



Confidentiality Agreement

I understand, acknowledge and agree that in the course of my assignment at State Street Corporation or any of its direct or indirect affiliates or subsidiaries (in aggregate or on an individual basis, "State Street"), I may have access to certain hardware, equipment, appliances, software and/or other confidential and/or proprietary materials, information and/or data that is property of State Street and/or its clients, contractors, consultants, licensors, suppliers, or agents.

I will not divulge, disclose or communicate to any person, business or entity any or all confidential and/or proprietary materials, information and/or data or any or all trade secrets, trade knowledge, formulas, processes, programs, training aids, printed materials, methods, books, records, client files, policies and procedures and other information relating to the operation of State Street, or any or all discoveries, inventions or improvements thereof made or conceived by myself or others for State Street whether or not protected by any intellectual property right, except as (i) expressly permitted in writing by State Street, or (ii) as specifically permitted under the terms of any written agreement between State Street and the entity on whose behalf I am fulfilling my assignment at State Street. I will not initiate, facilitate, enable or assist with any unauthorized attempts to intercept data in transmission or any attempt to gain unauthorized access to data systems or files.

I will keep strictly confidential and will not, at any time, for my own or any other person's benefit, use, copy, sell, assign, license, market, transfer or otherwise dispose of, give or disclose any confidential and/or proprietary materials, information and/or data relating to the business, planning or research activities of State Street and/or any of its clients, contractors, consultants, licensors, suppliers or agents except as expressly permitted hereunder.

I understand, acknowledge and agree that any breach or threatened breach of the terms and conditions of this Confidentiality Agreement ("Agreement") may cause not only financial harm, but irreparable harm to State Street, and money damages may not provide an adequate remedy. In the event of a breach or threatened breach of this Agreement by me, State Street shall be entitled to seek an injunction (without the necessity of posting any bond or surety) restraining or preventing me from disclosing or using, in whole or in part, any confidential and/or proprietary materials, information and/or data.

The terms of this Agreement do not apply to any information that is (a) previously known to me without an obligation of confidence or without breach of this Agreement or any other agreement between State Street and the entity on whose behalf I am fulfilling my assignment at State Street, (b) publicly disclosed either prior to or subsequent to my receipt of such information, or (c) rightfully received by me from a third party that does not have any confidentiality obligations to State Street.

I acknowledge that I have assigned all of my right, title and interest in any work performed by me and all deliverables and products created by me or jointly by me and any other party to my employer or to the entity on whose behalf I am fulfilling my assignment at State Street, except, to the extent and in the event that the agreement between State Street and the entity on whose behalf I am fulfilling my assignment at State Street assigns any such rights to State Street. I understand, acknowledge and agree that State Street and my employer or the entity on whose behalf I am fulfilling my assignment at State Street have agreed as to ownership of such work product and deliverables separately in writing. In any event, I will not pursue any ownership or other interest in such work product or deliverables, including, without limitation, any intellectual property rights therein.

I agree to comply with State Street's policies, controls and/or procedures relating to my access to State Street's facilities, systems and applications that have been provided to me, I have been made aware of and/or enabled to comply with, including, without limitation, those relating to corporate information security, physical security, data protection and privacy. I will act to protect the confidentiality, integrity and availability of materials, information and/or data and assets belonging to State Street and/or any of its clients, contractors, consultants, licensors, suppliers or agents by adhering to the following:

- I will not share my State Street IDs, passwords, tokens and/or other authentication information or methods with anyone or use it for personal accounts.
- I will not store or send State Street data or intellectual property to personal email accounts, any public location, social media sites, help forums or blogs (e.g. Drop Box, Google Docs, Facebook, and Skype etc.).
- I will not use State Street resources, including, without limitation, computers, software, proprietary information and/or telecommunications equipment for any activity not related to State Street business.
- I will not copy, download or store State Street data, information, materials and/or intellectual property to removable data devices unless authorized and the device has been approved by State Street.



- I will return all assets of State Street and/or any of its clients, contractors, consultants, licensors, suppliers or agents, including, without limitation, any equipment, hardware, software, documentation, materials, data and/or information, upon termination or completion of my assignment with State Street.
- I will complete the required information security and/or privacy training provided or otherwise made available by State Street within the required timeframe.
- I will only access State Street network through an approved connection (e.g. ASG, SSL VPN etc.) provided or otherwise made available or known to me by State Street.
- I will not print, copy or transmit data, information, materials and/or intellectual property of State Street and/or any of its clients, contractors, consultants, licensors, suppliers or agents outside of State Street facilities and/or State Street systems and/or networks.
- I will not initiate, facilitate, enable or assist with any unauthorized attempts to access data of State Street and/or any of its clients, contractors, consultants, licensors, suppliers or agents.
- I will keep all assigned mobile devices that connect to State Street in my possession at all times or in a secure location.
- I will immediately cease access to State Street's systems and applications upon termination or completion of my assignment with State Street.

I hereby agree that I will not publicize, disclose or allow disclosure of any information (whether or not confidential or non-public) about State Street, its present or former directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and/or policies or procedures, to any reporter, author, producer or similar person or entity, or take any other action seeking to publicize or disclose any such information in any way likely to result in such information being made available to the general public in any form, including, without limitation, books, articles or writings of any other kind, film, videotape, audiotape or any other medium. I also agree not to use, without the prior written consent of State Street, in each instance, the name of State Street or any trade name, trademark, trade device, service mark and/or symbol of State Street.

I understand, acknowledge and agree that nothing in this Agreement or any other State Street agreement or policy shall limit my right under applicable law to provide information I reasonably believe to be true to the appropriate governmental authority, including a regulatory, judicial, administrative or other governmental entity, or preclude me from filing a charge with or participating in any investigation or proceeding conducted by any such governmental authority.

I understand, acknowledge and agree that I am not an employee of State Street for any purpose and that I am not entitled to exercise any rights, or seek any benefit, accruing to the regular employees of State Street by virtue of the services rendered by me to State Street or otherwise. I agree to provide any assistance reasonably necessary to State Street in investigating any suspicious, illegal or fraudulent activities, security breaches or similar situations.

This Agreement will be governed and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court or other competent tribunal to be illegal, invalid or unenforceable, then that provision will not be voided but enforced to the maximum extent allowed, and the remainder of the Agreement will remain in full force and effect.

I have read and hereby acknowledge that I understand and agree to this Agreement.

Print Name

Signature

Date

Information Classification: Limited Access