

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, 2022

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

*(State or other jurisdiction of
incorporation or organization)*

13-2614959

*(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
Non-accelerated filer

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, 2022, the aggregate market value of the registrant's common stock, \$0.01 par value per share, held by non-affiliates of the registrant was \$33,679,182,544.

As of January 31, 2023, 804,200,938 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 2023 Proxy Statement – Part III

The Bank of New York Mellon Corporation 2022 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 15, including those portions of BNY Mellon’s 2022 Annual Report to Shareholders (the “Annual Report”) which are incorporated herein by reference. The Annual Report and BNY Mellon’s Proxy Statement for its 2023 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; 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,” “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, including the potential effects of the coronavirus pandemic on any of the foregoing.

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 based on assumptions that involve risks and uncertainties and that are subject to change based on various important factors (some of which are beyond BNY Mellon’s control), 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.” Actual results may differ materially from those expressed or implied as a result of a number of factors, including those discussed in the “Risk Factors” section of our Annual Report, 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;
- our business may be adversely affected if we are unable to attract, retain, develop and motivate employees;
- 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, unauthorized access to, disclosure, use or alteration of information, system or network failures, or loss of access to information. 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;
- a failure or circumvention of our controls and procedures could have a material adverse effect on our business, financial condition, results of operations and reputation;
- 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 in market activity, weak financial markets, underperformance and/or negative trends in savings rates or in investment preferences;
- weakness and volatility in financial markets and the economy generally may materially adversely affect our business, financial condition and results of operations;
- 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;
- transitions away from and the replacement of LIBOR and other IBORs could adversely impact 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 loss 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 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 or BNY Mellon, N.A., 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;
- climate change concerns could adversely affect our business, affect client activity levels and damage our reputation;
- impacts from natural disasters, climate change, acts of terrorism, pandemics, global conflicts and other geopolitical 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 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

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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 \$44.3 trillion in assets under custody and/or administration and \$1.8 trillion in assets under management as of Dec. 31, 2022. 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; and Paris, France. 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, 2022.

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 equitable environment where they are treated with fairness, dignity and respect.

Diversity, Equity and Inclusion

Diversity, equity 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 diversity, equity and inclusion strategy is not separate, but embedded in our business strategy, operating model, talent experience and client value proposition.

To increase the diversity of our talent pool, we work 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. We aim for fair inclusion by using diverse candidate slates, creating gender-neutral job descriptions and involving diverse interview panels. We embed diversity, equity and inclusion in our talent review processes, succession plans and development objectives to improve promotion readiness and advance and retain talent from all backgrounds.

At the most senior level, our Executive Committee sets diversity, equity and inclusion goals with specific targets to improve senior leader diversity and to increase female representation globally and diverse ethnic and/or racial representation in the U.S. Executive Committee members' variable compensation is informed by performance against these goals.

At the end of 2022, women were 40% of BNY Mellon's global workforce and 43% of BNY Mellon's U.S. workforce. Further, 38% of BNY Mellon's U.S. workforce were from U.S. underrepresented ethnic and/or racial backgrounds.

At the end of 2022, 35% of BNY Mellon's Executive Committee were women and 20% 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 2022, 36% of our Board of Directors were women and 36% 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, 2022, we had approximately 43,700 participants in our 401(k) plan, including former employees. In addition, our frozen U.S. defined benefit pension plan covered approximately 8,100 U.S. participants and our non-U.S. defined benefit plans (some frozen) covered approximately 15,700 non-U.S. participants.

In December 2022, BNY Mellon announced that it would provide eligible employees an award of 10 restricted stock units ("RSUs") on Feb. 13, 2023. This equity grant will allow 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 easy 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.

During the coronavirus pandemic, we quickly transitioned the vast majority of our employees to working from home. We found new ways of working and collaborating to deliver on our commitments to clients and each other. Beginning in 2022, we transitioned to a new model which fosters flexibility. 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, 2022, BNY Mellon and its subsidiaries had approximately 51,700 full-time employees.

We pride ourselves on providing dedicated service through our multilingual sales, marketing and client service teams. At Dec. 31, 2022, approximately 50% of our total employees (full-time and part-time employees) were based outside the U.S., with approximately 10,600 employees in Europe, the Middle East and Africa ("EMEA"), approximately 16,100 employees in the Asia-Pacific region ("APAC") and approximately 900 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 and retain and motivate our existing employees, while managing compensation and other costs. 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 – 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" and "MD&A – Risk Factors – Operational Risk – Our business may be adversely affected if we are unable to attract, retain and motivate employees" 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 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 5.7 million square feet of leased and owned space.

In the EMEA region, we have offices that total approximately 1.1 million square feet of leased and owned space and we have 1.5 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 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, 2023, there were 22,256 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 14 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, 2022, 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 2022 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 113 and 114 of the Annual Report, each of which is incorporated herein by reference.

ITEM 9B. OTHER INFORMATION

Not applicable.

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
Jolen Anderson	44	Ms. Anderson has served as Senior Executive Vice President and Global Head of Human Resources of BNY Mellon since September 2019. From 2014 to September 2019, Ms. Anderson served as Senior Vice President, Chief Diversity Officer and Chief Counsel, Employment and Social Responsibility, for Visa Inc.
Bridget E. Engle	59	Ms. Engle has served as Senior Executive Vice President and Head of Operations and Technology of BNY Mellon since August 2020 and served as Senior Executive Vice President and Chief Information Officer from June 2017 to August 2020.
Hani A. Kablawi	54	Mr. Kablawi has served as Senior Executive Vice President and Chairman of International of BNY Mellon since January 2020 and was Senior Executive Vice President and Chairman of EMEA and Chief Executive Officer of Global Asset Servicing from January 2018 to January 2020 and Chief Executive Officer of EMEA Investment Services from July 2016 to January 2018.
Catherine Keating	61	Ms. Keating has served as Senior Executive Vice President and Chief Executive Officer of Wealth Management at BNY Mellon since July 2018. From February 2015 to June 2018, Ms. Keating was the Chief Executive Officer of Commonfund.
Senthil Kumar	57	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	49	Mr. Kurimsky has served as Vice President and Controller of BNY Mellon since July 2015.

Name	Age	Positions and offices
J. Kevin McCarthy	58	Mr. McCarthy has served as Senior Executive Vice President and General Counsel of BNY Mellon since April 2014.
Dermot McDonogh	57	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.
Emily Portney	51	Ms. Portney has served as Senior Executive Vice President and Chief Executive Officer of Asset Servicing of BNY Mellon since February 2023. Ms. Portney served as Senior Executive Vice President and Chief Financial Officer of BNY Mellon from July 2020 until February 2023. From October 2018 to July 2020, she served as Global Head of Asset Servicing client management, sales and service and Head of the Americas region. Ms. Portney was the Chief Financial Officer of Barclays International from September 2016 to May 2018.
Roman Regelman	51	Mr. Regelman has served as Senior Executive Vice President, Chief Executive Officer of Asset Servicing, Issuer Services and Digital of BNY Mellon since April 2022 and previously served as Chief Executive Officer of Asset Servicing and Head of Digital from January 2020 to April 2022. From September 2018 to January 2020, he served as Senior Executive Vice President and Head of Digital.
Akash Shah	37	Mr. Shah has served as Senior Executive Vice President and Chief Growth Officer at BNY Mellon since July 2021. Mr. Shah served as Senior Executive Vice President and Head of Strategy and Global Client Management from January 2020 until July 2021 and as Senior Executive Vice President and Head of Strategy from July 2018 to December 2019. From 2006 to July 2018, Mr. Shah worked at McKinsey & Company, most recently as a partner and co-head of the Capital Markets & Investment Banking practice.
Hanneke Smits	56	Ms. Smits has served as Senior Executive Vice President and Chief Executive Officer 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	51	Mr. Vince has served as President and Chief Executive Officer of BNY Mellon since August 2022, and as President and Chief Executive Officer-Elect from March 2022 until August 2022. Previously, he 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 4 – 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.

<u>(1)(2) Financial Statements and Schedules</u>	<u>Page No.</u>
Consolidated Income Statement	116-117
Consolidated Comprehensive Income Statement	118
Consolidated Balance Sheet	119
Consolidated Statement of Cash Flows	120
Consolidated Statement of Changes in Equity	121-122
Notes to Consolidated Financial Statements	123-195
Report of Independent Registered Public Accounting Firm	196

- (3) Exhibits
See (b) below.

- (b) The exhibits listed on the Index to Exhibits on pages 15 through 21 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 D Noncumulative Perpetual Preferred Stock, dated May 16, 2013.	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 16, 2013, and incorporated herein by reference.
3.5	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.
3.6	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.
3.7	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.

Exhibit	Description	Method of Filing
3.8	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.
3.9	Amended and Restated By-Laws of The Bank of New York Mellon Corporation, as amended and restated on Feb. 12, 2018.	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 Feb. 13, 2018, 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, 2022. 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.	Previously filed as Exhibit 4.2 to the Company's Annual Report on Form 10-K (File No. 001-35651) as filed with the Commission on Feb. 25, 2022, and incorporated herein by reference.
10.1	* The Bank of New York Company, Inc. Excess Benefit Plan as amended through Dec. 8, 1992.	Previously filed as Exhibit 10(d) 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, 1992, and incorporated herein by reference.
10.2	* Amendment effective as of Aug. 11, 1994 to The Bank of New York Company, Inc. Excess Benefit Plan.	Previously filed as Exhibit 10(g) 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 as of Nov. 1, 1995 to The Bank of New York Company, Inc. Excess Benefit Plan.	Previously filed as Exhibit 10(i) 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, 1995, and incorporated herein by reference.
10.4	* Amendment effective as of July 1, 1996 to The Bank of New York Company, Inc. Excess Benefit Plan.	Previously filed as Exhibit 10(kk) 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, 1999, and incorporated herein by reference.
10.5	* The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(n) 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, 1992, and incorporated herein by reference.

Exhibit	Description	Method of Filing
10.6	* Amendment effective as of March 9, 1993 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(k) 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.
10.7	* Amendment effective as of Oct. 11, 1994 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(o) 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.
10.8	* Amendment effective as of July 1, 1996 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(a) 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.
10.9	* Amendment effective as of Nov. 12, 1996 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(b) 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.
10.10	* Amendment effective as of July 11, 2000 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(e) 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.
10.11	* Amendment effective as of Feb. 13, 2001 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	Previously filed as Exhibit 10(ggg) 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, 2000, and incorporated herein by reference.
10.12	* Amendment effective as of Jan. 1, 2006 to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan.	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, 2005, and incorporated herein by reference.
10.13	* 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.
10.14	* 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.

Exhibit	Description	Method of Filing
10.15	* 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.
10.16	* 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.
10.17	* 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.
10.18	* 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.
10.19	* 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.
10.20	* 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.
10.21	* Amendment to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan, effective as of Jan. 1, 2009.	Previously filed as Exhibit 10.156 to the Company's Annual Report on Form 10-K (File No. 000-52710) for the year ended Dec. 31, 2008, and incorporated herein by reference.
10.22	* Amendment to The Bank of New York Company, Inc. Excess Benefit Plan, effective as of Jan. 1, 2009.	Previously filed as Exhibit 10.158 to the Company's Annual Report on Form 10-K (File No. 000-52710) for the year ended Dec. 31, 2008, and incorporated herein by reference.
10.23	* 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.
10.24	* Amendment to The Bank of New York Company, Inc. Supplemental Executive Retirement Plan, effective as of Dec. 31, 2014.	Previously filed as Exhibit 10.76 to BNY Mellon's Annual Report on Form 10-K (File No. 001-35651) for the year ended Dec. 31, 2014, and incorporated herein by reference.

Exhibit	Description	Method of Filing
10.25	* 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.
10.26	* Amendment effective as of June 30, 2015 to The Bank of New York Company, Inc. Excess Benefit Plan.	Previously filed as Exhibit 10.70 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.
10.27	* 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.
10.28	* 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.
10.29	* 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.
10.30	* Amendment effective as of Nov. 1, 2018 to The Bank of New York Company, Inc. Excess Benefit 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, 2018, and incorporated herein by reference.
10.31	* 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.
10.32	* 2019 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 June 30, 2019, and incorporated herein by reference.
10.33	* 2019 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 June 30, 2019, and incorporated herein by reference.
10.34	* 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.
10.35	* 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.

Exhibit	Description	Method of Filing
10.36	* 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.
10.37	* 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.
10.38	* 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.
10.39	* 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.
10.40	* 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.
10.41	* 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.
10.42	* Amendment, dated Aug. 30, 2022, to Letter Agreement between The Bank of New York Mellon Corporation and Robin Vince.	Filed herewith.
10.43	* 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.
10.44	* 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.
13.1	All portions of The Bank of New York Mellon Corporation 2022 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.

Exhibit	Description	Method of Filing
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.
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.
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, 2022, 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 27, 2023

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.

<u>Signature</u>	<u>Capacities</u>
By: <u>/s/ Robin Vince</u> Robin Vince President and Chief Executive Officer	Director and Principal Executive Officer
By: <u>/s/ Dermot McDonogh</u> Dermot McDonogh Chief Financial Officer	Principal Financial Officer
By: <u>/s/ Kurtis R. Kurimsky</u> 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; Frederick O. Terrell; Alfred W. Zollar	Directors
By: <u>/s/ J. Kevin McCarthy</u> J. Kevin McCarthy Attorney-in-fact	DATED: February 27, 2023



240 Greenwich Street
15th Floor
New York, NY 10286

August 30, 2022

Mr. Robin Vince
Chief Executive Officer

Dear Robin:

This letter (this “Letter”) serves to confirm that with respect to the Special Vesting Terms provided for in your offer letter dated August 19, 2020 (the “2020 Letter”), it is hereby agreed that those provisions shall not apply with respect to any RSUs or PSUs (or any other otherwise Covered Awards) awarded to you by the Company on or after September 1, 2022 (the “Effective Date”). To the extent you are granted any RSUs or PSUs on or after the Effective Date, such awards will be subject to the terms and conditions as set forth in the applicable plans and applicable award agreements. Capitalized terms used in this Letter not otherwise defined shall have the meaning set forth in the 2020 Letter.

This Letter supersedes and amends the relevant provisions of the 2020 Letter. For the avoidance of doubt, the provisions in the 2020 Letter (including vesting terms, as applicable) related to Covered Awards granted prior to the Effective Date, the Sign-On Award, Cash-Buyout Award, Equity Buyout Award and Replacement Shares/Future Buyout Awards continue to apply in accordance with the 2020 Letter.

Please acknowledge your acceptance and agreement to the terms in this Letter by signing below.

Sincerely yours,

/s/ Jolen Anderson

Jolen Anderson
Global Head of Human Resources

AGREED TO AND ACCEPTED:

/s/ Robin Vince

Robin Vince

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 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 terms 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

SCHEDULE 1

AIRCRAFT DESCRIPTION

Gulfstream Aerospace model GVI (G650ER) bearing aircraft registration number N784AH and serial MSN 6273, with two (2) Rolls Royce model BR725 engines bearing manufacturer's serial numbers 25654 and 25655.

Invoice Template

To:
Date Of Invoice:
Invoice Number:

Pursuant to United States of America Federal Aviation Regulations 91.501(c)(1) and 91.501(d), please reimburse the following expenses associated with the _____ 2023 flight of the Gulfstream Aerospace model GVI (G650ER), serial number 6273, registration number N784AH operated by _____ from _____ to _____ with _____ passengers aboard.

Item of Expense	US\$
1. Fuel, oil, lubricants, and other additives used: (Gallons x price of fuel) + cost of lubricants/additives = Y x 2 =	_____
2. Crew travel, lodging, food, and ground transportation expenses:	_____
3. Hangar/Tie Down costs in _____:	_____
4. Landing Fees/Airport Taxes:	_____
5. Customs Fees:	_____
6. Catering:	_____
7. Passenger ground transportation:	_____
8. Flight Planning and weather contract services for flight:	_____
9. Insurance obtained for the specific (above-described) flight:	_____
SUBTOTAL:	_____
FEDERAL EXCISE TAX:	_____
TOTAL DUE FOR FLIGHT:	_____

NOTE FOR USE OF INVOICE TEMPLATE

[Items #2, 3, and 9 include only those charges incurred away from base, and may not include pro-rated pilot salaries, benefits, pro-rated insurance costs, etc.]
Federal Excise Tax is typically 7.5%, plus a nominal per-passenger segment fee, and must be remitted for all "Timeshare" flights, irrespective of whether you elect to collect it from the user.

The Federal Excise Tax can be calculated as follows:

Number of Passengers(_____ x 4.50¹) x flight segments: _____
plus SUBTOTAL x 7.5%: _____
Total Federal Excise Tax: _____

¹ The per-segment "head tax" is subject to change, and will vary depending on whether the flight is USA domestic or international.

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 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 terms 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

SCHEDULE 1

AIRCRAFT DESCRIPTION

Dassault model Falcon 2000EX bearing aircraft registration number N84SV and serial MSN 291, with two (2) Pratt & Whitney Canada model PW308C Series engines bearing manufacturer's serial numbers PCE-CF0727 and PCE-CF0726.

Invoice Template

To:
Date Of Invoice:
Invoice Number:

Pursuant to United States of America Federal Aviation Regulations 91.501(c)(1) and 91.501(d), please reimburse the following expenses associated with the _____ 2023 flight of the Dassault model Falcon 2000EX, serial number 291, registration number N84SV operated by _____ from _____ to _____ with _____ passengers aboard.

Item of Expense	US\$
1. Fuel, oil, lubricants, and other additives used: (Gallons x price of fuel) + cost of lubricants/additives = Y x 2 =	_____
2. Crew travel, lodging, food, and ground transportation expenses:	_____
3. Hangar/Tie Down costs in _____:	_____
4. Landing Fees/Airport Taxes:	_____
5. Customs Fees:	_____
6. Catering:	_____
7. Passenger ground transportation:	_____
8. Flight Planning and weather contract services for flight:	_____
9. Insurance obtained for the specific (above-described) flight:	_____
SUBTOTAL:	_____
FEDERAL EXCISE TAX:	_____
TOTAL DUE FOR FLIGHT:	_____

NOTE FOR USE OF INVOICE TEMPLATE

[Items #2, 3, and 9 include only those charges incurred away from base, and may not include pro-rated pilot salaries, benefits, pro-rated insurance costs, etc.]

Federal Excise Tax is typically 7.5%, plus a nominal per-passenger segment fee, and must be remitted for all "Timeshare" flights, irrespective of whether you elect to collect it from the user.

The Federal Excise Tax can be calculated as follows:

Number of Passengers(_____ x 4.50¹) x flight segments: _____
plus SUBTOTAL x 7.5%: _____
Total Federal Excise Tax: _____

¹ The per-segment "head tax" is subject to change, and will vary depending on whether the flight is USA domestic or international.

THE BANK OF NEW YORK MELLON CORPORATION
PRIMARY SUBSIDIARIES
DEC. 31, 2022

The following are primary subsidiaries of The Bank of New York Mellon Corporation as of Dec. 31, 2022 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, 2022, 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 Investments Limited – Incorporation: England
- 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 Holdings (UK) Limited – Incorporation: England
- Pershing Limited – Incorporation: England
- Pershing LLC – State of Organization: Delaware
- Pershing Securities Limited – Incorporation: England
- 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
- The Bank of New York Mellon Trust Company, National Association – Incorporation: United States
- Walter Scott & Partners Limited – Incorporation: Scotland

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements, as amended:

<u>Form</u>	<u>Registration Statement</u>	<u>Filer</u>
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	333-228787	The Bank of New York Mellon Corporation
S-3	333-261575	The Bank of New York Mellon Corporation

our reports dated February 27, 2023, 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 27, 2023

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 James J. Killerlane III, 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, 2022, 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 14, 2023 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/ Frederick O. Terrell

Frederick O. Terrell, Director

/s/ K. Guru Gowrappan

K. Guru Gowrappan, Director

/s/ Alfred W. Zollar

Alfred W. Zollar, Director

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 27, 2023

/s/ Robin Vince

Name: Robin Vince

Title: Chief Executive Officer

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 27, 2023

/s/ Dermot McDonogh

Name: Dermot McDonogh

Title: Chief Financial Officer

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, 2022 (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 27, 2023

/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.

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, 2022 (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 27, 2023

/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.