

## DTCC On-Site Terms and Conditions

### 1. Personnel:

(a) Supplier will provide qualified personnel (the "**Personnel**") to complete the Services (the "**Services**") specified in this Agreement ("**Agreement**" is defined below). The Personnel shall perform their assignments under the direction of Supplier. All Personnel and any and all employees, affiliates, agents, officers, directors, other representatives, Subcontractors (and their employees) and consultants (collectively, "**Representatives**") shall strictly abide by Customer's code of conduct and all security, safety, insurance, non-discrimination, anti-harassment and other standard policies, procedures and requirements while on Customer's premises. Supplier shall use Customer's networks or other property solely as necessary to perform Services. Supplier may not use any subcontractors without the prior written permission of Customer. Use of any subcontractors or any other agents shall not release Supplier from any of its obligations hereunder. Supplier will remain responsible for the services performed by subcontractors or agents to the same extent as if the services were performed by Supplier, and such subcontractors and agents and their personnel shall be treated as Personnel for the purposes of the Agreement. "Agreement" is defined to mean the provisions of this On-Site Terms and Conditions document, any applicable Order or Quote, and the provisions of the mutually executed document directly or indirectly incorporating this On-Site Terms and Conditions document.

### 2. Independent Contractor:

Notwithstanding anything to the contrary, Supplier is a contractor independent of Customer, not Customer's agent, and all Personnel performing the services shall be considered for all purposes as Supplier's employees. Supplier is solely liable and responsible for its acts and omissions, and the acts and omission of its Personnel. Supplier shall at all times during the performance of the Services maintain supervision, direction and control over its Personnel as is consistent with and necessary to preserve its independent contractor status. With respect to all Personnel, Supplier shall be solely liable for: (i) the payment of compensation and the provision of any employee benefits; (ii) the payment of workers' compensation, disability benefits, and unemployment insurance; (iii) withholding and payment of all applicable Federal, State, and local income taxes and social security; and (iv) their negligent or willful acts or omissions.

### 3. Confidentiality:

(a) Supplier acknowledges that in performing the Services, Supplier may acquire confidential or proprietary information of the Customer, including, but not limited to: (i) information concerning Customer's business, policies or practices, finances, and operations; (ii) information concerning Customer's location/site and location/site of facilities (including the ownership thereof), and its and their layouts, descriptions, diagrams, architectural plans, access, the proposed or actual activities and operations conducted at any of the facilities (including; without limitation, security operations), and the identity of the users of any of the facilities, as well as information received from third parties that Customer is obligated to treat as confidential (so long as Supplier is aware of or should reasonably be aware of such third party obligations); (iii) patents, copyrights, trade secrets, and other intellectual property rights owned by Customer or licensed by Customer from third parties; and (iv) other non-public information concerning third parties, (collectively, the "**Confidential Information**").

(b) Supplier agrees: (i) that it will use the Confidential Information for solely for the purpose of performing the Services; (ii) to hold the Confidential Information in confidence, exercising no less care in maintaining the security thereof than it does or would with respect to its own confidential and proprietary information, and will not duplicate, use, disclose, distribute, transmit, reverse engineer, decompile, disassemble or transfer, directly or indirectly, in any form or for any purpose, the Confidential Information to anyone, without Customer's express prior written consent; (iii) that only those Personnel or Representatives having a "need-to-know" solely in connection with this

Agreement and the provisions of the Services hereunder, who are under contractual obligations of confidentiality consistent with and at least equivalent to those assumed by Supplier hereunder, and who will hold such information in strict confidence, shall have access to the Confidential Information; and (iv) that disclosure of the Confidential Information does not confer upon Supplier any license, interest, or rights of any kind in or to such information. Upon the completion of the Services and upon termination or expiration of this Agreement, Supplier shall return, or at the Customer's request destroy, all Confidential Information then in its possession which is in written, graphic or other tangible form, and shall provide Customer with a written statement certifying that all such material has so been returned and/or destroyed. Supplier agrees to be responsible for any breach of this Agreement by its Personnel or Representatives.

- (c) Notwithstanding the foregoing, but subject to Section 3 (d) below, the obligation of confidentiality and nondisclosure shall not apply to information that: (i) is now or subsequently becomes generally available to the public other than as a result of a disclosure by Supplier, or its , Representatives or Personnel; (ii) is independently developed by Supplier without the use of any Confidential Information provided by Customer; (iii) Supplier rightfully obtained or obtains from a third party who has the right, without obligation to Customer, to transfer or disclose such information; or (iv) is released or approved for release Customer without restriction.
- (d) Notwithstanding Section 3 (c) (i), (ii) and (iii), in order to maintain the security of the Customer's facilities, Supplier shall not disclose, and shall maintain at all times as Confidential Information, any and all information relating to the Customer's facilities, facility locations, the floor plans of any of its facilities, the proposed or actual activities or operations conducted at any of the facilities (including; without limitation, access and security operations) , the identity of the users of any of the facilities, mechanical layout, and utility configuration and usage at such facilities, provided, however, if such disclosure (or the disclosure of any other Confidential Information) is compelled pursuant to legal or regulatory process, then Supplier shall, unless legally prohibited from doing so, provide the Customer with prompt written notice thereof and shall cooperate with Customer to obtain any applicable court protective order or equivalent protection.
- (e) Notwithstanding any other provision of this Agreement, to the extent Personal Information (as defined below) is, either intentionally or unintentionally, disclosed to or obtained by Supplier in connection with the matters contemplated by this Agreement, Supplier covenants to keep such Personal Information confidential and shall use and process such Personal Information solely for the purposes of performing the services as expressly set forth in this Agreement or as otherwise expressly directed in writing by Customer and not for any other purposes. Supplier shall: (i) use and process Personal Information in accordance with applicable privacy and data security laws For purposes of the Agreement, "Personal Information" is defined as any personally identifiable information relating to an individual, whether the person could be identified solely by the information provided or could be identified with the information in combination with other reasonably available data, and any information that may be used to track, locate or identify such individuals and includes (without limitation) IP addresses, location or device identifiers, browser cookies, and any personally identifying information that is explicitly defined as a regulated category of data under applicable privacy and data security Laws.

#### 4. Indemnification:

Supplier hereby indemnifies Customer and holds it harmless from and against any and all claims, actions, suits, losses, damages, judgments, costs, charges, payments, expenses, penalties and liabilities whatsoever (including attorneys' fees and costs) (each, a "**Loss**") as the result of: (i) any claim of patent, copyright, trade secret or other intellectual property right infringement asserted against Customer at law or in equity in connection with Supplier's performance under this Agreement; (ii) breach by Supplier of any of its warranties hereunder; (iii) any claim, ruling, or determination that any Personnel or Representative is an employee of Customer; (iv) any co-employment claims; and (v) any claim asserted against Customer at law or in equity by any person on account of damage (including, but not limited to computer viruses and destruction of media) to intangible and tangible property, including but not limited to the intangible or tangible property of the party being held harmless, or on account of injuries to or

death of any and all persons, which arise out of or in connection with Supplier's performance under this Agreement, but only to the extent that such Loss is caused by a willful or negligent act or omission of Supplier.

5. Insurance:

Supplier shall, at its sole expense, maintain in full force and effect during its performance under this Agreement the insurance coverages set forth below. Supplier shall cause Customer to be named as an additional insured under the policy described in (ii) below for damages arising from Supplier's performance under this Agreement as their interests may appear, and prior to the arrival of Supplier's Personnel on Customer's premises, Supplier shall provide to Customer certificates of insurance evidencing that the insurance policies described below are in effect, including an undertaking by the underwriter(s) or insurance company(s) to provide to Customer at least ten (10) days prior written notice of any proposed cancellation or expiration thereof. The required insurance coverages are: (i) all necessary insurance for the Personnel, including but not limited to workers' compensation, disability, and unemployment insurance required by statute; (ii) a comprehensive general liability insurance policy with a minimum limit of liability of one million dollars (\$1,000,000) total loss coverage per occurrence, including contractual liability coverage and products and completed operations coverage.

6. Limitation of Liability:

EXCEPT AS PROVIDED IN THE INDEMNIFICATION SECTION OR FOR A BREACH OF CONFIDENTIALITY, OR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (THE "EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST DATA, LOST REVENUE, LOST PROFITS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR THE PROVISION OF ANY SERVICES. FURTHER, EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER (WHETHER ARISING IN CONTRACT OR TORT) EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SUPPLIER UNDER THIS AGREEMENT, OR TO THE EXTENT SUCH DAMAGES RELATE TO A PARTICULAR WORK ORDER, IN EXCESS OF AMOUNTS PAID OR PAYABLE TO SUPPLIER UNDER THAT WORK ORDER.

7. Expense Reimbursement:

Any expense reimbursement by Customer, as may be permitted in the Agreement, shall not exceed ten percent (10%) of the value of the applicable Order and shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by Supplier Personnel for travel, lodging, and their associated meals in its or their performance hereunder, provided that: (i) Customer has given its prior written consent for any such expenses as to the purpose, timeframe and estimated total; (ii) the expenses have been detailed on a form acceptable to Customer and submitted to the appropriate Customer project manager for review and approval; and (iii) Supplier submits reasonable supporting documentation (such as a breakdowns by person, date, type, and amount) and reasonable proof of the expenses (such as receipts or their equivalent). It is understood that Customer shall not reimburse for commutation expenses under any circumstances or for travel and living expenses incurred by any Personnel in performing services at a location in the same metropolitan area as that of the person's home base. It is also understood that any air transportation reimbursable hereunder shall be coach-economy and that entertainment by or on behalf of Supplier shall be at no cost to Customer. This Section 7 shall not apply to any materials, supplies, charges and fees as such may be explicitly set forth in the Agreement.

8. Notices:

All notices under the Agreement shall be in writing (unless otherwise specifically provided herein) and shall be hand delivered, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, postage prepaid to the party receiving such notice or communication at the address specified below:

If to Supplier:

Attention:

If to Customer:

The Depository Trust & Clearing Corporation  
55 Water Street  
New York, New York 10041  
Attention: General Counsel  
Email: [GCOCONTRACTNOTICES@DTCC.COM](mailto:GCOCONTRACTNOTICES@DTCC.COM)

**For actual or suspected misuse of Customer Confidential Information, email must be sent to [TVA@DTCC.COM](mailto:TVA@DTCC.COM).**

or such other address or addressee as either party may from time to time designate to the other party by written notice. The parties may conduct day-to-day communications with each other in any manner that is mutually acceptable to them. A notice is deemed given: (i) if delivered personally, upon delivery at the address provided for in this clause; (ii) if sent by overnight courier service, on the next business day after posting it; (iii) if sent by certified or registered mail, on the third business day after posting it; or (iv) if sent by email or fax, with receipt confirmed (i) at or prior to 4:00 pm local time of the recipient on a business day, on that business day or (ii) later than 4:00 pm local time of the recipient, on the next succeeding business day.

9. Other:

- (a) If any provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof. Such provision and the remainder of this Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the remaining provisions hereof.
- (b) This Agreement binds, inures to the benefit of, and is enforceable by the successors and assigns of the parties, and does not confer any rights on any other persons or entities, except that neither party may assign or delegate its rights or duties hereunder without the other party's prior written consent except neither party's consent shall be unreasonably withheld or delayed.
- (c) Supplier agrees that it will not, without the prior written consent of Customer's General Counsel in each instance: (i) use in advertising, publicity or otherwise the name of Customer, any direct or indirect parent company(ies) of Customer, or its or their affiliates and direct or indirect affiliates (each a "Related Company"), or any partner or employee of a Related Company; or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by a Related Company, or (ii) represent, directly or indirectly, that any product or any service provided by Supplier has been approved or endorsed by a Related Company.
- (d) This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements between them respecting such subject matter. This Agreement may be amended and supplemented only by a written instrument duly executed by both parties.
- (e) Supplier agrees the provisions of Sections 1, 2, 3, 4, 6 and this Section 8 shall survive termination of this Agreement.

- (f) In the event of any conflict with the provisions of any other document in the Agreement, the terms and conditions of these Sections 1 through 8 shall prevail.