foregoing, you expressly and explicitly authorize the Corporation to issue instructions, on your behalf, to any brokerage firm and/or third party administrator engaged by the Corporation to hold the shares of Common Stock and other amounts acquired pursuant to the RSUs to re-convey, transfer or otherwise return such shares and/or other amounts to the Corporation.

For the avoidance of doubt, the Corporation will also cancel all or any portion of the RSUs and/or require repayment of any shares of Common Stock (or the value thereof) and other amounts which were acquired pursuant to the RSUs (including without limitation any dividends paid on the shares of Common Stock and dividend equivalents) as required by Applicable Laws and/or the Corporation's Policy for the Recovery of Erroneously Awarded Incentive-Based Compensation (the "**Recovery Policy**"), if applicable. To the extent that you are subject to the Recovery Policy, you agree that, notwithstanding the terms of any indemnification arrangement or insurance policy, the Corporation shall not indemnify you against the loss of erroneously awarded Incentive-Based Compensation (as defined in the Recovery Policy), including any payment or reimbursement for the cost of insurance obtained by you to fund amounts recoverable under the Recovery Policy. In order to satisfy any recoupment obligation arising under any clawback or recovery policy of the Corporation or otherwise under Applicable Laws, you expressly and explicitly authorize the Corporation to issue instructions, on your behalf, to any brokerage firm or stock plan service provider engaged by the Corporation to hold any shares of Common Stock or other amounts acquired pursuant to the RSUs to re-convey, transfer or otherwise return the shares of Common Stock and/or other amounts to the Corporation upon the Corporation's enforcement of any clawback or recovery policy or Applicable Laws.*]*

5.5 Governing Law and Choice of Forum. The Award Agreement shall be construed and enforced in accordance with the laws of the State of New York, other than any choice of law provisions calling for the application of laws of another jurisdiction. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of New York and agree that such litigation shall be conducted only in the courts of New York County, New York, or the federal courts for the United States for the Southern District of New York, and no other courts, where this grant is made and/or to be performed and agree to such other choice of forum provisions as are included in the Plan.

5.6 Nature of Plan. By participating in the Plan, you acknowledge, understand and agree that:

(a) The Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Corporation, in its sole discretion, at any time.

(b) The grant of RSUs under the Plan is a one-time benefit and does not create any contractual or other right to receive RSUs or benefits in lieu of such awards in the future. Future awards, if any, will be at the sole discretion of the Corporation, including, but not limited to, the form and timing of the award, the number of shares of Common Stock subject to the award, the vesting provisions applicable to the award and the purchase price (if any).

(c) Your participation in the Plan is voluntary, and the value of your RSUs is an extraordinary item of compensation and is outside the scope of your employment (and your employment contract, if any). As such, your RSUs are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, dismissal, termination or end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

(d) No claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs or recoupment of any shares of Common Stock acquired under the Plan resulting from (i) the termination of your employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and/or (ii) the application of any recoupment policy or any recovery or clawback policy otherwise required by law. **In consideration of the grant of the RSUs, you expressly agree not to institute any such claim against the Corporation, any of its Affiliates or your Employer.**

5.7 ***Data Privacy. By accepting the RSUs, you declare that you agree with the data processing practices described herein and consent to the collection, processing and use of your Personal Data (as defined below) by the Corporation and the transfer of your Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described herein.***

(a) Declaration of Consent. You understand that you need to review the following information about the processing of your personal data by or on behalf of the Corporation, your Employer and/or any of its Affiliates, as described herein, and any other RSU grant materials (the "Personal Data") and declare your consent. With regard to the processing of your Personal Data in connection with the Plan, you understand that the Corporation is the controller of the Personal Data.

(b) Data Processing and Legal Basis. The Corporation collects, uses and otherwise processes your Personal Data for the purposes of allocating shares and implementing, administering and managing the Plan. You understand that this Personal Data may include, without limitation, your name, home address and telephone number, email address, personal bank account details, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of Common Stock or directorships held in the Corporation or its Affiliates, details of all RSUs or any other entitlement to shares of Common Stock or equivalent benefits awarded, canceled, purchased, vested, unvested or outstanding in your favor. The Corporation's legal basis for the processing of your Personal Data is your consent.

(c) Stock Plan Administration Service Providers. You understand that the Corporation may transfer your Personal Data, or parts thereof, to Fidelity Stock Plan Services LLC and certain of its affiliated companies ("Fidelity"), an independent service provider based in the United States which assists the Corporation with the implementation, administration and management of the Plan. In the future, the Corporation may select a different service provider and share your Personal Data with such different service provider that serves the Corporation in a similar manner. You understand and acknowledge that the Corporation's service provider may open an account for you to receive and trade shares acquired under the Plan and that you will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.

(d) International Data Transfers. ***You understand that the Corporation and, as of the date hereof, certain third parties assisting in the implementation, administration and management of the Plan, such as the Corporation's service providers, are based in the United States. If you are located outside the United States, you understand and acknowledge that your country has enacted data privacy laws that are different from the laws of the United States. Transfers of personal data from the EU to the United States can be made on the basis of Standard Contractual Clauses approved by the European Commission or other appropriate safeguards permissible under the Applicable Laws. If you are located in the EU or EEA, the Corporation may receive, process and transfer your Personal Data onward to third-party service providers solely on the basis of appropriate data transfer agreements or other appropriate safeguards permissible under Applicable Laws. If applicable, you understand that you can ask for a copy of the appropriate data processing agreements underlying the transfer of your Personal Data by contacting your local People Team representative. The Corporation's legal basis for the transfer of your Personal Data is your consent.***

(e) Data Retention. ***You understand that the Corporation will use your Personal Data only as long as is necessary to implement, administer and manage your participation in the Plan, or to comply with Applicable Laws, including under tax and securities laws. In the latter case, you understand and acknowledge that the Corporation's legal basis for the processing of your Personal Data would be compliance with the Applicable Laws or the pursuit by the Corporation of respective legitimate interests not outweighed by your interests, rights or freedoms. When the Corporation no longer needs your Personal Data for any of the above purposes, you understand the Corporation will remove it from its systems.***

(f) Voluntariness and Consequences of Denial/Withdrawal of Consent. ***You understand that your participation in the Plan and your grant of consent is purely voluntary. You may deny or later withdraw your consent at any time, with future effect and for any or no reason. If you deny or later withdraw your consent, the Corporation can no longer offer you participation in the Plan or offer other awards to you or administer or maintain such awards and you would no longer be able to participate in the Plan. You further understand that denial or withdrawal of your consent would not affect your status or salary as an employee or your career and that you would merely forfeit the opportunities associated with the Plan.***

(g) Data Subject Rights. ***You understand that data subject rights regarding the processing of personal data vary depending on the Applicable Laws and that, depending on where you are based and subject to the conditions set out in the Applicable Laws, you may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Corporation holds about you and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about you that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of your objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Corporation to restrict the processing of your Personal Data in certain situations where you feel its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of your Personal Data that you have actively or passively provided to the Corporation (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or your employment or service contract and is carried out by automated means. In case of concerns, you understand that you may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive***

clarification of, or to exercise any of your rights, you should contact your local People Team representative.

5.8 Insider Trading/Market Abuse Laws. You may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions including the United States and your country or your broker's country, if different, which may affect your ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., RSUs) or rights linked to the value of shares of Common Stock under the Plan during such times as you are considered to have "inside information" regarding the Corporation (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party and (b) "tipping" third parties or causing them otherwise to buy or sell securities (third parties include fellow employees). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Corporation. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

5.9 Electronic Delivery and Acceptance. The Corporation may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Corporation or a third party designated by the Corporation.

5.10 Severability. The provisions of these Terms and Conditions are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Alternatively, the Corporation, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to render it valid and enforceable to the full extent permitted under Applicable Laws.

5.11 Construction/Blue Pencil. The headings contained in these Terms and Conditions are for convenience only and do not constitute part of and shall not be used to interpret these Terms and Conditions. The language in all parts of these Terms and Conditions shall be construed according to its fair meaning and not strictly for or against you or the Corporation because that party or that party's legal representative drafted it. Notwithstanding any provision to the contrary herein, you agree that the covenants and post-employment restrictions contained in these Terms and Conditions are reasonable under the circumstances, valid in duration and scope, and necessary to protect the Corporation's Confidential Information. It is the desire and intent of the parties, and you agree, that the covenants and post-employment restrictions contained in these Terms and Conditions shall be enforced to the fullest extent permissible under applicable laws and public policies. Accordingly, if any term or provision of the covenants or post-employment restrictions contained in these Terms and Conditions or any portion thereof is declared illegal or unenforceable by any court of competent jurisdiction, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants so as to render such provision or portion thereof enforceable, and to the extent such provision or portion thereof cannot be rendered enforceable, these Terms and Conditions shall be considered divisible as to such provision, which shall become null and void, leaving the remainder in full force and effect.

5.12 Liability for Breach. You shall indemnify the Corporation and hold it harmless from and against any and all damages or liabilities incurred by the Corporation (including liabilities for attorneys'

fees and disbursements) arising out of any breach by you of these Terms and Conditions, including, without limitation, any attempted transfer of RSUs in violation of Section 1.4 of these Terms and Conditions.

5.13 Waiver. You acknowledge that a waiver by the Corporation of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any other provision of these Terms and Conditions, or of any subsequent breach of these Terms and Conditions.

5.14 Addendum. The grant of your RSUs shall be subject to any special terms and conditions set forth in any Addendum to these Terms and Conditions (the "**Addendum**") for your state of residence (and your state of employment, if different). If you relocate your residency or employment to one of the states included in the Addendum, the special terms and conditions for such state will apply to you, to the extent the Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum shall constitute part of the Award Agreement.

5.15 Additional Requirements. The Corporation reserves the right to impose other requirements on the RSUs, any payment made pursuant to the RSUs, and your participation in the Plan, to the extent the Corporation determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

THE BANK OF NEW YORK MELLON CORPORATION

FORM OF ADDENDUM TO
TERMS AND CONDITIONS
OF RESTRICTED STOCK UNITS

This Addendum includes additional terms and conditions that govern the RSUs granted to you if you reside in or are employed in one of the locations listed herein. These terms and conditions are in addition to, or, if so indicated, in place of, the terms and conditions set forth in the main body of the Award Agreement. All capitalized terms as contained in this Addendum shall have the same meaning as set forth in the Award Notice, the Terms and Conditions and the Plan. If you transfer your residence and/or employment to one of the locations included in this Addendum, the special terms and conditions for such location will apply to you to the extent the Corporation determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Corporation may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

CALIFORNIA

1. Non-Solicitation of Clients, Contractors and Employees; Non-Competition. The following provision shall replace Section 3.2 of the Terms and Conditions in its entirety:

3.2 Non-Solicitation of Clients, Contractors and Employees; Non-Competition.

(a) *Non-Solicitation of Clients, Contractors and Employees*. You are prohibited, without prior authorization, from using or disclosing the Corporation's or its Affiliates' trade secrets at any time, including without limitation to (i) solicit or induce or attempt to solicit or induce any current or prospective client of the Corporation or an Affiliate known to you, to initiate or continue a client relationship with you other than with the Corporation or Affiliate, or to terminate or reduce its client relationship with the Corporation or Affiliate, or (ii) solicit any employee or contractor to terminate or reduce their employment or engagement, whichever is applicable, with the Corporation or Affiliate.

(b) *Non-Competition*. Intentionally Omitted.

MASSACHUSETTS

1. Non-Competition. The following provision shall be appended to Section 3.2(b) of the Terms and Conditions:

For the sake of clarity, the foregoing non-compete restriction does not prohibit you from being employed by the government or a not-for profit organization (i.e. an organization exempt from local and national tax laws). In view of the limited scope of the non-compete obligation assumed under this Section, which does not prevent you from working in other entities that are not affected by it, you acknowledge and agree that: (i) the foregoing non-compete obligation is reasonable and necessary to protect the Corporation's legitimate business interests including its confidential information and goodwill, and (ii) the continued vesting in your RSUs, including any dividend equivalent rights, following a Retirement-Eligible Event or termination providing transition/separation pay is fair and reasonable consideration for the foregoing non-

compete obligation. During the Restricted Period, you further agree to (i) advise any person or entity that seeks to employ you of the terms of these covenants; and (ii) immediately notify People Team equity administration if you are not in compliance with your obligations above (i.e., if you begin to associate with or transact business on behalf of a Competitive Enterprise). You have seven business days from the date you electronically acknowledge and accept the terms of the Award Agreement to rescind your acceptance of the Award Agreement. You acknowledge that you have been provided at least ten business days before this Award Agreement is to be effective. You may rescind your acceptance of the Award Agreement by sending written notice to People Team equity administration at *[Insert Contact Information]*.

Exhibit 10.30

THE BANK OF NEW YORK MELLON CORPORATION
EXECUTIVE SEVERANCE PLAN
(AS AMENDED AND RESTATED BY HRCC
EFFECTIVE MARCH 1, 2024)

1. *Purpose*. The purpose of The Bank of New York Mellon Corporation Executive Severance Plan (the "Plan") is to retain certain senior executives of the Corporation by reason of providing appropriate severance benefits, and to ensure their continued dedication to their duties in connection with a Change in Control (as defined in Section 2(e) below).

2. *Definitions*. As used in this Plan, the following terms shall have the respective meanings set forth below:

(a) "Annual Incentive Award" means the annual incentive awarded to a Participant by the Corporation from time to time, including any cash and non-cash portions of such incentive, whether payable currently or on a deferred basis; provided, however, that any long-term component of an annual incentive award (other than time- vested restricted stock or restricted stock units) shall not be deemed to be annual incentives for purposes of this definition.

(b) "Base Salary" means the Participant's annual rate of base salary for the year in which the Participant's Date of Termination occurs (or, if greater, for the year before the year of termination).

(c) "Board" means the Board of Directors of the Corporation and, after a Change in Control, the "board of directors" of the Parent Corporation or Surviving Corporation, as the case may be, as defined for purposes of Section 2(e).

(d) "Cause" shall have the meaning in the award agreement for the Participant's most recently granted equity-based award; provided, that in the event the Participant has never been granted an equity-based award, "Cause" means any of the following with respect to such a Participant:

(i) The Participant's gross negligence in the performance of his or her duties or failing to perform the duties of employment, including, without limitation failure to comply with any lawful directive from the Corporation or a Subsidiary, *after* demand for substantial performance has been given by the Board, any officer of the Corporation to whom the Participant reports or any higher level officer that specifically identifies how the Participant has not substantially performed his or her responsibilities; provided, however, that following a Change in Control, in order to terminate a Participant's employment under this Section 2(d)(i), such failure must be determined to be willful. A Participant's failure to perform under this Section 2(d)(i) does not, however, include failure resulting from the Participant's incapacity due to mental or physical illness or injury or from any permitted leave required by law or any failure after the Participant gives notice of termination for Good Reason or the Corporation gives notice of termination other than for Cause or Disability;

(ii) The Participant's violation of the Corporation's Code of Conduct or any of the policies of the Corporation governing the conduct of the Corporation's business or the Participant's employment with the Corporation, including without limitation, those relating to discrimination and retaliation;

(iii) The Participant's conviction of, or plea of guilty or *nolo contendere* to, a crime or offense constituting a felony (or its equivalent under Applicable Laws outside of the United States), or to any other crime or offense involving moral turpitude, dishonesty, fraud, breach of trust, money

laundering, or any other offense that may preclude the Participant from being employed with a financial institution;

(iv) The Participant engaging in any misconduct which has the effect or potential effect of being injurious to the Corporation or a Subsidiary, including but not limited to, its reputation;

(v) The Participant's fraud or dishonesty, including but not limited to, the Participant taking actions or failing to take actions in a manner intending to result in personal gain;

(vi) The Participant's breach of his or her fiduciary duties to the Corporation or any of its Subsidiaries; or

(vii) If the Participant is employed outside the United States, any other circumstances (beyond those listed above) that permit the immediate termination of the Participant's employment without notice or payment in accordance with the terms of the Participant's employment agreement or Applicable Laws.

For this definition, no act or omission by a Participant will be "willful" unless it is made by the Participant in bad faith or without a reasonable belief that such act or omission was in the best interests of the Corporation and its Subsidiaries and any act or omission by a Participant based on authority given pursuant to a resolution duly adopted by the Board or the HRCC, on the advice of counsel for the Corporation or on the instruction of any officer of the Corporation to whom the Participant reports or any higher level officer will be deemed made in good faith and in the best interests of the Corporation.

(e) "Change in Control" means the occurrence of any one of the following events:

(i) During any period of not more than two (2) years, the Incumbent Directors no longer represent a majority of the Board. "Incumbent Directors" are (A) the members of the Board as of the effective date of the Plan and (B) any individual who becomes a director subsequent to the effective date of the Plan whose appointment or nomination was approved by at least a majority of the Incumbent Directors then on the Board (either by specific vote or by approval, without prior written notice to the Board objecting to the nomination, of a proxy statement in which the member was named as nominee). However, the Incumbent Directors will not include anyone who becomes a member of the Board after the date hereof as a result of an actual or threatened election contest or proxy or consent solicitation on behalf of anyone other than the Board, including as a result of any appointment, nomination or other agreement intended to avoid or settle a contest or solicitation;

(ii) There is a beneficial owner of securities entitled to 30% or more of the total voting power of the Corporation's then-outstanding securities in respect of the election of the Board (the "Voting Securities"), other than (A) the Corporation, any Subsidiary of it or any employee benefit plan or related trust sponsored or maintained by the Corporation or any Subsidiary of it; (B) any underwriter temporarily holding securities pursuant to an offering of them; (C) anyone who becomes a beneficial owner of that percentage of Voting Securities as a result of an Excluded Transaction (as defined in Section 2(e)(iii)); or (D) anyone who becomes a beneficial owner of that percentage of Voting Securities as a result of a transaction in which Voting Securities are acquired from the Corporation, if the transaction is approved by a majority of the Incumbent Directors in a resolution that expressly states that the transaction is not a Change in Control under this Section 2(e); or

(iii) Consummation of a merger, consolidation, statutory share exchange or similar transaction (including an exchange offer combined with a merger or consolidation) involving the Corporation (a "Reorganization") or a sale, lease or other disposition (including by way of a series of

transactions or by way of merger, consolidation, stock sale or similar transaction involving one or more subsidiaries) of all or substantially all of the Corporation's consolidated assets (a "Sale") other than an Excluded Transaction. A Reorganization or Sale is an "Excluded Transaction" if immediately following it: (A) 50% or more of the total voting power of the Surviving Corporation's then-outstanding securities in respect of the election of directors (or similar officials in the case of a non-corporation) is represented by Voting Securities outstanding immediately before the Reorganization or Sale or by securities into which such Voting Securities were converted in the Reorganization or Sale; (B) there is no beneficial owner of securities entitled to 30% or more of the total voting power of the then-outstanding securities of the Surviving Corporation in respect of the election of directors (or similar officials in the case of a non- corporation); and (C) a majority of the board of directors of the Surviving Corporation (or similar officials in the case of a non-corporation) were Incumbent Directors at the time the Board approved the execution of the initial agreement providing for the Reorganization or Sale. The "Surviving Corporation" means in a Reorganization, the entity resulting from the Reorganization or in a Sale, the entity that has acquired all or substantially all of the assets of the Corporation, except that, if there is a beneficial owner of securities entitled to 95% of the total voting power (in respect of the election of directors or similar officials in the case of a non- corporation) of the then-outstanding securities of the entity that would otherwise be the Surviving Corporation, then that beneficial owner will be the Surviving Corporation. (Any Reorganization or Sale which does not satisfy all of the criteria specified in (A), (B) and (C) shall be deemed a "Qualifying Transaction"); or

(iv) The stockholders of the Corporation approve a plan of complete liquidation or dissolution of the Corporation.

(f) "CIC Termination Period" means the period of time beginning with a Change in Control and ending two (2) years following such Change in Control.

(g) "Code" means the Internal Revenue Code of 1986, as amended.

(h) "Corporation" means The Bank of New York Mellon Corporation.

(i) "Date of Termination" means (i) the effective date on which the Participant's employment by the Corporation terminates as specified in a prior written notice by the Corporation or the Participant, as the case may be, to the other, delivered pursuant to Section 8 or (ii) if the Participant's employment by the Corporation terminates by reason of death, the date of death of the Participant.

(j) "Disability" shall mean long-term disability under the terms of the Corporation's long-term disability plan, as then in effect.

(k) "Good Reason" means the occurrence, following a Change in Control, of one or more of the following circumstances, without the Participant's prior written consent, and which circumstance(s) are not cured by the Corporation within thirty (30) days after receipt of a written notice from the Participant describing the circumstances that constitute Good Reason:

(i) any material and adverse change in the Participant's duties or responsibilities with the Corporation, except as required by law, rule or regulation;

(ii) any (1) reduction in the Participant's rate of annual base salary, or (2) material reduction in the Participant's overall aggregate annual compensation opportunities (including base salary and target incentive compensation opportunities). With respect to clause (2) above, the

Participant acknowledges that a reduction in target incentive compensation opportunities does not constitute Good Reason hereunder so long as the reduction has resulted merely from a pay mix change determined in accordance with applicable opportunity guidelines or consensus market data or law, rule or regulation;

(iii) any requirement that the Participant be based at an office located outside of the country in which the Participant's office is located immediately prior to the Change in Control; or

(iv) any other action or inaction by the Corporation (or a Successor) that constitutes a material breach of this Plan (including but not limited to the Corporation's failure to obtain from any Surviving Corporation the assent to assume this Plan contemplated by Section 7 hereof).

If the Participant does not provide written notice to the Corporation within forty-five (45) days after the initial existence of an event constituting Good Reason has occurred and terminate employment within ten (10) business days following the end of the thirty (30) day cure period (if the event constituting Good Reason has not been cured during that period), that event will no longer constitute Good Reason. For purposes of clause (i) of Section 2(k)(ii) above, an immaterial or inadvertent reduction in a Participant's rate of annual base salary that is not taken in bad faith and that is remedied by the Corporation promptly after receipt of notice thereof given by the Participant shall not constitute Good Reason. The Participant's right to terminate employment for Good Reason shall not be affected by the Participant's incapacity due to mental or physical illness and the Participant's continued employment through the above-mentioned forty-five (45) day notice or thirty (30) day cure periods shall not constitute consent to, or a waiver of rights with respect to, any other event or condition constituting Good Reason.

(l) "HRCC" means the Human Resources and Compensation Committee of the Board.

(m) "Investigation" means an investigation authorized by the Board, a self- regulatory organization empowered with self-regulatory responsibilities under federal or state laws or a governmental department or agency.

(n) "Participant" means each of the senior executives of the Corporation, who is selected by the HRCC (or its delegate(s)) in its sole discretion for coverage by this Plan.

(o) "Pro-rata Annual Incentive Award" means (i) an annual incentive award, including any cash or non-cash portions of such incentive, whether payable currently or on a deferred basis, for the Corporation's fiscal year in which the Participant's Date of Termination occurs pursuant to the Participant's annual incentive scorecard or other applicable metric as recommended by management and as determined by the HRCC after initially considering whether the Participant was actively employed for a sufficient portion of the year to warrant an annual incentive award and the following factors, as applicable: (A) actual full year performance results for any corporate and business unit performance goals set forth in the Participant's annual incentive award scorecard for the year of termination, (B) the Participant's individual modifier as set forth in such scorecard, determined as of the end of such fiscal year, provided that the individual modifier shall not exceed 100%, (C) any risk assessment adjustment based on the HRCC's assessment of any risk factors set forth in such scorecard, and (D) any other performance goals, adjustments and assessments as set forth in the scorecard and any applicable annual incentive award plan, multiplied by (ii) a fraction the numerator of which shall be the number of days the Participant was employed by the Corporation during the fiscal year in which the Date of Termination occurred and the denominator of which is three hundred sixty-five (365).

(p) "Qualifying Termination" means a termination of the Participant's employment with the Corporation (i) by the Corporation other than for Cause or (ii) by the Participant for Good Reason after a Change in Control. Termination of the Participant's employment on account of death, Disability, by the Corporation for Cause or by the Participant other than for Good Reason shall not be treated as a Qualifying

Termination. Notwithstanding the preceding sentence, the death of the Participant after notice of termination for Good Reason or without Cause has been validly provided shall be deemed to be a Qualifying Termination.

(q) "Section 409A" means Section 409A of the Code, and the final Treasury Regulations issued thereunder.

(r) "Subsidiary" means any corporation or other entity in which the Corporation has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors (or members of any similar governing body) or in which the Corporation has the right to receive 50% or more of the distribution
of profits or 50% of the assets or liquidation or dissolution.

(s) "Target Annual Incentive Award" means a Participant's target Annual Incentive Award for the year in which the Participant's Date of Termination occurs (or, if greater, for the year before the year of termination); provided, however, that in the event no target Annual Incentive Award has been established for the Participant for either the year
of termination or the year before the year of termination, "Target Annual Incentive Award" shall mean the average Annual Incentive Award paid to the Participant for the three most recent years before the year of termination.

3. *Payments Upon Termination of Employment*.

(a) Non-Change in Control Qualifying Termination. If during a period of time which is not a CIC Termination Period under the Plan, the employment of the Participant is terminated by the Corporation other than for Cause, then, subject to the Participant's execution of a Separation Agreement and Release substantially in the form attached to this Plan as Exhibit A (the "Separation Agreement and Release"), which shall be provided to the Participant no later than five (5) days after the Date of Termination and must be executed by the Participant, become effective and not be revoked by the Participant by the sixtieth (60th) day following the Date of Termination (the "Release Period"), the Corporation shall provide to the Participant:

(i) a cash payment equal to the Participant's Base Salary; and

(ii) a Pro-rata Annual Incentive Award for the Corporation's fiscal year in which the Participant's Date of Termination occurs; provided that any cash and non-cash portions of the Pro-rata Annual Incentive Award shall be paid or awarded and shall become payable, in each case, at the same time(s) as annual incentives for the fiscal year in which the Participant's Date of Termination occurs are paid or awarded and become payable to other similarly situated executives of the Corporation; provided, however, that the HRCC may determine the form(s) of such Pro-rata Annual Incentive in its discretion, and provided, further, that any portion of such Pro-rata Annual Incentive Award that is intended to be exempt from Section 409A as a "short-term deferral" (within the meaning of Section 409A) shall be paid no later than March15th of the year following the year during which the Date of Termination occurred; and

(iii) for one (1) year after the Participant's Date of Termination, the Participant, his or her spouse and his or her dependents will continue to be entitled to participate in the Corporation's group health plans in which the Participant participates immediately prior to his or her Date of Termination at the same rate as paid by similarly situated employees from time to time in accordance with the terms and conditions of the Corporation's applicable group health plans; provided that to the extent that such health plan does not permit continuation of the Participant's or his or her spouse's or

dependents' participation throughout such period, the Corporation shall provide the Participant, on the first business day of each calendar quarter, in advance, with an amount in cash which is equal to the Corporation's cost of providing such benefits for such quarter, less the applicable employee rate for participation; and

(iv) for a period of one (1) year following the Participant's Date of Termination, the Corporation shall make certain executive-level outplacement services available to the Participant, as provided by the outplacement providers with whom the Corporation has a relationship at the time of the Participant's Date of Termination.

The cash payment specified in paragraph (i) of this Section 3(a) shall be paid in equal installments in accordance with the Corporation's regular payroll practice over the twelve (12) month period following the Participant's Date of Termination, with such payments commencing on the Corporation payroll date immediately following the sixty-fifth (65th) day following the Date of Termination and the first such payment to include, as applicable, any such amounts that would otherwise have been paid through such payroll date; provided, however, that if the Release Period crosses two calendar years, such payments, as well as the payments contemplated by paragraphs (ii), (iii) and (iv) of this Section 3(a), will be paid or will begin being paid in the second of the two years if necessary to avoid taxation under Section 409A. Notwithstanding the foregoing, in the event that a majority of the Incumbent Directors approves the resolution described in Section 2(e)(ii)(D) above that expressly states that a transaction is not a Change in Control under Section 2(e), but such transaction qualifies as a "change in control event" within the meaning of Treasury Regulation 1.409A-3(i)(5)(i), then the payment due under paragraph (i) of this Section 3(a), to the extent it shall become payable, shall be paid at the time and in the form set forth in the first sentence of the flush paragraph of Section 3(b) below.

(b) Post-Change in Control Qualifying Termination. If, during the CIC Termination Period, the employment of the Participant is terminated pursuant to a Qualifying Termination, then, subject to the Participant's execution of a Separation Agreement and Release, which shall be provided to the Participant no later than five (5) days after the Date of Termination and must be executed by the Participant, become effective and not be revoked by the Participant by the end of the Release Period, the Corporation shall provide to the Participant:

(i) a lump sum cash payment equal to the result of multiplying (A) the sum of (x) the Participant's Base Salary, plus (y) the Participant's Target Annual Incentive Award by (B) two (2); and

(ii) a cash payment equal to the Participant's Pro-rata Annual Incentive Award for the Corporation's fiscal year in which the Participant's Date of Termination occurs; provided that, for purposes of this Section 3(b)(ii), such Pro-Rata Annual Incentive Award, will be at target and shall not be subject to any adjustments; and

(iii) for two (2) years after Participant's Date of Termination, Participant, his or her spouse and his or her dependents will continue to be entitled to participate in the Corporation's group health plans in which the Participant participates immediately prior to his or her Date of Termination at the same rate as paid by similarly situated employees from time to time in accordance with the terms and conditions of the Corporation's applicable group health plans; provided, that to the extent that such health plan does not permit continuation of the Participant's or his or her spouse's or dependents' participation throughout such period, the Corporation shall provide the Participant, on the first business day of each calendar quarter, in advance, with an amount in cash which is equal to the Corporation's cost of providing such benefits for such quarter, less the applicable employee rate for participation; and

(iv) for a period of one (1) year following the Participant's Date of Termination, the Corporation shall make certain executive-level outplacement services available to the Participant, as provided by the outplacement providers with whom the Corporation has a relationship at the time of Participant's Date of Termination.

The cash payments specified in paragraphs (i) and (ii) of this Section 3(b) shall be paid on the sixty-fifth (65th) day (or the next following business day if the sixty-fifth (65th) day is not a business day) following the Date of Termination (but in any event no later than March 15th of the year following the year in which the Date of Termination occurs) and the first such payment to include, as applicable, any such amounts that would otherwise have been paid through such payroll date; provided, however, that if the Release Period crosses two calendar years, such payments, as well as the payments contemplated by paragraphs (iii) and (iv) of this Section 3(b), will be paid or will begin being paid in the second of the two years if necessary to avoid taxation under Section 409A. Notwithstanding the foregoing, in the event that the Change in Control does not qualify as a "change in control event" within the meaning of Treasury Regulation 1.409A-3(i)(5)(i), then the payments due under paragraphs (i) and (ii) of this Section 3(b) shall be paid at the time and in the form as set forth in the flush paragraph of Section 3(a) above.

(c) Except as otherwise expressly provided pursuant to this Plan, this Plan shall be construed and administered in a manner which avoids duplication of compensation and benefits which may be provided under any other plan, program, policy, or other arrangement or individual contract or under any statute, rule or regulation. In the event a Participant is covered by any other plan, program, policy, individually negotiated agreement or other arrangement, in effect as of his or her Date of Termination, that may duplicate the payments and benefits provided for in this Section 3, the HRCC is specifically empowered to reduce or eliminate the duplicative benefits provided for under the Plan.

4. *Withholding Taxes*. The Corporation shall withhold from all payments due to the Participant (or his beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Corporation is or may be required to withhold therefrom.

5. *Expenses*. If any contest or dispute shall arise under this Plan involving termination of a Participant's employment with the Corporation or involving the failure or refusal of the Corporation to perform fully in accordance with the terms hereof, each party shall be responsible for its own legal fees and related expenses, if any, incurred in connection with such contest or dispute; provided, however, that, with respect to any contest or dispute arising after a Change in Control, in the event the Participant substantially prevails with respect to such contest or dispute, the Corporation shall reimburse the Participant on a current basis for all reasonable legal fees and related expenses incurred by the Participant in connection with such contest or dispute, which reimbursement shall be made within thirty (30) days after the date the Corporation receives the Participant's statement for such fees and expenses.

6. *Scope of Plan*. Nothing in this Plan shall be deemed to entitle the Participant to continued employment with the Corporation or its Subsidiaries.

7. *Successors; Binding Agreement*.

(a) This Plan shall not be terminated by any Reorganization or Sale. In the event of any Reorganization or Sale, the provisions of this Plan shall be binding upon the Surviving Corporation, and such Surviving Corporation shall be treated as the Corporation hereunder.

(b) The Corporation agrees that in connection with any Reorganization or Sale it will cause any successor entity to the Corporation unconditionally to assume all of the obligations of the Corporation

hereunder. Failure of the Corporation to obtain such assumption prior to the effectiveness of any such Reorganization or Sale that constitutes a Change in Control, shall be a breach of this Plan and shall constitute Good Reason hereunder and shall entitle the Participant to compensation and other benefits from the Corporation in the same amount and on the same terms as the Participant would be entitled hereunder if the Participant's employment were terminated following a Change in Control by reason of a Qualifying Termination. For purposes of implementing the foregoing, the date on which any such Reorganization or Sale becomes effective shall be deemed the date Good Reason occurs, and shall be the Date of Termination if requested by a Participant.

(c) The benefits provided under this Plan shall inure to the benefit of and be enforceable by the Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Participant shall die while any amounts would be payable to the Participant hereunder had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to such person or persons appointed in writing by the Participant to receive such amounts or, if no person is so appointed, to the Participant's estate.

8. *Notice*. (a) For purposes of this Plan, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered or five (5) days after deposit in the United States mail, certified and return receipt requested, postage prepaid and addressed as follows:

If to the Participant: the address listed as the Participant's address in the Corporation's personnel files.

If to the Corporation:

The Bank of New York Mellon Corporation
Attention: General Counsel
240 Greenwich Street
New York, NY, 10286

or, in each case, to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

(b) A written notice of the Participant's Date of Termination by the Corporation or the Participant, as the case may be, to the other, shall indicate the specific termination provision in this Plan relied upon. The failure by the Participant or the Corporation to set forth in such notice any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Participant or the Corporation hereunder or preclude the Participant or the Corporation from asserting such fact or circumstance in enforcing the Participant's or the Corporation's rights hereunder.

9. *Full Settlement; Resolution of Disputes and Costs*.

(a) In no event shall the Participant be obligated to seek other employment or take other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and, except as provided in the Separation Agreement and Release, such amounts shall not be reduced whether or not the Participant obtains other employment.

(b) Any dispute or controversy arising under or in connection with this Plan, or its exhibits shall be settled exclusively by confidential arbitration in New York by three arbitrators in accordance with the applicable arbitration rules of the American Arbitration Association (the "AAA") then in effect; provided, however, that the Corporation may seek injunctive relief in aid of arbitration in any court of competent

jurisdiction, with respect to Participant's obligations pursuant to Section 20. One arbitrator shall be selected by the Corporation, the other by the Participant and the third jointly by these arbitrators (or if they are unable to agree within thirty (30) days of the commencement of arbitration, the third arbitrator will be appointed by the AAA). Judgment may be entered on the arbitrators' award in any court having jurisdiction. Notwithstanding anything in this Plan to the contrary, any arbitration panel that adjudicates any dispute, controversy or claim arising between a Participant and the Corporation, or any of their delegates or successors, in respect of a Participant's Qualifying Termination that occurs after a Change in Control, will apply a de novo standard of review to any determinations made by such person. Such de novo standard shall apply notwithstanding the grant of full discretion hereunder to any such person or characterization of any such decision by such person as final, binding or conclusive on any party.

10. *Employment with Subsidiaries*. Employment with the Corporation for purposes of this Plan shall include employment with any Subsidiary.

11. *Survival*. The respective obligations and benefits afforded to the Corporation and the Participant as provided in Sections 3 (to the extent that payments or benefits are owed as a result of a termination of employment that occurs during the term of this Plan), 4, 5, 7(c), 9 and 20 shall survive the termination of this Plan.

12. *GOVERNING LAW; VALIDITY*. EXCEPT TO THE EXTENT THIS PLAN IS SUBJECT TO ERISA, THE INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLE OF CONFLICTS OF LAWS, AND APPLICABLE FEDERAL LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS PLAN (INCLUDING, WITHOUT LIMITATION, SECTION 20 HEREOF) SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS PLAN, WHICH OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

13. *Amendment and Termination*. The HRCC may amend or terminate the Plan at any time without the consent of the Participants; provided, however, that during a period commencing on a Change in Control and ending on the second anniversary of the Change in Control, Participants must be given at least twelve (12) months' notice of amendments that are adverse to the interests of the Participants (except that termination of a Participant's participation in the Plan may be made with three (3) months' notice) or planned termination of the Plan and provided, further, that any termination or amendments to the Plan that are adverse to the interests of any Participant and made in anticipation of a Change in Control shall give a Participant the right to enforce his or her rights pursuant to Section 15. Notwithstanding the foregoing, during the period commencing on a Change in Control and ending on the second anniversary of the Change in Control, the Plan may not be amended or terminated by the HRCC (or any successor committee thereto), any Participant's participation hereunder may not be terminated, and the Policy (as defined below) may not be amended by the Board, in each case, in any manner which is materially adverse to the interests of any Participant without the prior written consent of such Participant.

14. *Interpretation and Administration*. The Plan shall be administered by the HRCC (or any successor committee). The HRCC (or any successor committee) shall have the authority (i) to exercise all of the powers granted to it under the Plan, (ii) to construe, interpret and implement the Plan, (iii) to prescribe, amend and rescind rules and regulations relating to the Plan, (iv) to make all determinations necessary or advisable in administration of the Plan, (v)

to correct any defect, supply any omission and reconcile any inconsistency in the Plan, and (vi) to delegate its responsibilities and authority hereunder. Actions of the Board or the HRCC (or any successor committee) shall be taken by a majority vote of its members.

15. *Claims and Appeals*. Participants may submit claims for benefits by giving notice to the Corporation pursuant to Section 8 of this Plan. If a Participant believes that he or she has not received coverage or benefits to which he or she is entitled under the Plan, the Participant may notify the HRCC in writing of a claim for coverage or benefits. If the claim for coverage or benefits is denied in whole or in part, the HRCC shall notify the applicant in writing of such denial within thirty (30) days (which may be extended to sixty (60) days under special circumstances), with such notice setting forth: (i) the specific reasons for the denial; (ii) the Plan provisions upon which the denial is based; (iii) any additional material or information necessary for the applicant to perfect his or her claim; and (iv) the procedures for requesting a review of the denial. Upon a denial of a claim by the HRCC, the Participant may: (i) request a review of the denial by the HRCC or, where review authority has been so delegated, by such other person or entity as may be designated by the HRCC for this purpose; (ii) review any Plan documents relevant to his or her claim; and (iii) submit issues and comments to the HRCC or its delegate that are relevant to the review. Any request for review must be made in writing and received by the HRCC or its delegate within sixty (60) days of the date the applicant received notice of the initial denial, unless special circumstances require an extension of time for processing. The HRCC or its delegate will make a written ruling on the applicant's request for review setting forth the reasons for the decision and the Plan provisions upon which the denial, if appropriate, is based. This written ruling shall be made within thirty (30) days of the date the HRCC or its delegate receives the applicant's request for review unless special circumstances require an extension of time for processing, in which case a decision will be rendered as soon as possible, but not later than sixty (60) days after receipt of the request for review. All extensions of time permitted by this Section 15 will be permitted at the sole discretion of the HRCC or its delegate. If the HRCC does not provide the Participant with written notice of the denial of his or her appeal, the Participant's claim shall be deemed denied.

16. *Type of Plan*. This Plan is intended to be, and shall be interpreted as an unfunded employee welfare plan under Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 2520.104-24 of the Department of Labor Regulations, maintained primarily for the purpose of providing employee welfare benefits, to the extent that it provides welfare benefits, and under Sections 201, 301 and 401 of ERISA, as a plan that is unfunded and maintained primarily for the purpose of providing deferred compensation, to the extent that it provides such compensation, in each case for a select group of management or highly compensated employees (i.e., a "top hat" plan).

17. *Nonassignability*. Benefits under the Plan may not be assigned by the Participant. The terms and conditions of the Plan shall be binding on the successors and assigns of the Corporation.

18. *Section 409A*.

(a) This Plan is intended to comply with the requirements of Section 409A or an exemption therefrom and shall be interpreted, administered and construed to comply with the requirements of Section 409A or an exemption therefrom. To the extent a Participant would otherwise be entitled to any payment or benefit that under this Plan, or any plan or arrangement of the Corporation or its affiliates, constitutes "deferred compensation" subject to Section 409A and that if paid or provided during the six (6) months beginning on the Participant's Date of Termination would be subject to additional taxation under Section 409A because the

Participant is a "specified employee" (within the meaning of Section 409A and as determined by the Corporation) the payment or benefit will be paid or provided (or will commence being paid or provided, as applicable) to the Participant on the earlier of the six (6) month anniversary of the Participant's Date of Termination or the Participant's death. In addition, any payment or benefit due upon a termination of the Participant's employment that represents a "deferral of compensation" within the meaning of Section 409A shall be paid or provided to the Participant only upon a "separation from service" as defined in Treasury Regulation Section 1.409A-1(h). Each severance payment made under this Plan shall be deemed to be separate payments, and amounts payable under Section 3 of this Plan shall be deemed not to be a "deferral of compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Sections 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation Section 1.409A-1 through A-6.

(b) Notwithstanding anything to the contrary in this Plan or elsewhere, any payment or benefit under this Plan or otherwise that is exempt from Section 409A pursuant to final Treasury Regulation Section 1.409A-1(b)(9)(v)(A) or (C) shall be paid or provided to the Participant only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of the Participant's second taxable year following the Participant's taxable year in which the "separation from service" occurs; and provided further that such expenses are reimbursed no later than the last day of the Participant's third taxable year following the taxable year in which the Participant's "separation from service" occurs. Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Plan is determined to be subject to Section 409A, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one (1) calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Participant incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this Plan or elsewhere, in the event that a Participant waives the provisions of another severance or change in control agreement or arrangement to participate in this Plan and such participation in this Plan is later determined to be a "substitution" (within the meaning of Section 409A) for the benefits under such agreement or arrangement, then any payment or benefit under this Plan that such Participant becomes entitled to receive during the remainder of the waived term of such agreement or arrangement shall be payable in accordance with the time and form of payment provisions of such agreement or arrangement.

19. *Certain Reductions; Recoupment*. Notwithstanding anything herein to the contrary, any payments or benefits payable to a Participant under this Plan shall be subject to reduction to the extent that such payment or benefit would exceed the amount permitted to be paid under the Corporation's Policy Regarding Shareholder Approval of Future Senior Officer Severance Arrangements as in effect as of the date of termination or, if earlier, immediately prior to a Change in Control (the "Policy"), as in effect from time to time, and such amounts are not approved by, or are not submitted for the approval of, the Corporation's shareholders in accordance with such policy. Notwithstanding anything in this Plan to the contrary, in no event shall any payment or benefit under this Plan be paid, provided or accrued, if any such payment, provision or accrual would be in violation of applicable law, rule or regulation ("Applicable Law"). In addition, to the extent that any provision of Applicable Law or any recoupment policy or practice of the Corporation as in effect from time to time requires any payments or benefits paid (or provided or to be paid or provided) to a Participant to be forfeited or recouped from the Participant, each such payment or benefit shall be subject to forfeiture or recoupment, as applicable, and such Participant's right to receive or retain each such payment or benefit shall terminate. Without limiting the foregoing, if the Corporation reasonably believes that a Participant engaged in fraud, or directly or indirectly caused or contributed to any financial

restatement or other irregularity during the performance period to which a cash incentive award paid hereunder relates, the Corporation may require the Participant to repay some or all of such award within three (3) years after the award date.

20. Continuing Obligations. A Participant's right to receive and retain the severance payments and other benefits set forth in this Plan shall be contingent on the Participant's compliance with the terms and conditions of (i) this Plan (including, without limitation the Participant's obligations under this Section 20), (ii) the Separation Agreement and Release, and (iii) any other additional restrictive covenants to which the Participant is bound under other agreements with the Corporation or other Corporation plans or policies applicable to the Participant, it being understood that to the extent the Participant is subject to any other restrictive covenants that are more restrictive than the Participant's obligations under this Plan, the most restrictive of such restrictive covenants permitted by law shall apply, and those restrictive covenants are incorporated herein by reference with respect to such Participant and shall remain in full force and effect.

In the event a Participant, directly or indirectly breaches any terms or conditions of this Plan (including, without limitation, this Section 20), the Separation Agreement and Release, or any other additional restrictive covenants to which the Participant is bound under other agreements with the Corporation or other Corporation plans or policies applicable to the Participant (as contemplated in the preceding paragraph), in each case, as determined by the Corporation at its discretion, the Participant will immediately cease participating in this Plan and shall forfeit all rights and benefits under this Plan, including, without limitation, the right to receive any unpaid severance payments and other benefits under the Plan and, may be required to repay to the Corporation any severance payments (including the Pro-rata Annual Incentive Award) and any other benefits already paid or provided to the Participant under this Plan. For the avoidance of doubt, the foregoing remedies are in addition to the injunctive relief set forth in Section 20(h), any remedies set forth under the terms of such other applicable other agreements with the Corporation or other Corporation plans or policies applicable to the Participant, and any other remedies permitted by law.

(a) Confidential Information. Subject to Section 20(f) below, to the fullest extent permitted by law, following a Participant's Date of Termination, the Participant (i) shall continue to hold in a fiduciary capacity for the benefit of the Corporation all information the Participant has been given or to which the Participant will have access or become informed of, directly or indirectly, which the Corporation or any of its Subsidiaries or affiliates possess or have access and which relates to the Corporation or any of its Subsidiaries, is not generally known to the public or in the trade or is a competitive asset and/or otherwise constitutes a "trade secret," as that term is defined by applicable laws, of the Corporation or any of its Subsidiaries ("Confidential Information"), which will have been obtained by the Participant during the Participant's employment with the Corporation and any of its Subsidiaries or affiliates, and (ii) shall not, except as may be required or appropriate in connection with carrying out the Participant's duties, or as permitted by Section 20(f) below, divulge or disclose to any third party or entity any trade secrets or other proprietary or confidential information pertaining to the Corporation or any of its Subsidiaries or use such secrets or information without the prior written consent of the General Counsel of the Corporation. Confidential Information does not include information which: (i) was or becomes generally available to the public other than as a result of disclosure by the Participant or any of the Participant's agents, advisors or representatives or the wrongdoing of a third party; (ii) was within the Participant's possession prior to its being furnished to the Participant by or on behalf of the Corporation or any of its Subsidiaries, provided that the source of the information was not bound by a confidentiality agreement with the Corporation or otherwise prohibited from transmitting the information to the Participant by a contractual, legal or fiduciary obligation or otherwise wrongfully came into possession of such information; or (iii) was or becomes available to the Participant on a non-confidential basis from a source other than the Corporation or any of its Subsidiaries, provided that such source is not bound by a confidentiality agreement

with the Corporation or otherwise prohibited from transmitting the information to the Participant by a contractual, legal or fiduciary obligation or otherwise wrongfully came into possession of such information

(b) Non-solicitation of employees and customers. For the one year period following a Participant's Date of Termination in the event of a Qualifying Termination under Section 3(a) above or, for the two year period following a Participant's Date of Termination in the event of a Qualifying Termination under Section 3(b) above, the Participant shall not, directly or indirectly, (without the prior written consent of the Corporation): (i) solicit, divert or appropriate, or attempt to solicit, divert or appropriate for the benefit of any Competitive Enterprise any client or prospective client of the Corporation or any of its Subsidiaries with whom the Participant had contact, or with respect to whom the Participant obtained or had access to Confidential Information, or whose identity the Participant learned, during the Participant's employment with the Corporation; (ii) interfere with, disrupt or attempt to disrupt any relationship, contractual or otherwise, between the Corporation or any of its Subsidiaries and any of its respective clients or prospective clients with whom the Participant had contact, or with respect to whom the Participant obtained or had access to Confidential Information, or whose identity the Participant learned, during the Participant's employment with the Corporation, or otherwise cause, induce or encourage any such client to diminish or terminate its relationship with the Corporation or any of its Subsidiaries; or (iii) hire or employ any employee or contractor of the Corporation or any of its Subsidiaries, or influence, solicit or induce such an individual or entity to terminate or diminish their employment or engagement, whichever is applicable, with the Corporation or any of its Subsidiaries. For purposes of this Section 20, "prospective clients" means any person or entity with whom the Corporation or any of its Subsidiaries is or was engaged for the purposes of entering into a client or business relationship within the twelve (12) months preceding the Participant's Date of Termination.

(c) Non-compete. For the one year period following the Participant's Date of Termination in the event of a Qualifying Termination under Section 3(a) above, or for the two year period following a Participant's Date of Termination in the event of a Qualifying Termination under Section 3(b) above, the Participant shall not, directly or indirectly, (without the prior written consent of the Corporation): (i) associate (including as a director, officer, employee, partner, consultant, investor, agent or advisor) with a Competitive Enterprise; or (ii) transact business on behalf of a Competitive Enterprise. For purposes of this Plan, "Competitive Enterprise" means any business enterprise, person or entity: (i) that is a member of any of the Corporation's competitive peer groups as disclosed in the Corporation's proxy statement that was most recently filed with the Securities and Exchange Commission preceding the Participant's Date of Termination; or (ii) that is otherwise engaged in or is undertaking efforts to engage in any actual or planned or substantially similar service offering of the Corporation or any of its Subsidiaries, product line of the Corporation or any of its Subsidiaries, or any other business of the Corporation or any of its Subsidiaries within the two (2) years preceding the Participant's Date of Termination; or (iii) or for whom the Participant would otherwise be performing services through which the Participant would disclose or inevitably disclose Confidential Information. However, nothing in this Section 20 shall preclude the Participant from investing their personal assets in the securities of any Competitive Enterprise if such securities are (i) traded on a national stock exchange or in the over-the-counter market and if such investment is as a passive investor and if such investment does not result in the Participant beneficially owning, at any time, more than five (5%) of the publicly-traded equity securities of such competitor; or (ii) not traded on a national stock exchange or in the over-the-counter market and if such investment is as a passive investor and such investment does not result in the Participant beneficially owning, at any time, more than five (5%) of any class of equity securities of such competitor. The Corporation's and its Subsidiaries' business is global in nature, and in light of the Participant's executive level role and responsibilities and their access to Confidential Information concerning the Corporation's and its Subsidiaries' global operations, in providing their services to the Corporation, the Participant will have a material presence or influence on behalf of the Corporation throughout the world. In light of current technology, the Participant's services and the business of any Competitive Enterprise can be conducted anywhere in the world. For the sake of clarity, the foregoing non-compete restriction does not

prohibit the Participant from being employed by the government or a not-for profit organization (i.e., an organization exempt from local and national tax laws).

(d) Non-Disparagement. Subject to Section 20(f) below, to the fullest extent permitted by law, following a Participant's Date of Termination, the Participant shall not, directly or indirectly, make, issue, authorize or publish any comments or statements (orally or in writing) to the media, including without limitation traditional vehicles and social media, to any individual or entity with whom or which the Corporation, or any of its Subsidiaries or affiliates has a business relationship, or to any other individual or entity, which disparages, criticizes or otherwise reflects adversely upon the Corporation, any of its subsidiaries, affiliates, its employees officers or directors.

(e) Cooperation. Following a Participant's Date of Termination, the Participant agrees to fully cooperate with the Corporation with respect to any past, present or future legal matters that relate to or arise out of the Participant's employment with the Corporation, subject to reimbursement for actual, appropriate and reasonable out-of- pocket expenses incurred by the Participant. The term "cooperation" does not mean that a Participant must provide information that is favorable to the Corporation; it means only that a Participant will provide information within a Participant's knowledge and possession upon the Corporation's request.

(f) Communications with regulators. Nothing in this Plan prohibits the Participant or the Corporation from filing a charge or complaint with, communicating directly with, providing information or reporting possible violations to, or participating or cooperating with the Equal Employment Opportunity Commission (the "EEOC"), the Financial Industry Regulatory Authority, the Department of Justice, the Securities and Exchange Commission, Congress, the Inspector General, or any other governmental agency, entity, legislative body, or any self-regulatory organization (each, a "Governmental Authority"), nor does anything in this Plan prohibit Participant or the Corporation from making other disclosures or communications that are protected under the provisions of any federal, state or local law or regulation; provided, however, that Participant may not disclose Corporation information that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege or the attorney work product doctrine. The Corporation does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. In addition, it is understood that this Plan shall not require a Participant to notify the Corporation of a request for information from any Governmental Authority or of a Participant's decision to file a charge with or participate in an investigation conducted by any Governmental Authority. Notwithstanding the foregoing, a Participant recognizes that, in connection with the provision of information to any Governmental Authority, a Participant must inform such Governmental Authority that the information a Participant is providing is confidential. In addition, this Plan does not prohibit a Participant or the Corporation from disclosing Confidential Information (as defined in Section 20(a) above) in any of the following circumstances: (i) where disclosure is required by a court order or subpoena; (ii) where disclosure is necessary in the course of a legal proceeding regarding this Plan (provided appropriate measures are taken to protect such Confidential Information in any public filing); (iii) when necessary to make a report to, or file a charge or complaint with a Governmental Authority; or (iv) when necessary to participate, cooperate, or testify in any investigation or proceeding that is conducted before a Governmental Authority. As soon as a Participant reasonably believes Participant may have to disclose Confidential Information under the circumstances of clauses (i) or (ii), Participant agrees to promptly notify the Corporation's General Counsel of the substance and circumstances of the disclosure (unless prohibited by law) so that the Corporation can take timely action to protect its interests. Participant does not need the prior authorization of the Corporation to make any reports or disclosures under the circumstances of clauses (iii) or (iv), and Participant is not required to notify the Corporation that Participant has made such reports or disclosures. Additionally, pursuant to the Federal Defend Trade Secrets Act of 2016, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (x)(i) in confidence to a Governmental Authority, either directly or indirectly, or to an attorney,

and (ii) solely for the purpose of reporting or investigating a suspected violation of law; (y) to Participant's attorney in relation to a lawsuit for retaliation against Participant for reporting a suspected violation of law; or (z) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing herein shall be construed to prevent or limit a Participant from recovering a bounty or award for providing information to any Governmental Authority (except for the EEOC or a similar state agency) concerning any suspected violation of law.

(g) Validity. Notwithstanding any provision to the contrary herein, the covenants and post-employment restrictions contained in this Section 20 are reasonable under the circumstances, valid in duration and scope, and necessary to protect the Corporation's Confidential Information. It is the desire and intent of the Corporation and each Participant that the covenants and post-employment restrictions contained in this Section 20 shall be enforced to the fullest extent permissible under applicable laws and public policies. Accordingly, if any term or provision of the covenants or post-employment restrictions contained in this Section 20 or any portion thereof is declared illegal or unenforceable by any court of competent jurisdiction, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants so as to render such provision or portion thereof enforceable, and to the extent such provision or portion thereof cannot be rendered enforceable, this Section 20 shall be considered divisible as to such provision, which shall become null and void, leaving the remainder in full force and effect.

(h) Injunctive Relief. In the event of a breach or threatened breach of this Section 20, each Participant agrees that the Corporation will be entitled to injunctive relief in aid of arbitration pursuant to Section 9(b) from a court of appropriate jurisdiction to remedy any such breach or threatened breach.

(i) Notice to New Employers. Before a Participant accepts employment with any other person or entity while any of Section 20(a), (b) or (c) is in effect, the Participant shall provide the prospective employer with written notice of the provisions of Section 20(a), (b) and (c) and will deliver a copy of the notice to the Corporation.

21. *Effective Date*. The Plan shall be effective as of March 1, 2024.

Appendix A
Reduction of Certain Payments by the Corporation

(a) Anything in this Plan to the contrary notwithstanding, in the event it shall be determined that (i) any payment, award, benefit or distribution (or any acceleration of any payment, award, benefit or distribution) by the Corporation (or any of its affiliated entities) or any entity which effectuates a Change in Control (or any of its affiliated entities) to or for the benefit of a Participant (whether pursuant to the terms of this Plan or otherwise) (the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), and (ii) the reduction of the amounts payable to a Participant under this Plan to the maximum amount that could be paid to a Participant without giving rise to the Excise Tax (the "Safe Harbor Cap") would provide a Participant with a greater after tax amount than if such amounts were not reduced, then the amounts payable to the Participant under this Plan shall be reduced (but not below zero) to the Safe Harbor Cap. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing first the payments under paragraph (i) and then paragraph (ii) of Section 3(a) or Section 3(b), as applicable, unless an alternative method of reduction is elected by the Participant within thirty (30) days after first becoming eligible to participate in this Plan.

(b) All determinations required to be made under this Appendix A, including the reduction of the Payments to the Safe Harbor Cap and the assumptions to be utilized in arriving at such determinations, shall be made by a public accounting firm that is retained by the Corporation as of the date immediately prior to the Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations both to the Corporation and the Participant within fifteen (15) business days of the receipt of notice from the Corporation or the Participant that there has been a Payment, or such earlier time as is requested by the Corporation (collectively, the "Determination"). For the avoidance of doubt, the Accounting Firm may use the Option Redetermination amount in determining the reduction of the Payments to the Safe Harbor Cap. Notwithstanding the foregoing, in the event (i) the HRCC shall determine prior to the Change in Control that the Accounting Firm is precluded from performing such services under applicable auditor independence rules or (ii) the Audit Committee of the Board determines that it does not want the Accounting Firm to perform such services because of auditor independence concerns or (iii) the Accounting Firm is serving as accountant or auditor for the person(s) effecting the Change in Control, the HRCC shall appoint another nationally recognized public accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Corporation, and the Corporation shall enter into any agreement reasonably requested by the Accounting Firm in connection with the performance of the services hereunder. If the Accounting Firm determines that no Excise Tax is payable by a Participant, it shall furnish the Participant with a written opinion to such effect, and to the effect that failure to report the Excise Tax, if any, on the Participant's applicable federal income tax return will not result in the imposition of a negligence or similar penalty. In the event the Accounting Firm determines that the Payments shall be reduced to the Safe Harbor Cap, it shall furnish the Participant with a written opinion to such effect. The Determination by the Accounting Firm shall be binding upon the Corporation and the Participant.

In the event that the Corporation determines that the value of any accelerated vesting of stock options held by the Participant shall be redetermined within the context of Treasury Regulation §1.280G-1 Q/A 33 (the "Option Redetermination"), the Participant shall (i) file with the Internal Revenue Service an amended federal income tax return that claims a refund of the overpayment of the Excise Tax attributable to such Option Redetermination and (ii) promptly pay the refunded Excise Tax to the Corporation; provided that the Corporation shall pay on a current basis all reasonable professional fees incurred in the preparation of the Participant's amended federal income tax return. In the event that amounts payable to the Participant under this Plan were reduced pursuant to paragraph (a) and subsequently the Participant determines there has been an Option Redetermination that reduces the value of the Payments attributable to such options, the Corporation

shall pay to the Participant (on the first business day of the calendar month following the month the Option Redetermination is made) any amounts payable under this Plan that were not previously paid solely as a result of the second paragraph of Paragraph (a) up to the Safe Harbor Cap plus interest, from the date the Participant files the amended return as provided above, at the three (3) month Treasury Bill rate.

[NOTE: The following agreement is intended for use for US-based Participants. Non-US-based Participants will be subject to an agreement in the form normally used in the relevant jurisdiction by the Corporation, the effect of which is substantially similar to this Exhibit A.]

EXHIBIT A

FORM OF SEPARATION AGREEMENT AND RELEASE (HEREIN "AGREEMENT")

The Bank of New York Mellon Corporation (the "Corporation") and [NAME] ("Executive") agree as follows:

1. Date of Termination. Executive's employment with the Corporation will terminate effective [DATE] (the "Date of Termination") pursuant to Section 3 of the Corporation's Executive Severance Plan (the "Severance Plan"). Any references to employment with the Corporation (or cessation thereof) for purposes of this Agreement includes employment with any of the Corporation's subsidiaries.

2. Severance Benefits. In consideration for Executive's undertakings herein, the Corporation will make payments and provide benefits in accordance with Section 3 of the Severance Plan (the "Severance Benefits"). The Severance Benefits will be paid or provided in accordance with the Severance Plan. Provision of the Severance Benefits is contingent upon the timely execution of this Agreement by Executive and the non-revocation of the same and Executive's compliance with all terms and conditions of this Agreement, the Severance Plan and any other obligations. Executive agrees that if this Agreement does not become effective, the Corporation shall not be required to provide any Severance Benefits to Executive pursuant to this Agreement or the Severance Plan and shall be entitled to recover any such Severance Benefits already provided (including interest thereon).

3. Confidential Information; Non-Solicitation; Non-Compete. Executive represents that Executive has returned to the Corporation all property or information, including, without limitation, all reports, files, memos, plans, lists, or other records (whether electronically stored or not) belonging to the Corporation or its affiliates, including copies, extracts or other documents derived from such property or information. Executive will immediately forfeit all rights and benefits under this Agreement, the Severance Plan, and any individual equity award agreements including, without limitation, the right to receive or retain any Severance Benefits or to continued vesting of equity, if Executive, directly or indirectly (a) at any time divulges or discloses to any third party or entity any trade secrets or other proprietary or confidential information pertaining to the Corporation or any of its affiliates or uses such secrets or information without the prior written consent of the General Counsel of the Corporation; or (b) breaches any of Executive's post termination obligations to the Corporation pursuant to this Agreement or an individual agreement, including but not limited to non-solicitation, confidentiality and/or non-competition restrictions in Sections 20(a), (b) and (c) of the Severance Plan, Executive's equity award agreements, and, if applicable, other agreements. Executive agrees to the post-employment restrictive covenants contained in Sections 20(a), (b) and (c) of the Severance Plan, acknowledges and agrees that such post-employment restrictive covenants are in full force and effect, and acknowledges and agrees that such post-employment restrictive covenants are incorporated herein by reference as if fully set forth herein (with such interpretive modifications as are necessary to preserve the intent and meaning of such provisions). For the avoidance of doubt, it is understood that to the extent Executive is subject to various restrictive covenants, the most restrictive of such restrictive covenants permitted by law shall apply.

4. Non-Disparagement. In accordance with the Severance Plan, subject to Sections 6 and 7 of this Agreement and to the fullest extent permitted by law, Executive shall not, directly or indirectly, make, issue authorize or publish any comments or statements (orally or in writing) to the media (including without limitation traditional vehicles and social media), to any individual or entity with whom or which the Corporation or any

of its subsidiaries or affiliates has a business relationship, or to any other individual or entity, which disparages, criticizes or otherwise reflects adversely upon the Corporation or any of its subsidiaries or affiliates, its employees, officers or directors.

5. Cooperation. Following the Date of Termination, Executive agrees to fully cooperate with the Corporation to respond to requests by the Corporation for information concerning any past, present or future legal matters, including, but not limited to, litigation, regulatory or investigation proceedings, involving facts or events relating to the Corporation or its subsidiaries that may be within Executive's knowledge. Executive will cooperate fully with the Corporation with respect to any past, present or future legal matters involving facts or events relating to the Corporation or its subsidiaries that may be within Executive's knowledge, to the extent the Corporation reasonably deems Executive's cooperation necessary. Executive will be entitled to reimbursement of reasonable out-of-pocket expenses (not including counsel fees) incurred in connection with fulfilling Executive's obligations under this Section 5. The term "cooperation" does not mean that the Executive must provide information that is favorable to the Corporation; it means only that the Executive will provide information within the Executive's knowledge and possession upon the Corporation's request.

6. Communications with Regulators. Nothing in this Agreement or the Severance Plan prohibits or interferes with Executive's right or the Corporation's right to make any disclosure of relevant and necessary information in any action or proceeding relating to this Agreement or as otherwise required by law or legal process. In addition, nothing in this Agreement or the Severance Plan prohibits or interferes with Executive's or Executive's attorney's right: (a) to initiate communications directly with, or report or disclose possible violations of law or regulation to any governmental agency or entity, legislative body, or any self-regulatory organization, including but not limited to the Department of Justice ("DOJ"), the Securities and Exchange Commission ("SEC"), Financial Industry Regulatory Authority ("FINRA"), the Equal Employment Opportunity Commission ("EEOC"), or Congress (each such agency, entity, body and organization, a "Governmental Authority") and such reports or disclosures do not require prior notice to, or authorization from, the Corporation; or (b) participate, cooperate, or testify in any action, investigation or proceeding with, provide information to, or respond to any inquiry from any Governmental Authority or the Corporation's Legal or Compliance Departments and such communications do not require prior notice to, or authorization from, the Corporation. However, with respect to such communications, reports, participation, cooperation or testimony to Governmental Authorities, as set forth above in clauses (a) and (b) of this paragraph, Executive shall not disclose privileged communications with counsel for the Corporation. The Corporation does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. To the extent permitted by law, upon receipt of a subpoena, court order or other legal process compelling the disclosure of any information, Executive will promptly give advance written notice to the Corporation in accordance with Section 22 of this Agreement so as to provide the Corporation an opportunity to protect its interests in confidentiality to the fullest extent possible, unless the subpoena, court order or other legal process pertains to an action described above in clauses (a) and (b) of this paragraph, in which event no such notice is required. In addition, it is understood that Executive is not required to notify the Corporation of a request for information from any Governmental Authority or of Executive's decision to file a charge with or participate in an investigation conducted by any Governmental Authority. Nothing in this Agreement or in the Severance Plan limits Executive's right to receive an award for information provided to the SEC or any other Governmental Authority.

   Notwithstanding any confidentiality and non-disclosure obligations Executive may have, Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of

law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

7. Filed Actions. Except as permitted in Section 6 or for any charge, complaint, or communication with any Governmental Authority (including but not limited to the SEC), Executive hereby represents that Executive has not filed any action, complaint, charge, grievance or arbitration against the Corporation or any of its affiliates in connection with any matters relating, directly or indirectly, to Executive's employment, and covenants and agrees not to file any such action, complaint or arbitration or commence any other judicial or arbitral proceedings against the Corporation or any of its affiliates with respect to events occurring prior to the termination of Executive's employment with the Corporation or any affiliates thereof. Notwithstanding the foregoing, nothing contained in this Agreement shall prevent Executive from filing a charge or lawsuit challenging the validity of the waiver and release contained herein under Older Workers Benefit Projection Act of 1990 ("OWBPA") with respect to claims under the Age Discrimination in Employment Act of 1967, as amended ("ADEA") but, to the extent Executive successfully challenges the validity of the waiver and subsequently receives any personal or monetary relief in connection with an age discrimination claim, that relief will be offset and reduced by any amounts the Corporation paid Executive pursuant to this Agreement and the Severance Plan. Additionally, Executive understands that nothing contained in this Agreement shall prevent Executive from filing a charge of discrimination with, cooperating or participate in, an investigation or proceeding conducted by the EEOC or a similar state agency; provided, however, Executive will be precluded from recovering monetary damages or any other form of personal relief in connection with any such charge, investigation or proceeding. Nothing in this Agreement or in the Severance Plan limits Executive's right to receive an award for information provided to the SEC or any other Governmental Authority.

8. General Release. In consideration of the valuable consideration received from the Corporation, as set forth more fully in this Agreement and the Severance Plan, Executive, for Executive and for Executive's heirs, executors, administrators, successors and assigns, forever release and discharge the Corporation, its parents, and each and all of their present and former subsidiaries and affiliates, officers, directors, employees, agents, representatives, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers, and each of its and their respective successors and assigns, each and all of them in their personal and representative capacities (herein collectively referred to as the "Released Parties"), from and against any and all legally waivable claims, grievances, injuries, controversies, agreements, covenants, promises, debts, accounts, sums of money, wages, actions, causes of action, suits, arbitrations, attorneys' fees, costs, or any right to any monetary damages or any other form of personal relief, whether known or unknown, in law or in equity, by contract, tort, law of trust or pursuant to federal, state or local statute, regulation, ordinance or common law, which Executive now has, ever has had, or may hereafter have, based upon or arising from any fact or set of facts, whether known or unknown to Executive, by reason of any matter, cause, act or omission arising prior to Executive's signing this Agreement, including, without limitation, those arising out of or in connection with Executive's employment with or termination from the Corporation or any of its subsidiaries. This includes a release to the fullest extent permitted by law of all rights and claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Pregnancy Discrimination Act of 1978, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Equal Pay Act of 1963, the Older Workers Benefit Protection Act of 1990, the Genetic Information Nondiscrimination Act of 2008 ("GINA"), Unformed Services Employment and Reemployment Rights Act ("USERRA"), the Worker Adjustment and Retraining Notification Act of 1989, the Employee Retirement Income Security Act ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), [New York State Constitution, common law of New York, New York State Human Rights Law, New York Equal Pay Law, New York State Civil Rights Law, New York Off-duty Conduct Lawful Activities Discrimination Law, New York State Labor Relations Act, Article 23-A of the New York State Corrections Law, New York Executive Law Section 296(15), New York Whistleblower Statute, New York Family Leave Law, New York Minimum Wage Act,

New York Payment of Wages Law, New York State Sick Leave Law, New York State Paid Family Leave Act, New York State Worker Adjustment and Retraining Notification Act, retaliation provisions of New York Workers' Compensation Law, New York City Human Rights Law, the New York City Earned Safe and Sick Time Act, the City of New York Administrative Code, New Jersey State Constitution, common law of New Jersey, New Jersey Law Against Discrimination, New Jersey Equal Pay Act, New Jersey Civil Rights Law, New Jersey Security and Financial Empowerment Act, New Jersey Conscientious Employee Protection Act, New Jersey Family Leave Act, New Jersey Earned Sick Leave Law, New Jersey Wage and Hour Law, New Jersey Wage Payment Law, New Jersey WARN Laws, Retaliation provisions of New Jersey Workers' Compensation Law, New Jersey Family Leave Insurance provisions of the New Jersey Temporary Disability Benefits Law], as well as any amendments to such laws, and other applicable federal, state or local ordinance, statute, regulation or common law claims regarding employment, discrimination, wages, benefits, termination, retaliation, equal opportunity, breach of contract, harassment, whistleblower (to the fullest extent they may be released under applicable law), defamation or other torts, and claims for attorneys' fees and costs. Executive also understands Executive is releasing any rights or claims concerning bonus(es) and any award(s) or grant(s) under any incentive compensation plan or program.

Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver by Executive of: (a) any claim or right Executive may have under this Agreement and the Severance Plan; (b) any claim or right that may arise after the execution of this Agreement; (c) any vested benefits under the written terms of a qualified employee pension benefit plan; (d) the Corporation's obligations to Executive as a past, present, or future customer or client of the Corporation; (e) any rights which Executive may not release or waive by law; (f) any claim for state unemployment compensation benefits and (g) any indemnification rights Executive may have from Corporation for claims made by third parties against Executive arising out of or in connection with Executive's employment with Corporation.

9. Section 409A. Pursuant to the Severance Plan, this Agreement is intended to comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended, and the parties agree that Section 18 of the Severance Plan is incorporated herein by reference as if fully set forth herein.

10. Executive acknowledges that Executive may later discover facts different from or in addition to those which Executive knows or believes to be true now, and Executive agrees that, in such event, this Agreement shall nevertheless remain effective in all respects, notwithstanding such different or additional facts or the discovery of those facts.

11. This Agreement may not be introduced in any legal or administrative proceeding, or other similar forum, except one concerning a breach of this Agreement or the Severance Plan or as otherwise required by law.

12. Executive acknowledges that Executive has made an independent investigation of the facts, and does not rely on any statement or representation of the Corporation in entering into this Agreement, other than those set forth herein.

13. Executive agrees that, without limiting the Corporation's remedies, should Executive commence, continue, join in, or in any other manner attempt to assert any claim released in connection herewith, or otherwise violate in a material fashion any of the terms of this Agreement, the Corporation shall not be required to make any further payments to Executive pursuant to this Agreement or the Severance Plan and shall be entitled to recover all payments already made by it (including interest thereon), in addition to all damages, attorneys' fees and costs the Corporation incurs in connection with Executive's breach of this Agreement. Executive further agrees that the Corporation shall be entitled to the repayments and recovery of damages described above without waiver of or prejudice to the release granted by Executive in connection with this Agreement, and that Executive's violation or breach of any provision of this Agreement shall forever release and discharge the Corporation from the performance of its obligations arising from this Agreement.

14. Executive has been advised and acknowledges that Executive has been given [twenty-one (21)][forty-five (45)] days to sign this Agreement, Executive has seven (7) days following Executive's signing of this Agreement to revoke and cancel the terms and conditions contained herein, and this Agreement shall not become effective or enforceable until the revocation period has expired on the eighth (8^{th}) day (the "Effective Date").

15. Executive acknowledges that Executive has been advised hereby to consult with, and has consulted with, an attorney of Executive's choice prior to signing this Agreement.

16. Executive acknowledges that Executive has fully read this Agreement, understands the contents of this Agreement, and agrees to its terms and conditions of Executive's own free will, knowingly and voluntarily, and without any duress or coercion.

17. Executive acknowledges and represents that Executive will return prior to the Date of Termination all Corporation-owned property, including but not limited to, all documents and records, materials, policies, procedures, forms and documents, identification cards, credit cards, telephone cards, files, laptops, cell phones, memoranda, keys and other equipment and/or supplies in Executive's possession, custody or control and all copies thereof, that Executive will not retain such item in Executive's possession, custody or control following the Date of Termination, and Executive understands that the Corporation has relied upon Executive's representation and that the return of such property is an express condition of this Agreement. Executive may retain all benefits-related documents pertaining to Executive.

18. Executive understands that this Agreement includes a final general release and restrictive covenants related to confidentiality, non-solicitation and non-competition (including the confidentiality, non-solicitation and/or non-competition restrictions contained in the Severance Plan incorporated herein by reference and any confidentiality, non-solicitation and/or non-competition restrictions contained in an individual equity award or other agreement between Executive and the Corporation, which are incorporated herein by reference), and that Executive can make no further claims against the Corporation or the persons listed in Section 8 of this Agreement relating in any way, directly or indirectly, to Executive's employment. Executive also understands that this Agreement precludes Executive from recovering any damages or other relief as a result of any lawsuit, grievance, charge or claim brought on Executive's behalf against the Corporation or the persons listed in Section 8 of this Agreement.

19. Notwithstanding any provision to the contrary herein, Executive agrees that the restrictive covenants related to confidentiality, non-solicitation and non-competition contained in this Agreement are reasonable under the circumstances, valid in duration and scope, and necessary to protect the Corporation's confidential information. It is the desire and intent of the parties, and Executive agrees, that the restrictive covenants related to confidentiality, non-solicitation and non-competition contained in this Agreement shall be enforced to the fullest extent permissible under applicable laws and public policies. Accordingly, if any term or provision of the restrictive covenants related to confidentiality, non-solicitation and non-competition contained in this Agreement or any portion thereof is declared illegal or unenforceable by any court of competent jurisdiction, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants so as to render such provision or portion thereof enforceable, and to the extent such provision or portion thereof cannot be rendered enforceable, this Agreement shall be considered divisible as to such provision, which shall become null and void, leaving the remainder in full force and effect.

20. Executive acknowledges that Executive is receiving adequate consideration (that is in addition to what Executive is otherwise entitled to) for signing this Agreement.

21. This Agreement and the Severance Plan constitute the complete understanding between Executive and the Corporation regarding the subject matter hereof and thereof, unless otherwise specifically mentioned in this

Agreement. No other promises or agreements regarding the subject matter hereof and thereof will be binding unless signed by Executive and the Corporation. Neither Executive nor the Corporation has made any representations, promises or statements to induce the other to enter into this Agreement, and both Executive and the Corporation specifically disclaim reliance, and represent that there has been no reliance, on any such representations, promises or statements and any rights arising therefrom.

22. Executive and the Corporation agree that all notices or other communications required or permitted to be given under the terms of this Agreement shall be given in accordance with Section 8 of the Severance Plan.

23. Executive and the Corporation agree that any disputes relating to any matters covered under the terms of this Agreement shall be resolved in accordance with Section 9 of the Severance Plan.

24. By entering into this Agreement, the Corporation does not admit and specifically denies any liability, wrongdoing or violation of any law, statute, regulation or policy, and it is expressly understood and agreed that this Agreement is being entered into solely for the purpose of amicably resolving all matters of any kind whatsoever between Executive and the Corporation.

25. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the relevant provision (or portion thereof) shall be construed or modified so as to provide the Corporation with the maximum protection that is lawful and enforceable, consistent with the intent of the parties in entering this Agreement. If the relevant provision (or portion thereof) cannot be construed or modified to render it lawful and enforceable, the unlawful or unenforceable provision shall be construed as narrowly as possible and shall be severed from the remainder of the relevant provision(s), and the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

26. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

27. Unless expressly specified elsewhere in this Agreement, this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflict of law.

28. This Agreement may be executed in one or more counterparts.

Corporation	Executive
By: _____	_____
Date: _____	Date:_____

Exhibit 21.1

THE BANK OF NEW YORK MELLON CORPORATION
PRIMARY SUBSIDIARIES
DEC. 31, 2023

The following are primary subsidiaries of The Bank of New York Mellon Corporation as of Dec. 31, 2023 and the states or jurisdictions in which they are organized. The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of Dec. 31, 2023, a "significant subsidiary" as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934, as amended.

- BNY Capital Markets Holdings, Inc. – State of Incorporation: New York
- BNY International Financing Corporation – Incorporation: United States
- BNY Mellon Capital Markets, LLC – State of Organization: Delaware
- BNY Mellon Fund Management (Luxembourg) S.A. – Incorporation: Luxembourg
- BNY Mellon Fund Managers Limited – Incorporation: England
- BNY Mellon IHC, LLC – State of Organization: Delaware
- BNY Mellon International Asset Management Group Limited – Incorporation: England
- BNY Mellon International Asset Management (Holdings) Limited – Incorporation: England and Wales
- BNY Mellon Investment Adviser, Inc. (formerly The Dreyfus Corporation) – State of Incorporation: New York
- BNY Mellon Investment Management EMEA Limited – Incorporation: England
- BNY Mellon Investment Management Europe Holdings Limited – Incorporation: England
- BNY Mellon Investment Management (Jersey) Limited – Incorporation: Jersey
- BNY Mellon, National Association – Incorporation: United States
- Insight Investment Management (Global) Limited – Incorporation: England
- Insight Investment Management (Europe) Limited (formerly Insight Investment Management (Ireland) Limited) – Incorporation: Ireland
- Insight Investment Management Limited – Incorporation: England
- MBC Investments Corporation – State of Incorporation: Delaware
- PAS Holdings LLC – State of Organization: Delaware
- Pershing Advisor Solutions LLC – State of Organization: Delaware
- Pershing Group LLC – State of Organization: Delaware
- Pershing LLC – State of Organization: Delaware
- The Bank of New York Mellon – State of Organization: New York
- The Bank of New York Mellon (International) Limited – Incorporation: England
- The Bank of New York Mellon SA/NV – Incorporation: Belgium
- Walter Scott & Partners Limited – Incorporation: Scotland

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements, as amended:

Form	Registration Statement	Filer
S-8	333-271267	The Bank of New York Mellon Corporation
S-8	333-267167	The Bank of New York Mellon Corporation
S-8	333-233308	The Bank of New York Mellon Corporation
S-8	333-198152	The Bank of New York Mellon Corporation
S-8	333-174342	The Bank of New York Mellon Corporation
S-8	333-171258	The Bank of New York Mellon Corporation
S-8	333-150324	The Bank of New York Mellon Corporation
S-8	333-150323	The Bank of New York Mellon Corporation
S-8	333-149473	The Bank of New York Mellon Corporation
S-8	333-144216	The Bank of New York Mellon Corporation
S-3	333-261575	The Bank of New York Mellon Corporation

of our reports dated February 28, 2024, with respect to the consolidated financial statements of The Bank of New York Mellon Corporation and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

New York, New York
February 28, 2024

Exhibit 24.1

POWER OF ATTORNEY

THE BANK OF NEW YORK MELLON CORPORATION

Know all men by these presents, that each person whose signature appears below constitutes and appoints J. Kevin McCarthy and Jean Weng, and each of them, such person's true and lawful attorney-in-fact and agent, with full power of substitution and revocation, for such person and in such person's name, place and stead, in any and all capacities, to sign one or more Annual Reports on Form 10-K pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, for The Bank of New York Mellon Corporation (the "Corporation") for the year ended December 31, 2023, and any and all amendments thereto, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission and with the New York Stock Exchange, Inc., granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents and each of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

This power of attorney shall be effective as of February 12, 2024 and shall continue in full force and effect until revoked by the undersigned in a writing filed with the secretary of the Corporation.

/s/ Linda Z. Cook
Linda Z. Cook, Director

/s/ Ralph Izzo
Ralph Izzo, Director

/s/ Joseph J. Echevarria
Joseph J. Echevarria, Director

/s/ Sandra E. O'Connor
Sandra E. O'Connor, Director

/s/ M. Amy Gilliland
M. Amy Gilliland, Director

/s/ Elizabeth E. Robinson
Elizabeth E. Robinson, Director

/s/ Jeffrey A. Goldstein
Jeffrey A. Goldstein, Director

/s/ Alfred W. Zollar
Alfred W. Zollar, Director

/s/ K. Guru Gowrappan
K. Guru Gowrappan, Director

Exhibit 31.1

CERTIFICATION

I, Robin Vince, certify that:

1. I have reviewed this annual report on Form 10-K of The Bank of New York Mellon Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ Robin Vince

Name: Robin Vince
Title: Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Dermot McDonogh, certify that:

1. I have reviewed this annual report on Form 10-K of The Bank of New York Mellon Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ Dermot McDonogh

Name: Dermot McDonogh
Title: Chief Financial Officer

Exhibit 32.1

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of The Bank of New York Mellon Corporation ("BNY Mellon"), hereby certifies, to his knowledge, that BNY Mellon's Annual Report on Form 10-K for the year ended December 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of BNY Mellon.

Dated: February 28, 2024

/s/ Robin Vince

Name: Robin Vince

Title: Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

Exhibit 32.2

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of The Bank of New York Mellon Corporation ("BNY Mellon"), hereby certifies, to his knowledge, that BNY Mellon's Annual Report on Form 10-K for the year ended December 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of BNY Mellon.

Dated: February 28, 2024

/s/ Dermot McDonogh

Name: Dermot McDonogh

Title: Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

Exhibit 97.1

Recovery of Erroneously Awarded Incentive-Based Compensation Policy

Effective Date	December 1, 2023

1. Summary

The Bank of New York Mellon Corporation (the "Firm") has adopted this Policy for the Recovery of Erroneously Awarded Incentive-Based Compensation to provide for the recovery or “clawback” of certain incentive compensation in the event of a Restatement. Certain terms used in this Policy are defined in Section 8 below.

2. Purpose

This Policy is intended to comply with, and will be interpreted to be consistent with, the requirements of Section 303A.14 of the NYSE Listing Standard.

3. Applicability/Scope

3.1. Covered Persons and Recovery Period

This Policy applies to all Incentive-Based Compensation received by a person:

- after beginning service as an Executive Officer,
- who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation,
- while the Firm has a class of securities listed on a national securities exchange, and
- during the Recovery Period.

Notwithstanding this look-back requirement, the Firm is only required to apply this Policy to Incentive-Based Compensation received on or after October 2, 2023.

For purposes of this Policy, Incentive-Based Compensation shall be deemed “received” in the Firm’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

3.2. Transition Period

In addition to the Recovery Period, this Policy applies to any Transition Period, provided that a Transition Period between the last day of the Firm’s previous fiscal year end and the first day of the Firm’s new fiscal year that comprises a period of nine to 12 months will be deemed a completed fiscal year.

3.3. Determining the Recovery Period

For purposes of determining the relevant Recovery Period, the date that the Firm is required to prepare the Restatement is the earlier to occur of:

- the date the Board, a committee of the Board, or the officer or officers of the Firm authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Firm is required to prepare a Restatement, and
- the date a court, regulator, or other legally authorized body directs the Firm to prepare a Restatement.

For clarity, the Firm’s obligation to recover erroneously awarded Incentive-Based Compensation under this Policy is not dependent on if or when a Restatement is filed.

4. Provisions of the Policy

The Firm shall recover reasonably promptly the amount of erroneously awarded Incentive-Based Compensation in the event that the Firm is required to prepare a Restatement.

The Firm shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent provided under 4.2 below.

4.1. Amount Subject to Recovery

4.1.1. Recoverable Amount.

The amount of Incentive-Based Compensation subject to recovery under this Policy is the amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed without regard to any taxes paid.

4.1.2. Covered Compensation Based on Stock Price or TSR.

For Incentive-Based Compensation based on stock price or TSR, where the amount of erroneously awarded Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the recoverable amount shall be determined by the Committee based on the Firm's reasonable estimate of the effect of the Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received. In such event, the Firm shall maintain documentation of the determination of that reasonable estimate and provide such documentation to NYSE.

4.2. Exceptions

The Firm shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent that the conditions of Sections 4.2.1 or 4.2.2 set out below are met and the Committee has made a determination that recovery would be impracticable:

4.2.1. Direct Expense Exceeds Recoverable Amount

The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided, however, that before concluding it would be impracticable to recover any amount of erroneously awarded Incentive-Based Compensation based on expense of enforcement, the Firm shall make a reasonable attempt to recover such erroneously awarded Incentive-Based Compensation, document such reasonable attempt(s) to recover, and provide that documentation to NYSE.

4.2.2. Recovery from Certain Tax-Qualified Retirement Plans

Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Firm and/or its subsidiaries and affiliates, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

4.3. Method of Recovery

The Committee will have discretion in determining how to accomplish recovery of erroneously awarded Incentive-Based Compensation under this Policy, recognizing that different means of recovery may be appropriate in difference circumstances.

4.4. Prohibition Against Indemnification

Notwithstanding the terms of any indemnification arrangement or insurance policy with any individual covered by this Policy, the Firm shall not indemnify any Executive Officer or former Executive Officer against the loss of erroneously awarded Incentive-Based Compensation, including any payment or reimbursement for the cost of insurance obtained by any such covered individual to fund amounts recoverable under this Policy.

4.5 Disclosure

The Firm shall file all disclosures with respect to this Policy and recoveries under this Policy in accordance with the requirements of the U.S. Federal securities laws, including the disclosure required by the applicable SEC filings.

4.6 Other Recoupment Rights

Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Firm and its subsidiaries and affiliates under applicable law, regulation or rule or pursuant to the terms of any similar policy, plan or program or similar provision in any employment agreement, equity award agreement or similar agreement and any other legal remedies available to the Firm and its subsidiaries and affiliates. In the event of any conflict or overlap between the provisions of this Policy, on the one hand, and the provisions of any other policy for clawback or recoupment of incentive compensation maintained by the Firm, on the other hand, the provisions of this Policy shall control.

5. Governance and Responsibilities

5.1. HR Compensation Committee

- Administers the Policy
- Any determinations made by the Committee (or its delegate(s)) shall be final, binding and conclusive on all affected individuals and need not be uniform with respect to each individual covered by this Policy.

5.2. Legal

- Legal provides Advice and Counsel as it relates to a clawback pursuant to this Policy.

6. Adherence and Control

This Policy shall be administered by the Committee. Any determinations made by the Committee (or its delegate(s)) shall be final, binding and conclusive on all affected individuals and need not be uniform with respect to each individual covered by this Policy.

7. Addendum(s)

N/A

8. Appendices

8.1 Definitions

Unless the context otherwise requires, the following definitions apply for purposes of this Policy:

Term	Definition/Meaning of Term
Board	The Firm's Board of Directors
Committee	The Human Resources and Compensation Committee of the Board.
Executive Officer	Each individual who is or was designated as an "officer" of the Firm in accordance with Section 303A.14(e) of the NYSE Listing Standard. Identification of an executive officer for purposes of this Policy will include at a minimum executive officers identified pursuant to 17. C.F.R. 229.401(b).
Financial Reporting Measure	Any of the following: (i) measures that are determined and presented in accordance with the accounting principles used in preparing the Firm's financial statements, and any measures that are derived wholly or in part from such measures, (ii) stock price and (iii) TSR. A Financial Reporting Measure need not be presented within the Firm's financial statements or included in a filing with the SEC.
Firm	The Bank of New York Mellon Corporation.
Incentive-Based Compensation	Any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
NYSE	The New York Stock Exchange.
NYSE Listing Standard	NYSE Listed Firm Manual.
Recovery Period	The three completed fiscal years of the Firm immediately preceding the date that the Firm is required to prepare a Restatement
Restatement	An accounting restatement due to the material noncompliance of the Firm with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
SEC	The Securities and Exchange Commission.
Transition Period	A transition period (that results from a change in the Firm's fiscal year) within or immediately following the Recovery Period.
TSR	Total shareholder return.

8.2. Document Governance

8.2.1. Periodic Review

This Policy will have a mandatory periodic review of 24 months.

The Committee must approve and they may amend this Policy from time to time and may terminate this Policy at any time, in each case in its sole discretion.