



SUPPLEMENTAL TERMS AND CONDITIONS FOR ACCESS TO AND USE OF GMO'S NEEDS BASED ALLOCATION TOOL

GMO's Needs-Based Allocation Tool ("Allocation Tool") and any information, including any asset class percentage allocations and glidepaths, produced by the Allocation Tool ("Results") are intended for use only by those companies (each, a "Company") that have entered into an agreement with GMO and by Company's employees authorized by the Company to access the Allocation Tool (each, an "Authorized User"). By accessing and/or using GMO's, each Company and Authorized User ("you") agrees to these Terms and Conditions in addition to any additional terms included in the agreement with GMO (collectively, the "Agreement"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Company's agreement with GMO.

1. Use of Allocation Tool

- a. The Allocation Tool is dynamic and you acknowledge and agree that GMO may change or modify the Allocation Tool at any time. You agree that GMO may prevent or restrict access to and use of the Allocation Tool by any Authorized User that GMO believes is not complying with these Terms and Conditions.
 - b. Company must identify each Authorized User who will be authorized by Company to have access to and use the Allocation Tool and Results on behalf of Company. Company will only permit Authorized Users to access and use the Allocation Tool and assumes responsibility for compliance by each Authorized User with the terms of the Agreement. GMO has no obligation to verify the identity of any person who gains access to the Allocation Tool by means of Company's access credentials. Company is solely responsible for monitoring access to and use of the Allocation Tool with credentials issues to the Company and its Authorized Users. A failure to comply with the Agreement by an Authorized User is a failure by Company. Company must immediately take all necessary steps, including providing notice to GMO, to effect the termination of access for any Authorized User (i) upon the Authorized User's termination of access rights (whether due to termination of employment or otherwise), (ii) if there is any compromise in the security of log-in credentials, or (iii) if unauthorized use is suspected or has occurred.
 - c. If Company believes that any person or entity (including Authorized Users or other employees, agents, or contractors of Company) is taking or threatens to take any action (or inaction) that would violate any of the provisions of the Agreement, Company will immediately notify GMO of that action (or inaction) and GMO may take action to prevent the violation including suspending Company's access to the Allocation Tool and Results. Company agrees to cooperate in all ways requested by GMO to protect the Allocation Tool, and GMO's intellectual property and proprietary rights in and to the Allocation Tool and Results.
 - d. GMO is not responsible for the transfer of any data provided by Company, including information about the Company and Company's clients, ("Company Client Data") over telecommunications facilities, including the Internet. GMO does not warrant secure operation of the Allocation Tool or that security technologies will be able to prevent disruption to any Allocation Tool. GMO does not warrant that the Allocation Tool will be error-free, or will function without interruption or that all defects will be corrected.
 - e. Company acknowledges that the Allocation Tool is not intended to be used for purposes of archiving or backing-up Company Client Data or Results and Company will not use the Allocation Tool for those purposes.
 - f. Company represents and warrants that (a) it has obtained all rights to use systems, software, or any other tangible or intangible property owned by persons or entities that are necessary for Company to access the Allocation Tool and Results; (b) it will maintain confidentiality of Results and Authorized User log-in credentials (e.g., user identification(s), code(s), password(s), procedure(s) and user keys); (c) data input by Authorized Users is free of all viruses, Trojan horses, and other elements which could interrupt or harm the systems or Allocation Tool used by GMO or its contractors to provide the Allocation Tool and Results; and (d) Company,
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Authorized Users, and all Company Client Data will comply with all applicable requirements and procedures made known to Company by GMO through the Allocation Tool or otherwise. Company will, and will require Authorized Users to, change all log-in credentials used to access the Allocation Tool at regular intervals. If Company believes a third party may have obtained knowledge of an Authorized User's password, Company will notify GMO immediately and promptly change the password.

2. Restrictions and Unauthorized Conduct

- a. You may not decompile, decipher, disassemble, translate, reverse engineer, or otherwise attempt to access source code of the Allocation Tool, except as expressly permitted by applicable law notwithstanding this limitation.
- b. You may not distribute, rent, lease, lend, transfer, sublicense, disclose, or otherwise provide or permit access to the Allocation Tool or the Results to or by any third party or use the Allocation Tool or Results for the benefit of any third party, including on an outsourced basis or by acting as a service bureau or provider of a time sharing service.
- c. You may not modify or create derivative works of the Allocation Tool or Results in whole or in part.
- d. You may not remove, alter, or obscure any disclosures (including disclosures regarding the Results and its intended use), proprietary notices or labels on the Allocation Tool or Results.
- e. You may not make any use of the Allocation Tool or Results that violates any applicable local, state, national, international or foreign law.
- f. You may not upload any data, content, or information to the Allocation Tool or otherwise provide any content, data or information to GMO that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive or another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable.
- g. You may not use the Allocation Tool or Results in any manner that infringes the intellectual property, proprietary, or privacy rights of any third party.
- h. You may not interfere with, disrupt, or compromise the Allocation Tool or any GMO or third party system used to host the Allocation Tool or Results or the privacy or security of any of the foregoing, or of any other equipment or networks used to provide the Allocation Tool or Results.
- i. You may not circumvent the user authentication or security of the Allocation Tool or any host, network, or account related thereto.
- j. You may not use any application programming interface to access the Allocation Tool.
- k. You may not copy or otherwise duplicate the Allocation Tool.

3. Export Restrictions

You and the Company acknowledge that the Allocation Tool is of U.S. origin and subject to U.S. export jurisdiction. You and Company agree to comply with all applicable international and national laws that apply to the Allocation Tool, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. or other governments. Without limiting the generality of the foregoing, Company will not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Allocation Tool or any technical data (including processes and services) received from GMO, without first obtaining any license required by the applicable government, including without limitation, the United States government acting under the authority of the Export Administration Act and implementing Export Administration Regulations, and/or any other applicable competent authority. By accepting the Allocation Tool, Company agrees that none of the Allocation Tool obtained from GMO will be sold or otherwise transferred to any US-embargoed destination or any entity

subject to a US denial order or to any person, company or entity if Company knows or has reason to believe that they will be re-exported, sold or transferred in violation of US or other applicable law or regulations. Company also certifies that none of the Allocation Tool will be sold or otherwise transferred to or made available for any entity or end use that is engaged in the design, development, production, stockpiling or use of nuclear, biological or chemical weapons or missile technology, or for any entity with specific end use that is engaged in conventional weapons or any other military activities.

4. Exclusion of Certain Damages; Disclaimer. The provisions below survive the termination of the Agreement.

IN NO EVENT WILL GMO OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO COMPANY'S COMPUTER SYSTEM OR OTHER SYSTEMS, LOSS OF DATA, GOODWILL, USE, OR OTHER LOSSES) ARISING OUT OF THIS AGREEMENT, THE ALLOCATION TOOLS, SOFTWARE, SERVICES, INFORMATION, MATERIALS, OR ANY RESULTS.

COMPANY'S SOLE AND EXCLUSIVE REMEDY AND GMO'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES OR OBLIGATIONS RELATED TO OR ARISING FROM THE ALLOCATION TOOL, SOFTWARE, SERVICES, INFORMATION, MATERIALS, OR ANY RESULTS PROVIDED BY GMO OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT IS TO OBTAIN ITS DIRECT DAMAGES UP TO THE AMOUNT ACTUALLY PAID BY COMPANY TO GMO FOR THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR, IF NO FEES ARE PAID, \$100. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMITATION ON DAMAGES.

ANY EXCLUSION OF DAMAGES IN THIS AGREEMENT IS INDEPENDENT OF COMPANY'S EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT AND IT SURVIVES EVEN IF THE EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE IS DEEMED UNENFORCEABLE. EACH OF THE LIMITATIONS OF LIABILITY IN THE AGREEMENT APPLIES WITHOUT REGARD TO WHETHER LOSS, LIABILITY, OR DAMAGE ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) FAULT OR TORT, INCLUDING NEGLIGENCE AND MISREPRESENTATION, (D) STRICT LIABILITY, OR (E) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT THE EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

THE ALLOCATION TOOL AND RESULTS ARE PROVIDED ON AN "AS IS " AND "AS AVAILABLE" BASIS FOR COMPANY'S EDUCATIONAL AND RESEARCH PURPOSES ONLY AND ANY DECISIONS MADE IN RELIANCE ON THE ALLOCATION TOOL OR RESULTS WILL BE ENTIRELY THE RESPONSIBILITY OF THE COMPANY AND WILL BE MADE BY COMPANY AT ITS OWN RISK. COMPANY ACCEPTS RESPONSIBILITY FOR, AND ACKNOWLEDGES IT EXERCISES ITS OWN INDEPENDENT JUDGMENT IN ITS USE OR INTENDED USE OF THE ALLOCATION TOOL, RESULTS, AND ANY OTHER INFORMATION OBTAINED FROM THE ALLOCATION TOOL. THE ALLOCATION TOOL AND RESULTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, GMO MAKES NO AND DISCLAIMS ALL PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE FOREGOING INCLUDING ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

5. Additional Representations, Acknowledgments, and Agreements of Company.

- a. Company represents that it is (i) a U.S. registered broker-dealer, U.S. registered investment adviser, U.S. bank, insurance company doing business in more than one state or a representative of any such entity acting in such capacity; (ii) capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies; and (iii) duly registered or licensed under applicable laws, regulations,

and self-regulatory rules, as applicable, to provide and/or discuss Results and the securities and other investment products discussed therein with Company Clients.

- b. Company acknowledges and agrees that (i) Company will be solely responsible for investment decisions and implementation thereof arising from Company's use of the Allocation Tool, including selecting investments and broker-dealers to execute trades for Company Client accounts; and (ii) the Results and/or use of the Allocation Tool may not be suitable for all Company Clients and may not represent a complete investment program.
- c. Company acknowledges and agrees that (i) GMO provides the Allocation Tool for educational and research purposes only; and (ii) the Allocation Tool and the Results are not "investment advice" (as such term is defined in the Advisers Act), recommendations, or an offering of any services, securities or products for sale. Neither GMO nor its personnel provide tax or legal advice and neither the Allocation Tool nor the Results shall be construed as providing tax or legal advice.
- d. Company acknowledges and agrees that it is solely responsible for the accuracy and/or completeness of the data and information provided to GMO, through the Allocation Tool or otherwise, and which may be reflected in the Results. GMO assumes no responsibility for the accuracy of such data and information.
- e. Company acknowledges and agrees that (i) the Results are current only as of the date of its production; (ii) the information reflected in the Results may be superseded by subsequent market events, updates to the Allocation Tool or otherwise, including changes in a Company Client's personal circumstances; (iii) and GMO assumes no duty to update the Results or to notify Company of subsequent changes.
- f. Company acknowledges and agrees that GMO does not guarantee: (i) any level of performance in connection with Company's use of the Allocation Tool; (ii) that the Allocation Tool will be successful; or (iii) that Company or any Company client will meet any investment goal. Any investment involves a degree of risk, including the risk of loss of the entire amount invested.

6. Data Privacy and Processing Addendum

This Data Privacy and Processing Addendum applies to any and all activities associated with the Agreement, in whose scope GMO Processes Personal Data on behalf of Company, but only to the extent (i) such Personal Data pertains to data subjects in the European Economic Area or California and/or (ii) GMO is otherwise subject to a Privacy Law.

a. **Personal Data**

- i. Company represents and warrants that it will utilize Personal Data, regardless of its source, within the Allocation Tool only as reasonably necessary to fulfill its fiduciary obligations to the applicable Company Client. To the extent Company is able to utilize Personal Data on an anonymized or de-identified basis, it will undertake reasonable efforts to do so.
- ii. This Data Processing Addendum shall only apply to any Personal Data shared by the Company with GMO under the Agreement that is subject to an applicable Privacy Law.

b. **Customer as Data Controller**

- i. As between the parties, Company is a Data Controller in respect of the Processing of Personal Data and GMO is a Data Processor.
- ii. Each party warrants to the other that it will not act in such a way to cause the other party to breach any of its obligations under this Addendum.

c. **GDPR**

- i. GMO will comply with GMO's applicable obligations as a Data Processor under the GDPR, including those requirements set out in Articles 28 (Processor), 29 (Processing under the authority of the controller or processor), 31 (Cooperation with the supervisory authority) and 32 (Security of processing) of the GDPR.
 - ii. GMO will promptly notify Company in the event GMO becomes aware of a relevant Personal Data breach and provide reasonable assistance to Company in Company's notification of that Personal Data breach to the relevant supervisory authority and those data subjects affected as set out in Articles 33
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(Notification of a personal data breach to the supervisory authority) and 34 (Communication of a personal data breach to the data subject) of the GDPR.

- iii. GMO will not disclose or use Personal Data except in accordance with Company's lawful instructions, to carry out GMO's obligations under, or as otherwise permitted pursuant to the terms of, the underlying Agreement with Company and to comply with applicable law, including the GDPR.
- iv. GMO will only transfer Personal Data to its affiliates and subcontractors that have executed a data protection agreement containing privacy and security terms that are materially similar to those contained herein.
- v. GMO (a "data importer") and Company (a "data exporter") agree to enter into the Standard Contractual Clauses without modification in respect of any transfer of Personal Data from the EU into the United States.

d. **CCPA**

To the extent GMO processes "personal information", as defined by the CCPA, the parties agree as follows:

- i. GMO is a service provider.
- ii. Company discloses personal information to GMO solely for GMO to perform the services as further described in the Agreement.
- iii. GMO is prohibited from: (i) selling the personal information; (ii) retaining, using, or disclosing the personal information for any purpose other than for the specific purpose of performing the services provided under the Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services under the Agreement; and (iii) retaining, using, or disclosing the personal information outside of the direct business relationship between GMO and Company.
- iv. GMO understands the restrictions set forth in Section c above and certifies that it will comply with the same.

e. **Definitions**

- i. "CCPA" means the California Consumer Privacy Act of 2018.
 - ii. "Privacy Laws" means the CCPA and the GDPR.
 - iii. "GDPR" means (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (ii) all relevant European Union member state laws or regulations giving effect or corresponding with the GDPR; (iii) the laws, regulations, or other binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of the European Union, European Economic Area, Switzerland, and the United Kingdom that govern or apply to personal data; and (iv) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority and binding under applicable law.
 - iv. "Personal Data" means any information relating to an identified or identifiable natural person that has been provided by Company to GMO under the Agreement.
 - v. "Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
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