

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS
FOR THE SUPPLY OF GOODS AND SERVICES**

The Purchase Order (defined below) and the following terms and conditions shall form the Agreement between Supplier and the Customer (the “Parties”) unless a master agreement is in effect between Supplier and the Customer or its Affiliates for the Services or Goods purchased, in which event such master agreement shall supersede these terms and conditions. If there is no master agreement, then in the event of any inconsistency between the Purchase Order and these terms and conditions, these terms and conditions shall take precedence, unless the Purchase Order is expressly stated to take precedence over these terms and conditions.

1. Definitions

- 1.1 **Affiliate** – a business entity now or hereafter controlled by, controlling or under common Control with a Party.
- 1.2 **Agreement** – the Purchase Order and these terms and conditions and/or any other governing agreement specifically identified by the Purchase Order.
- 1.3 **Applicable Law** – all laws, rules, regulations and other legal requirements applicable to the Parties and their Affiliates as and to the extent such laws, rules, regulatory guidance, regulations and legal requirements relate to a Party and the Products or Services.
- 1.4 **Business Day** – Monday through Friday 0800 hours to 1700 hours local time, excluding days on which Customer is not open for business.
- 1.5 **Confidential Information** – this Agreement and all data, trade secrets, business information, proprietary information and other information of any kind and in whatever form whatsoever or however it may be marked or denominated, including data developed or produced through access to Confidential Information, that a Party (“**Discloser**”) discloses, in writing (including, electronic transfer of information by email, over the internet or otherwise), orally, visually or in any other medium, to the other Party (“**Recipient**”) or to which Recipient obtains access and that relates to Discloser, or, in the case of Vendor, to Customer or Customer Affiliates, or their Representatives, customers, third-party vendors, or licensors. Confidential Information includes Associate Information, Customer Information, Consumer Information and Personal Data. Confidential Information also includes such other information described in the Agreement as being Confidential Information. A “writing” shall include an electronic transfer of information by email, over the internet or otherwise.
- 1.6 **Control** – when an entity owns or controls directly or indirectly at least fifty percent (50%) plus one share of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
- 1.7 **Customer** – the entity on behalf of which the goods or services were ordered; for the avoidance of doubt, in North America and South America, Bank of America, N.A., is authorized to purchase on behalf of its parent entities, subsidiaries or affiliates.
- 1.8 **Customer Materials** – all materials created and developed for or on behalf of the Customer under this Agreement.
- 1.9 **Delivery Address** – the address(es) for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed by the Parties in writing.
- 1.10 **Delivery Date** – the date(s) for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed by the Parties in writing.
- 1.11 **Goods** – the goods, including any software or applications, set out on the Purchase Order or as otherwise agreed by the Parties in writing.
- 1.12 **Intellectual Property Rights** – all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors’ rights, rights of attribution, sui generis rights on databases, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

- 1.13 **Party** – Customer or Supplier.
- 1.14 **Price** – the price, inclusive of a separate statement of sales, use or similar taxes, of the Goods and/or Services as agreed by the Parties and set out on the Purchase Order or as otherwise agreed by the Parties in writing.
- 1.15 **Purchase Order** – the relevant purchase order issued by the Customer or its Affiliate on the Customer’s behalf.
- 1.16 **Representative** – an employee, officer, director, consultant, independent contractor or agent of a Party.
- 1.17 **Services** – the services, including any software or applications offered as a service, set out on the Purchase Order or as otherwise agreed by the Parties in writing.
- 1.18 **Specification** – the specification for the Goods or Services (as appropriate) as set out on the Purchase Order or otherwise agreed by the Parties in writing.
- 1.19 **Supplier** – Supplier whose details are set out on the Purchase Order.
- 1.20 **Time-Sensitive Notice** – any notice provided under this Agreement pursuant to any of the following: Sections entitled “TERMINATION OF THE AGREEMENT” and “CHANGES.”

2. Terms for the Supply of the Goods and Services

- 2.1 The Customer orders and Supplier agrees to supply the Goods and/or Services under the terms and conditions of the Agreement.
- 2.2 These terms and conditions shall be deemed incorporated into and made part of each submission of a Purchase Order. For the avoidance of doubt, the Parties agree that no provision in any acknowledgement or acceptance of or response to a Purchase Order shall form part of this Agreement unless agreed by the Parties in writing.
- 2.3 Each Purchase Order and these terms and conditions shall form a distinct and separate agreement. No variation of it shall be valid unless agreed by the Parties in writing.
- 2.4 Delivery of the Goods and/or Services by Supplier to the Customer shall be deemed conclusive evidence of Supplier’s acceptance of this Agreement.
- 2.5 Time (including time of delivery) is of the essence under this Agreement.
- 2.6 Supplier agrees to provide reasonable assistance to enable the Customer to use the Goods and/or Services for the purposes for which they are provided. Unless expressly otherwise agreed by the Parties in writing, the Goods and Services may be used by the Customer and its Affiliates.

3. Purchase Order

- 3.1 The Customer shall submit any proposed Purchase Order in writing or by electronic means to Supplier.
- 3.2 Supplier shall within five (5) days of the date of each proposed Purchase Order submitted respond to each Purchase Order confirming its interest in that Purchase Order, and this confirmation shall constitute the acceptance of that Purchase Order by Supplier for the supply of the Goods and/or Services set out on the Purchase Order on these terms and conditions and those set out in the Purchase Order.
- 3.3 The Customer or its Affiliate ordering Goods or Services on its behalf may withdraw, modify or cancel any Purchase Order that has not been accepted by Supplier.

4. Price and Payment

- 4.1 Unless specified in the Purchase Order or otherwise agreed by the Parties in writing, the Price of the Goods shall include:
- (a) secure and proper packing, storage, installation and transport; and
 - (b) safe delivery to the Delivery Address(es) on the Delivery Date(s).

- 4.2 If the Price is omitted on the Purchase Order, then it is agreed that the price shall be the lowest prevailing market price for such Goods or Services.
- 4.3 Unless otherwise set out in the Purchase Order or agreed by the Parties in writing, the Customer shall pay the Price to Supplier not earlier than sixty (60) days after the later of:
- (a) the Customer's receipt of accurate and comprehensive details of Supplier's bank account;
 - (b) the Customer's receipt of the Goods;
 - (c) completion of the Services to the Customer's satisfaction; or
 - (d) the Customer's receipt of a valid, correct and undisputed invoice for the Goods and/or Services from Supplier quoting the Purchase Order number.
- 4.4 Supplier agrees that the Customer may set off against the Price (including VAT) any payments due to the Customer from Supplier under this Agreement or any other agreement.
- 4.5 Upon request by the Customer, Supplier shall provide the Customer with any information, certificates, documentation or statements in relation to any payments.
- 4.6 In connection with any discount offered for prompt payment, the time period for earning the discount will be calculated from the date the correct invoice is received by the Customer. If Supplier announces a reduction in the price for any Goods and/or Services before the Goods have been shipped or Services have been completed, the new discounted price will automatically apply, and the Customer will be invoiced accordingly.

5. Delivery, Title and Risks

- 5.1 The Goods shall be securely and properly packed by Supplier.
- 5.2 Supplier shall deliver the Goods and/or supply the Services to the Delivery Address(es) on the Delivery Date(s). If Supplier fails to deliver the Goods or Services on the Delivery Date(s), then the Customer may cancel the Purchase Order in whole or in part without any liability or limiting any other right under this Agreement.
- 5.3 On delivery, Supplier shall ensure that the Goods are signed for by a duly authorized member of the Customer.
- 5.4 Title to the Goods and risk of loss shall not pass to the Customer until the Goods are accepted by the Customer in accordance with Section 7.
- 5.5 Supplier shall deliver the Goods with such documentation as is necessary to enable the Customer and the Customer and its Affiliates to use the Goods safely and effectively and for the purpose for which they are intended.
- 5.6 If samples and/or proofs are required under a Purchase Order, Supplier shall not forward quantity shipments until the Customer has approved in writing Supplier's samples and/or proofs.

6. Warranties and Representations

- 6.1 Supplier warrants and represents to the Customer and the Customer Affiliate that acted on the Customer's behalf that:
- (a) the Goods shall be:
 - (i) of satisfactory quality;
 - (ii) in accordance with the Specifications, if any;
 - (iii) of first class materials, workmanship and design; and
 - (iv) new and unused unless otherwise specified in the Purchase Order;
 - (b) the Services shall be supplied in accordance with the Specifications;
 - (c) Supplier, its employees, agents and subcontractors will provide the Services and carry out all of Supplier's obligations under this Agreement with all reasonable skill and care, in a timely and professional manner, and using appropriately skilled and experienced personnel and in compliance with all applicable laws;
 - (d) Supplier shall meet all timelines agreed by the Parties under this Agreement;
 - (e) Supplier shall maintain sufficient trained and experienced staff to supply the Goods and/or Services under the terms of this Agreement;
 - (f) Supplier has and shall have the rights and powers to enter into and perform all of its obligations under this Agreement and its proposed activities hereunder do not and shall not infringe any laws, regulatory requirements or any rights of any third party; and

- (g) Supplier holds and shall hold any and all necessary licenses and has otherwise complied and shall ensure that its employees, agents and subcontractors shall comply in all respects with the requirements of all applicable statutes, laws, regulations, order decrees and other requirements having the force of law or regulation and codes of practice.

6.2 NO IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

6.3 Where the Goods or any part of them are manufactured by a third party, Supplier shall, in addition to Supplier obligations in this Agreement, pass on to the Customer the benefit of any guarantee, condition and warranty granted by the manufacturer in relation to such Goods. Supplier shall use its best efforts to pass on to the Customer any servicing agreement that Supplier received from the manufacturer in respect of such Goods.

7. Defects

7.1 The Customer shall be entitled to reject any of the Goods delivered that are not in accordance with the Specifications and shall not be deemed to have accepted any Goods until the Customer has had a reasonable time to inspect them following the delivery.

7.2 If any of the Goods are found to be defective, not in accordance with the Specifications or do not comply with any of the warranties or representations set out in section 6.1 (“**Defective Goods**”), the Customer may, at its option:

- (a) reject all the Defective Goods together with any other Goods and Services included in the same Agreement, or any part of them without any liability; and/or
- (b) require Supplier to replace such Defective Goods; and/or require Supplier to repair such Defective Goods. Supplier shall replace or repair the Defective Goods within seven (7) days of the date of the Customer’s notification or such other time period as the Parties may agree in writing.

7.3 Upon occurrence of any of the events set out in Section 7.2, Supplier shall, at Supplier’s cost and expense:

- (a) collect the Defective Goods that have been rejected, or which the Customer requires to be repaired or replaced (as appropriate) from the Customer; and
- (b) return the replacement or repaired Goods to the Customer to the Delivery Address or any other address indicated by the Customer.

7.4 If any of the Services are not supplied in accordance with this Agreement, the Customer has the right to reject and terminate the Services together with any other Goods and Services included in the same Agreement, or any part of them without any liability.

7.5 In the event that the Customer rejects any Goods pursuant to Section 7.2(a) above or the Services pursuant to Section 7.4 above, Supplier shall immediately refund any payments made by the Customer in respect of such Goods or Services.

8. Intellectual Property Rights and Ownership

8.1 Supplier warrants that Supplier’s performance of this Agreement and the use by the Customer, the Customer and its Affiliates of the Goods and Services do not and will not infringe Intellectual Property Rights or other rights of any third party.

8.2 All Intellectual Property Rights in the Customer Materials shall belong to the Customer and shall vest in the Customer unconditionally and immediately on creation of such Intellectual Property Rights. Supplier agrees to transfer to the Customer, with full title guarantee, all right title and interest in and to these Intellectual Property Rights, in full, without any limitation and/or encumbrance, so that the Customer shall be the exclusive owner of these Intellectual Property Rights. To the extent that such transfer of Intellectual Property Rights is not (fully) possible or enforceable, Supplier undertakes to execute any deeds and documents and do anything as the Customer may reasonably require to vest all those Intellectual Property Rights in the Customer and irrevocably authorizes the Customer to do all that may be necessary in order to effect such transfer.

8.3 All materials, including drawings, specifications and tools furnished or paid for by the Customer or the Customer or any of its Affiliates shall be the property of the Customer or the Customer or such Affiliate and shall only be used by Supplier in relation to the performance of Supplier’s obligations under this Agreement. Such materials while in Supplier’s custody or control shall be held at Supplier’s risk, shall be kept insured by Supplier, at Supplier’s

expense, in an amount equal to the replacement cost with loss payable to the Customer, and shall be returned to the Customer upon demand, in which event, Supplier shall prepare such materials properly for shipment and shall deliver the same to the Customer in the same condition as originally received by Supplier, reasonable wear and tear accepted.

9. Indemnity and Insurance

- 9.1 Supplier will indemnify, defend and hold the Customer and its Affiliates harmless from and against all losses, liabilities, judgments, amounts agreed upon in settlement, costs, expenses (including attorney's fees and costs of investigation) and damages that the Customer and its Affiliates (or any of them) may suffer or incur that arise out of, are in connection with or result from:
- (a) any Goods or Services infringing, violating or misappropriating any Intellectual Property Rights;
 - (b) negligent acts or omissions or willful misconduct of Supplier, its employees, agents, authorized representatives or subcontractors;
 - (c) bodily injury (including death) or damage to property caused by, arising out of, connected with or resulting from any Goods or Services or out of the acts, or omissions of Supplier or any of its officers, directors, servants, employees, agents, authorized representatives, subcontractors or others, whether such act or omission to act be negligent or not, and whether or not such act or omission to act be within or without the scope of employment;
 - (d) breach of any of Supplier's obligations or warranties under the Agreement.
- 9.2 In the event of a claim relating to any actual or alleged infringement, violation or misappropriation of Intellectual Property Rights of any third party, Supplier will promptly and as required by the Customer and without limitation of Supplier's indemnity obligations as provided above:
- (a) procure for the Customer the right to continue using the affected Goods or Services free from any infringement, violation or misappropriation;
 - (b) modify the Goods or Services in such a way that it is no longer infringing, violating or misappropriating any Intellectual Property Rights, all without incurring a loss of functionality or performance;
 - (c) promptly replace the Goods or Services with other products or services free from infringement, violation or misappropriation of any Intellectual Property Rights of any third person that have the same or better performance/functionality capabilities than the original Goods or Services;
 - (d) accept the return of any affected Goods and (at Customer's option) all or any other Goods included in the same Agreement, at Supplier's expense and promptly refund to the Customer all monies paid in connection with such Goods together with any amounts monies paid in connection with the supply of any Services included in the same Agreement; or
 - (e) in the case of Services only, cease the supply of the such Services and promptly refund to the Customer all monies paid in connection with all Services provided under that Agreement, save for those that have been fully performed at that date and for which the benefit can be fully utilized by the Customer, notwithstanding that all Services have not been completed.
- 9.3 The Supplier shall, at its own expense, secure and maintain in full force and effect, the following minimum insurance coverages, and other coverages, which may be reasonable and customary for Supplier's industry, with an insurance company that is at least "A" rated by A.M. Best Company or equivalent. All insurance amounts obtained by Supplier in a different currency shall be calculated at the foreign exchange rates for U.S. Dollars published by Customer or other similarly published exchange rates. Coverage requirements shall be maintained in accordance with the minimum requirements of local law if such requirements exceed the amounts specified:
- Public Liability \$2,000,000 (any one occurrence)
 - Products Liability \$1,000,000 (any one period of insurance)
 - Employer's Liability \$5,000,000 (anyone occurrence)
- Upon request by the Customer, the Supplier shall furnish to the Customer the certificates or cover notes providing sufficient evidence of compliance with this section.
- 9.4 Upon request by the Customer or a Customer Affiliate acting on behalf of the Customer, Supplier shall furnish to the Customer or such Affiliate the certificates or cover notes providing sufficient evidence of compliance with this section.
- 9.5 The number of claims during the period of insurance shall not be limited.
- 9.6 The rights and remedies of the Customer, the Customer and its Affiliates provided in this Section 9 shall not be exclusive and are in addition to any other rights and remedies available at law or in equity.

10. Confidentiality

- 10.1 All Confidential Information disclosed by Company and any results of processing such Confidential Information or derived in any way therefrom shall at all times remain the property of Company. In furtherance of the foregoing, any confidential or proprietary information, reports or documents generated in connection with the provision of Products or Services by Vendor or its Representatives to Company hereunder shall be deemed Company's Confidential Information.
- 10.2 Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives and Affiliates to not disclose Confidential Information of the other Party, other than on a "need to know" basis and then only: (a) to Recipient's employees, officers or directors; (b) to Recipient's Affiliates, subcontractors, independent contractors at any level, agents, advisors, consultants, accountants and insurers, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this section, evidence of which shall be provided to Customer upon request; (c) where applicable, pursuant to any exceptions provided under applicable law; (d) to external examiners; and (e) as otherwise expressly permitted by this Agreement. Unless otherwise authorized by this Agreement, Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but in no event less than a commercially reasonable degree of care.
- 10.3 Supplier shall have responsibility for and bear all risk of loss or damage to Customer Confidential Information resulting from improper or inaccurate processing of such Confidential Information arising from the negligence or willful misconduct of Supplier, its Affiliates, representatives or subcontractors.
- (a) Subject to the exceptions in this Agreement (including without limitation, exceptions in Section 10.3(B), Supplier shall, at Company's election, return (in the format specified by Company at no additional cost) or destroy, in whole or in part Company Confidential Information (whether in Supplier's possession or its Representatives' or Subcontractors' possession) in accordance with the Company Security Standards upon the expiration of the applicable retention period in the Retention Requirements for Data and Records attached hereto as Schedule entitled "RETENTION AND DESTRUCTION CERTIFICATION" and incorporated by this reference as if fully set forth herein (the "Retention Requirements"). Company may modify, expand or reduce the Retention Requirements from time to time in its sole discretion, and each new version of the Retention Requirements will become effective immediately upon receipt by Supplier. When Supplier destroys Company Confidential Information at a location other than Supplier's facilities, Supplier shall ensure that Company's Confidential Information is transported to the location where Company's Confidential Information is destroyed in a tamper-proof locked container. Supplier shall maintain Records documenting destruction of Company Confidential Information including the procedures, techniques, chain of custody with any third parties, dates and locations where such Company Confidential Information was destroyed and include an Information Certification (as defined below). All such Records will constitute Company Confidential Information. Additionally, no later than thirty (30) calendar days after each anniversary of the Effective Date during the Term, the expiration or termination of this Agreement, and receipt of a request by Company, Supplier shall submit to Company a certification in a form substantially similar to the Schedule entitled "RETENTION AND DESTRUCTION CERTIFICATION" that confirms Supplier's compliance with its retention and destruction obligations (each, an "**Information Certification**").
- (b) Notwithstanding Section 10.3(a), Supplier shall comply with any instructions given by Company to destroy or return Company Confidential Information prior to the expiration of the applicable retention period in the Retention Requirements or retain Company Confidential Information beyond the applicable retention period in the Retention Requirements. Additionally, Supplier will be permitted to retain Confidential Information to the most limited extent necessary to comply with Applicable Law and Supplier's archival or data retention requirements, provided that, as it pertains to Supplier's archival and data retention requirements, Supplier will be permitted to retain Confidential Information only to the extent that such requirements are consistent with terms of this Agreement, the Data Protection Laws and Company Security Standards. With respect to all Confidential Information retained in accordance with this Section 10.3(b), Supplier shall (i) only use and disclose such Confidential Information to the minimum extent necessary to comply with Applicable Law or as directed by Company; (ii) continue to provide Information Certifications in accordance with Section 10.3(a) until all such Confidential Information has been returned or destroyed; and (iii) in accordance with the Company Security Standards, return or destroy, at Company's election, all such Confidential Information promptly following the expiration of the applicable retention requirement and provide an Information Certification.

- 10.4 Upon Company's request, Supplier shall return all Confidential Information and data to Company or to such other party as directed by Company. Supplier shall return all such data either in a reasonable format acceptable to Company, or in any specific format required by Company, at no cost or expense to Company.
- 10.5 Supplier shall maintain records that adequately document the chain of custody of all Company Confidential Information (whether held by Supplier or any third parties permitted to generate or receive Company Confidential Information under this Agreement) and provide such records to Company upon request. Any delegation of the custody, care or control of Company Confidential Information by Supplier to a third party must comply with all requirements in this Agreement, including, without limitation, requirements to obtain Company's prior approval.
- 10.6 To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Nothing in this section shall require any notice or other action by Company in connection with requests or demands for Confidential Information by External Examiners.
- 10.7 The obligations of confidentiality in this section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public through no fault of the Recipient; or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality.
- 10.8 Notwithstanding anything above, Company may disclose Confidential Information of Supplier to Company's other service providers for the purpose of further handling, processing, modifying and adapting the Products or Services for use by or for Company or for developing bank processes, conducting analyses and similar internal purposes, provided that such service providers have agreed to observe in substance the obligations of Company set forth in this section.
- 10.9 Notwithstanding the foregoing, the confidentiality provisions in this Agreement do not prevent Representatives and Affiliates from providing information in response to valid and enforceable subpoenas or as otherwise required by law or regulation, for financial reporting, or from using this Agreement to enforce its terms. Nothing in this Agreement prohibits Representatives and Affiliates or other individuals from initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before, any government, law enforcement or Regulator, in connection with any reporting of, investigation into, or proceeding regarding suspected violations of law. Customer does not consent to disclosures that would violate Applicable Law, including information that would reveal the existence or contemplated filing of a suspicious activity report.
- 10.10 Supplier shall not issue any media releases, public announcements or public disclosures relating to the Agreement or use the name or logo of the Customer, the Customer or any of its Affiliates including, without limitation, in promotional or marketing material or on a list of customers unless required by legal, accounting, or regulatory requirements beyond the reasonable control of Supplier.

11. Termination of the Agreement

- 11.1 This Agreement may be terminated, without prejudice to other rights, remedies and recoveries at law or in equity, by a Party immediately by written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:
- commits a material or persistent breach of any of its obligations under this Agreement and where such breach is capable of remedy, fails to remedy it within ten (10) days after service of written notice from the other Party of such default; or
 - becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors.
- 11.2 The Customer may terminate this Agreement immediately in whole or in part by written notice if:
- Supplier suffers a change of control; or
 - Supplier transfers all, or substantially all, of its assets or merges with a third party; or
 - in providing Services hereunder, Supplier violates any law or regulation governing the financial services industry, or causes Customer to be in material violation of any law or regulation governing the financial services industry; or
 - Supplier attempts to assign this Agreement without consent.

- 11.3 The Customer may terminate this Agreement immediately in whole or in part without cause on thirty (30) days prior written notice to Supplier.
- 11.4 Upon termination of this Agreement by the Customer pursuant to Sections 11.2 or 11.3:
- (a) Supplier shall be compensated proportionately to the extent that Goods and/or Services have been accepted by the Customer prior to the effective date of termination less any deductions or offsets, and the Customer shall have no further liability in respect of such termination or Agreement; and
 - (b) Supplier shall immediately refund to the Customer any advance payments made by the Customer less the amounts referred to in (a) above.
- 11.5 Upon termination or expiration of this Agreement, Supplier shall immediately return any documents or materials property of the Customer, the Customer or any of its Affiliates in Supplier's possession, as the Customer may direct. Upon failure to do so, the Customer shall be entitled to access Supplier's premises to recover such property.
- 11.6 Any termination of this Agreement for any reason shall be without prejudice to any rights or obligations that have accrued before termination and shall not destroy or diminish the binding force of any of the provisions of this Agreement that are expressly or by implication intended to come into force on, or continue in force after such termination.

12. Audit

- 12.1 Supplier shall maintain, at its own cost, all records relating to the provision of Goods and Services to the Customer in a location and for periods in accordance with Supplier's records retention policies or standard industry practice, as applicable, or as otherwise required by law. The Customer or the Customer's Affiliate acting on its behalf shall be entitled at its own discretion to conduct at least one audit per calendar year of Supplier's systems and procedures insofar as they relate to the delivery of Goods and/or Services.

13. Review

- 13.1 The Customer or its Affiliate acting on its behalf may request that Supplier meet with the Customer or its Affiliate acting on its behalf on a quarterly basis to review Supplier's performance of its obligations under this Agreement. Both the Customer and Supplier shall ensure that a senior representative attends each meeting on their behalf.

14. Changes

- 14.1 Supplier shall make no changes to the Purchase Order except as authorized in writing by the Customer or the Customer's Affiliate acting on its behalf. The Customer or its Affiliate acting on its behalf may at any time, by written notice, make changes in any one or more of the following, (a) drawings, designs, or specifications; (b) method of shipment or packing; (c) quantities of goods to be furnished; (d) Delivery Address(es), and (e) Delivery Date(s). If any such change causes an increase or decrease in the Price of or the time required for the performance of any part of the work under the Purchase Order, an equitable adjustment shall be negotiated in the Price or delivery schedule, or both, and the Purchase Order shall be modified in a writing agreed to by both Parties. Any claim by Supplier for adjustment under this clause must be asserted in writing within five (5) days of the date of receipt by Supplier of the notification of change required by the Customer.

15. General

- 15.1 All notices or other communications required under this Agreement shall be given to the Parties in writing to the applicable addresses set forth on the signature page, or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this section as follows: (a) by first class, registered or certified mail, return receipt requested and postage prepaid; (b) overnight express courier; or (c) by hand delivery to such addresses. Such notices shall be deemed to have been duly received (i) five (5) Business Days after the date of dispatch as described above; (ii) one (1) Business Day after being received by an express courier during business hours; or (iii) the same day if by hand delivery. Time-Sensitive Notices shall only be delivered by the methods described in (b) or (c) above. References to "in writing" or "written" include typing and printing but exclude any form of electronic communication unless the reference to a writing or written communication specifically states that electronic communication is permitted. Nothing in the notice requirements of this Agreement shall prevent a Party from sending general communications in relation to this Agreement by electronic mail.

- 15.2 In proving service of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and mailed as provided in Section 16.1, that the fax was properly addressed and transmitted or that the e-mail was properly addressed and transmitted by the sender's server into the network and that there was no apparent error in the operation of the sender's e-mail system. Sections 16.1 and 16.2 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.
- 15.3 Supplier may not assign, delegate, transfer, subcontract or dispose any of its rights or obligations under this Agreement to any third party without the Customer's prior written consent. No such assignment, delegation, subcontract, transfer or disposal, even if consented to, shall relieve Supplier of Supplier's obligations under this Agreement. Supplier shall procure that any permitted subcontractor enters into a confidentiality agreement as the Customer shall require.
- 15.4 If any part, term, provision or clause of this Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The rights and obligations of the Parties will be construed as if this Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 15.5 The rights of each Party under this Agreement:
- (a) may be exercised as often as necessary;
 - (b) unless otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and
 - (c) may be waived only in a writing that is clear and specific in its intent. Delay in exercising or non-exercise of any such right is not a waiver of that right.
- 15.6 A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by the other Party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other Party under any of the provisions of this Agreement.
- 15.7 This Agreement contains all the terms that the Parties have agreed and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the Parties whether written, arising from custom or oral in relation to the transactions provided for this Agreement. Any amendment or modification to this Agreement may only be effected in writing executed by both Parties.
- 15.8 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership, joint venture or similar arrangement between the Parties nor shall it constitute, or be deemed to constitute, one Party as the agent of the other Party for any purpose.
- 15.9 Except as expressly set forth in this Agreement and with the exception of the affiliates of the Customer, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.
- 15.10 Any amendment or other variation of this Agreement shall not be binding on the Parties unless set out in writing, expressed to vary this Agreement, and signed by authorized representatives of each of the Parties.
- 15.11 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party (including any duly authorized representative of a Party) may enter into this Agreement by executing a counterpart.
- 15.12 It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.* If this Agreement or any other related documents are translated into another language, the English version shall prevail.
- 15.13 This Agreement is governed by the laws of the State of New York without reference to conflicts of law provisions.

15.14 The courts of New York have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Agreement (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Agreement) and the Parties submit to the exclusive jurisdiction of such courts.

16. Mediation/Arbitration

16.1 If the Parties are unable to resolve a dispute arising out of or relating to this Agreement, including a claim based on or arising from an alleged tort, through good faith negotiation, then such dispute shall be referred to nonbinding mediation before a mediator acceptable to both sides, provided, however, a dispute relating to infringement of Intellectual Property Rights or disclosure of Confidential Information shall not be subject to this Section. The Parties shall share equally the expenses of such mediation. If mediation in accordance with the foregoing does not resolve a dispute, or the dispute is not eligible for mediation, it shall be determined by arbitration at the request of either Party. The arbitration shall be conducted by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in New York City, in accordance with the United States Arbitration Act (Title 9, U. S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and Commercial Arbitration Rules of the American Arbitration Association. The Section of these Order Terms entitled "Confidentiality" shall apply to the arbitration proceeding, all evidence taken, and the decision or order issued by the arbitrator, which shall be Confidential Information of both Parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. No provision of this Section shall limit the right of a Party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. The exercise of a remedy does not waive the right of either Party to resort to arbitration.

17. Waiver of Jury Trial

17.1 THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INTERPRETATION, OBLIGATIONS, PERFORMANCE, ENFORCEMENT OR ANY OTHER ASPECTS OF, AND OPERATIONS UNDER, THIS AGREEMENT, THE GOODS, THE SERVICES, THE RELATIONSHIP OF THE PARTIES WITH RESPECT TO THIS AGREEMENT OR ANY CLAIM OF INJURY OR DAMAGE.

18. Attorneys' Fees

18.1 If either Party commences legal or arbitral proceedings to resolve a dispute arising from or relating to this Agreement, the prevailing Party, as determined by the court or arbitrator, shall be entitled to recover, from the other Party, the costs and expenses it actually incurs arising from or relating to such proceedings, including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation and litigation/arbitration.

18.2 To the extent Executive Order 13496 is applicable to the Services or Goods, the text of 29 CFR Part 471, Appendix A to Subpart A (as amended, modified, restated or supplemented from time to time) is hereby incorporated by reference as if set forth fully herein. Supplier shall comply with all requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, and all promulgated regulations applicable thereto (collectively, "EO 13496 Requirements"). At least annually, and on a more frequent basis as determined by Customer, Supplier shall certify in writing, in a form acceptable to Customer, that Supplier has fully complied with all applicable EO 13496 Requirements. Failure to comply with applicable EO 13496 Requirements or the written certification requirements shall be deemed a material breach of this Agreement.

19. Equal Opportunity Employment

19.1 Supplier acknowledges that it provides a workplace free of discrimination or harassment. Specifically, Supplier does not tolerate discrimination on the basis of race or gender, gender identity, color, sex, sexual orientation, national origin, age, religion, disability status, veteran status or any other factor that is irrelevant to the ability to provide goods or services to Customer.

19.2 If applicable in the country in which Supplier performs the Services or provides the Goods, Supplier agrees to comply with the provisions of applicable laws and regulations governing equal employment opportunity and affirmative action. These include, as applicable, the Equal Opportunity Clause of U.S. Executive Order 11246, as set forth at 41 CFR 60-1.4; and the Affirmative Action Clauses of Section 503 of the U.S. Rehabilitation Act of 1973, as set forth at 41 CFR 60-741.4, and Section 402 of the U.S. Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. 4212), as set forth at 41 CFR 60250.4.

20. Executive Order 13496

20.1 To the extent Executive Order 13496 is applicable to the Services or Goods, the text of 29 CFR Part 471, Appendix A to Subpart A (as amended, modified, restated or supplemented from time to time) is hereby incorporated by reference as if set forth fully herein. Supplier shall comply with all requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, and all promulgated regulations applicable thereto (collectively, "EO 13496 Requirements"). At least annually, and on a more frequent basis as determined by Customer, Supplier shall certify in writing, in a form acceptable to Customer, that Supplier has fully complied with all applicable EO 13496 Requirements. Failure to comply with applicable EO 13496 Requirements or the written certification requirements shall be deemed a material breach of this Agreement.

21. Sanctions

21.1 Supplier represents and warrants that neither it nor its agents is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, or other relevant sanctions authority in any applicable jurisdiction in which the Supplier performs the Services or provides Goods (collectively, "**Sanctions**"), nor are the Supplier or its agents located, organized or resident in a country or territory that is the subject of Sanctions. Supplier represents and warrants that neither it nor its agents has or during the term of this Agreement will violate any Sanctions. Supplier represents and warrants that neither it nor its agents will use money generated from its relationship with Customer under this Agreement to fund or engage in any activities with any individual or entity or in any country or territory that, at the time of such funding or activity, is the subject of Sanctions.

22. Bail In

22.1 Supplier acknowledges and accepts that Customer may be subject to the requirements of Bail-In Legislation. If this is the case, the Parties accept, agree and acknowledge that they will be bound by the Bail-In powers of a Bail-In Authority, including (i) the powers to write-down and/or convert obligations of a regulated entity, so they can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of the regulated entity or any other person (resulting in the issuing to/conferring upon the relevant obligee Party of such securities; (ii) the ability to amend or modify the maturity of eligible liabilities and/or the terms of an agreement, the amount of interest payable, or the date on which interest becomes payable (including by suspending payment for a temporary period), and the power to terminate transactions early and value those transactions under such agreement (collectively, "**Bail-In Powers**"). "**Bail-In Legislation**" means: (i) in relation to an EEA Member Country, that country's applicable laws and regulations implementing Article 55 of Directive 2014/59/EU; (ii) in relation to the United Kingdom, the UK Bail-In Legislation; and (iii) in relation to any other jurisdiction, any analogous laws and regulations that require contractual recognition of write-down and conversion powers, which are substantially equivalent to Bail-In Powers. "**Bail-In Authority**" means any Regulator with authority to exercise power under any Bail-In Legislation. "**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other laws and regulations in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).