

DTCC Purchase Order Terms and Conditions

The following Terms and Conditions shall apply to any purchase order ("PO") for goods ("Goods") by and between The Depository Trust & Clearing Corporation or its affiliate ("Customer") and Supplier. "Goods" shall mean all goods and services provided by Supplier under this PO. Except as otherwise agreed to herein, this PO shall be governed by any applicable provisions of the Uniform Commercial Code ("UCC"). To the extent this PO entails delivery or performance of services, such services shall be deemed Goods within the meaning of the UCC, except when such provision is clearly not appropriate.

1. Offer and Acceptance of Purchase Order: This PO reflects Customer's offer to purchase the Goods listed in this PO at the purchase price stated herein. Performance by Supplier shall constitute Supplier's acceptance of this PO, including these General Terms and Conditions, and Supplier shall deliver the Goods to Customer by the date set forth herein.
2. Payment: Supplier shall invoice Customer after delivery of the Goods. Customer shall pay Supplier the purchase price for the Goods delivered and accepted within 45 days of receipt of an itemized invoice. Each invoice submitted to Customer must also include any applicable Taxes (defined below) as part of the total amount billed, unless stated otherwise. If Supplier is unable to satisfy these requirements, Supplier shall notify the Customer Accounts Payable Team at APINVOICES@DTCC.COM. The PO number must appear on all invoices and notices. Customer shall not be responsible for costs or travel time, except when pre-approved in writing by Customer. Supplier is required to comply with the Customer's Travel Policy for Consultants and Vendors ("Travel Policy"). A copy of the Travel Policy is available upon request.

Supplier does hereby agree to onboard via Customer's supplier portal and submit any and all invoices through the parties' agreed upon method, either via E-Invoicing with Client's procurement tool, or via email to APINVOICES@DTCC.COM.

3. Tax Requirements: The Parties must comply with exchange control, tax laws, and any other laws related to the Party's tax obligations, and Supplier agrees to indemnify Customer against any consequence of Supplier's failure to comply. Each Party shall otherwise be responsible for its own Taxes arising in connection with this PO. Supplier shall separately itemize all applicable Taxes on each invoice and indicate its applicable tax registration number(s) as required by local invoicing rules. "Taxes" are defined to include but are not limited to goods and services taxes ("GST"), value-added taxes ("VAT"), sales, use, and all other similar taxes imposed by any federal, state, or local governmental entity, and all other taxes and duties levied or assessed in connection with this PO. Taxes that are payable under this PO are due at the same time as any amount payable under this PO. If any payment under this PO is a reimbursement or indemnification by one Party of an expense, loss, or liability incurred or to be incurred by the other Party, the amount of any input tax credit the other Party is entitled to claim is deducted from that payment. Where amounts payable under this Agreement are in respect of a taxable supply, Customer shall pay itemized, correctly stated-taxes for applicable products or services, unless Customer provides Supplier with a valid tax exemption certificate. Supplier agrees to issue a valid tax invoice in respect of the supply in accordance with local country laws. In the event that any fees payable by Customer are subject to withholding taxes, Customer shall withhold Taxes from its payments to Supplier and provide a withholding tax certificate.
4. VAT/GST Invoice: Customer will only be required to pay VAT or GST on receipt of a valid VAT or GST invoice that meets all of the relevant local tax authority's requirements (to allow Customer to obtain relief from such tax if such relief procedure is available). The VAT or GST invoice should contain the following information: PO number, item number, charge number, Supplier number, descriptions of goods or services, quantities, unit prices, extended totals, applicable taxes, and all other details that comprise a full VAT or GST invoice.
5. Confidentiality: Each party acknowledges that material and information that has or will come into the possession or knowledge of each in connection with this PO or the performance hereof, may consist of confidential and proprietary data, whose disclosure to or use by third parties will be damaging

("Confidential Information"). Both parties agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this PO, to release it only to employees requiring access to such information, and not to release or disclose it to any other party without consent of the disclosing party, which consent shall not be unreasonably withheld. Upon the providing party's request, the recipient party shall either destroy or return such confidential and/or proprietary information. For any Personal Information (as defined below) relating to Supplier's personnel that Supplier provides to Customer, Supplier will obtain the informed consent of such personnel to release the information to Customer and to allow Customer to use, disclose, and transmit such information on a worldwide basis among Customer and its affiliates in connection with this PO.

6. Ownership of Confidential Information: Customer shall retain ownership of its Confidential Information, including without limitation, Customer Data (as defined herein) and any and all of its proprietary systems, operations, methodologies, patents, copyrights, trade secrets and other intellectual property rights owned or licensed by Customer or any of its affiliates. "Customer Data" shall mean all data and information (a) provided to Supplier by or on behalf of Customer or its customers, (b) obtained, developed or produced by Supplier in connection with these PO terms, (c) to which Supplier has access in connection with the provision of the services or (d) that may identify an individual ("Personal Information"). All Customer Data is, or will be, and shall remain the property of Customer, and shall be deemed Confidential Information. Without Customer's prior written approval the Customer Data shall not be (i) used by Supplier other than is necessary for Supplier's performance of its obligations under these PO terms, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Supplier, or (iii) commercially exploited by or on behalf of Supplier.
7. Relationship of the Parties: Supplier acknowledges that it is acting as an independent contractor for all purposes, and that it is solely responsible for its acts and omissions, and the acts and omissions of its affiliates, subsidiaries, partners or employees, and that nothing in this Agreement will be construed to create an agency or employment relationship between Customer and Supplier or its affiliates, subsidiaries, partners or employees. Neither party shall be deemed to be the legal representative of the other. Supplier agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability, workers' compensation, Social Security, unemployment insurance, and Occupational Safety and Health Administration requirements, and agrees to comply with all other federal, state or local laws, ordinances, regulations and licensing obligations.
8. Representations and Warranties: Supplier represents and warrants that (i) the services will be performed in a professional, timely and workman-like manner; (ii) the Goods contain the functionality and features identified in, and shall otherwise perform in accordance with, all relevant specifications pertaining to the Goods; (iii) it has power and authority to transact the business it transacts and proposes to transact, and to perform the obligations under these PO terms; (iv) no claim, lien, or action exists or is threatened against Supplier that would interfere with Customer's rights under this PO; (v) Goods and services do not infringe any privacy or intellectual property of a third party; and (vi) it will not use, disclose, or transfer across borders any Personal Information that is processed for or on behalf of Customer, except to the extent necessary to perform under this PO. Supplier also represents and warrants that in performing its obligations and exercising its rights under these PO terms, Supplier will comply with all applicable laws.
9. Third Party Materials: Supplier will be responsible for obtaining the required licenses for all third party software, open source software or any other third party materials (collectively, the "Third Party Materials") used in connection with this PO. For all Third Party Materials which require a user license, Supplier is responsible for maintaining current licensing its use. Supplier is responsible for any obligations relative to the use of such Third Party Materials on behalf of the Customer. Supplier shall be responsible for providing application software fixes to remediate all licensed and open source software contained within the Goods or services within a timeframe agreed by the Supplier and Customer.

10. **Infringement Indemnification:** Supplier warrants that it has the full legal right to provide the Goods to Customer under these PO terms and that the Goods provided by Supplier hereunder will not infringe upon or violate any patent, trademark, copyright, trade secret or any other proprietary right of any third party. Supplier agrees to defend, indemnify, and hold Customer harmless from and against all liability or damages arising out of any actual or threatened claims, demands, investigations, and causes of action regarding infringement. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Customer the rights granted under this PO; (ii) modify the product so it is non-infringing and in compliance with this PO; (iii) replace the product with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing product and refund any amount paid.
11. **General Indemnification:** Supplier is responsible for its own liabilities, including those arising from its own negligent or intentional acts and omissions, or its failure to comply with its representations, warranties and obligations under this PO, and agrees to indemnify, defend and hold Customer harmless from any loss arising from such acts or negligence, or such failure to comply with its representations, warranties and obligations under this PO, including when such loss is asserted by a third party.
12. **Insurance:** Supplier shall obtain and maintain all applicable and appropriate insurance (including without limitation, business, worker's compensation, auto, errors and omissions, professional and commercial general and liability insurance in amounts consistent with Supplier's industry practice. Each policy shall name Customer as a loss payee or additional insured, as appropriate.
13. **Limitation of Liability:** EXCEPT FOR (i) SUPPLIER'S INDEMNIFICATION OBLIGATIONS, (ii) SUPPLIER'S CONFIDENTIALITY OBLIGATIONS AND (iii) MATTERS INVOLVING SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.
14. **Assignment:** Neither party shall assign any of its rights or obligations under these PO terms without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. **Survival:** Any specific PO terms, which by their nature would survive expiration or termination of this engagement, shall survive, including, but not limited to, CONFIDENTIALITY (Section 3), OWNERSHIP OF CONFIDENTIAL INFORMATION (Section 4), REPRESENTATIONS AND WARRANTIES (Section 6), INDEMNIFICATION (Sections 8 and 9) and LIMITATION OF LIABILITY (Section 11).
16. **Audit; Supplier Risk Assessments:** Customer, or its authorized representative, shall have the right to examine, during regular business hours, any records and other materials relative to this PO and maintained by Supplier. Supplier acknowledges that Customer will conduct ongoing Supplier risk assessments as part of its right to audit, which will occur no more than annually. Such Supplier risk assessments may include requests for Customer's custom questionnaires, or industry questionnaires. Supplier shall provide prompt cooperation to provide the requested documentation in connection with any audit or supplier risk assessment.
17. **Termination:** This PO may be terminated by Customer at any time prior to performance of the services or delivery of the Goods.
18. **Notices:** All notices between the parties will be in writing and sent (i) by a delivery service with provisions for receipt, to the physical address listed on the purchase order form; or (ii) by email to GCOCONTRACTNOTICES@DTCC.COM for notices going to Customer, or to the email address listed for Supplier on the purchase order form for notices going to Supplier. **For actual or suspected misuse of Customer Personal Information, email must be sent to TVA@DTCC.COM.**

19. Severability: In the event any one or more of the provisions of the PO shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of the PO shall be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
20. Publicity: Supplier agrees that it will not, without the prior written consent of Customer in each instance: (i) use in advertising, publicity or otherwise the name of Customer, or any affiliate of Customer, or any partner or employee of Customer or any of its affiliates or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Customer or any of its affiliates; or (ii) represent, directly or indirectly, that any product or any service provided by Supplier has been approved or endorsed by Customer or any of its affiliates or any partner or employee of Customer or any of its affiliates.
21. Miscellaneous: This PO may be modified only in a writing signed by both parties.

Each party agrees that it will not, without the prior written consent of the other in each instance: (i) use in advertising, publicity or otherwise the name of the other, or any affiliate or subsidiary of the other, or any partner or employee of the other, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the other or its affiliates or subsidiaries; or (ii) represent, directly or indirectly, that the Goods or any product or service, provided by such party has been approved or endorsed by the other.

This PO shall be governed by and interpreted in accordance with the laws of the State of New York. Each party irrevocably and unconditionally submits to the jurisdiction of any Federal or State court in the Borough of Manhattan in the City of New York. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THE PO.

Failure by Supplier or Customer to comply with any term or condition of this PO shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within 30 days after receipt of such notice, the notifying party shall be entitled, in addition to any other rights it may have under this PO or otherwise by law, to terminate this PO, or portion thereof, by giving notice to take effect immediately. No party shall be deemed in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God and strikes or other labor disturbances. Notwithstanding the above, in the event of a delay in delivery in excess of 30 days beyond the scheduled delivery date, Customer shall have the option to either terminate this PO, in whole or in part, without prejudice to any other rights Customer may have; or, to accept a revised delivery date, as to which time shall be of the essence.

No term or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

THE PARTIES AGREE THAT THIS PO, INCLUDING THESE GENERAL TERMS AND CONDITIONS, SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REFERENCE TO THE GOODS.

THE ACCEPTANCE OF THIS OFFER IS LIMITED TO THE TERMS OF THE OFFER.