

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 Vendor and the Company (the "parties") unless a master agreement is in effect between Vendor and the Company 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

In this Agreement:

- 1.1 **"Affiliate"** means an entity now or hereafter Controlled by, Controlling, or under common Control with a party, or under common Control of a Controlling party, which for the avoidance of doubt shall mean that any company Controlled by the Company Corporation shall be an Affiliate of any other company so controlled.
- 1.2 **"Agreement"** means the Purchase Order and these terms and conditions and/or any other governing agreement specifically identified by the Purchase Order;
- 1.3 **"Company"** means 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;
- 1.4 **"Control"** means that an entity owns or controls directly or indirectly 50% or more of the equity representing the right to vote for the election of directors or other managing authority of another entity or where an entity otherwise possesses the power to direct or cause the direction of the management and policies of another entity.
- 1.5 **"Company Materials"** means all materials created and developed for or on behalf of the Company under this Agreement;
- 1.6 **"Delivery Address"** means 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;
- 1.7 **"Delivery Date"** means 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;
- 1.8 **"Goods"** means the goods, including any software or applications, set out on the Purchase Order or as otherwise agreed by the parties in writing;
- 1.9 **"Intellectual Property Rights"** means (a) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.10 **"Price"** means 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;
- 1.11 **"Purchase Order"** means the relevant purchase order issued by the Company or its Affiliate on the Company's behalf;
- 1.12 **"Services"** means 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;
- 1.13 **"Specification"** means the specification for the Goods or Services (as appropriate) as set out on the Purchase Order or otherwise agreed by the parties in writing; and
- 1.14 **"Vendor"** means Vendor whose details are set out on the Purchase Order.

2. Terms for the Supply of the Goods and Services

- 2.1 The Company orders and Vendor agrees to supply the Goods and/or Services on the terms and condition of this 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 Vendor to the Company shall be deemed conclusive evidence of Vendor's acceptance of this Agreement.
- 2.5 Time (including time of delivery) is of the essence of this Agreement.
- 2.6 Vendor agrees to provide reasonable assistance to enable the Company 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 Company and its Affiliates.

3. Purchase Order

- 3.1 The Company shall submit any proposed Purchase Order in writing or by electronic means to Vendor.
- 3.2 Vendor shall within five (5) days of the date of each proposed Purchase Order submitted to it respond to each Purchase Order confirming its interest in that Purchase Order and this confirmation shall constitute the acceptance of that Purchase Order by Vendor 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 Company or its Affiliate ordering Goods or Services on its behalf may withdraw, modify or cancel any Purchase Order which has not been accepted by Vendor.

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 Company shall pay the Price to Vendor not earlier than thirty (30) days after the later of:
 - (a) the Company's receipt of accurate and comprehensive details of Vendor's bank account;
 - (b) the Company's receipt of the Goods;
 - (c) completion of the Services to the Company's satisfaction; or
 - (d) the Company's receipt of a valid, correct and undisputed invoice for the Goods and/or Services from Vendor quoting the Purchase Order number.
- 4.4 Vendor agrees that the Company may set off against the Price any payments due to the Company from Vendor under this Agreement or any other agreement.
- 4.5 Upon request by the Company, Vendor shall provide the Company 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 Company. If Vendor 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 Company will be invoiced accordingly.

5. Delivery, Title and Risks

- 5.1 The Goods shall be securely and properly packed by Vendor.
- 5.2 Vendor shall deliver the Goods and/or supply the Services to the Delivery Address(es) on the Delivery Date(s). If Vendor fails to deliver the Goods or Services on the Delivery Date(s), then the Company 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, Vendor shall ensure that the Goods are signed for by a duly authorized member of the Company.
- 5.4 Title to the Goods and risk of loss shall not pass to the Company until the Goods are accepted by the Company in accordance with section 7.

- 5.5 Vendor shall deliver the Goods with such documentation as is necessary to enable the Company and the Company 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, Vendor shall not forward quantity shipments until the Company has approved in writing Vendor's samples and/or proofs.
- 6. Warranties and Representations**
- 6.1 Vendor warrants and represents to the Company and the Company Affiliate that acted on the Company's behalf that:
- (a) the Goods shall be:
 - 1) of satisfactory quality;
 - 2) in accordance with the Specifications, if any;
 - 3) of first class materials, workmanship and design; and
 - 4) new and unused unless otherwise specified in the Purchase Order;
 - (b) the Services shall be supplied in accordance with the Specifications;
 - (c) Vendor, its employees, agents and subcontractors will provide the Services and carry out all of Vendor's obligations under this Agreement with all reasonable skill and care, in a timely and professional manner, and using appropriately skilled and experienced personnel;
 - (d) Vendor shall meet all timelines agreed by the parties under this Agreement;
 - (e) Vendor shall maintain sufficient trained and experienced staff to supply the Goods and/or Services under the terms of this Agreement;
 - (f) Vendor 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) Vendor holds and shall hold any and all necessary licenses and has otherwise complied and 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
- 6.3 Where the Goods or any part of them are manufactured by a third party Vendor shall, in addition to Vendor obligations in this Agreement, pass on to the Company the benefit of any guarantee, condition and warranty granted by the manufacturer in relation to such Goods. Vendor shall use its best efforts to pass on to the Company any servicing agreement that Vendor received from the manufacturer in respect of such Goods.
- 7. Defects**
- 7.1 The Company shall be entitled to reject any of the Goods delivered which are not in accordance with the Specifications and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following the delivery and within such reasonable time does not notify Vendor of any defect.
- 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 Company 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 Vendor to replace such Defective Goods; and/or require Vendor to repair such Defective Goods.
- Vendor shall replace or repair the Defective Goods within seven (7) days from the date of the Company'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, Vendor shall, at Vendor's cost and expense:
- (a) collect the Goods that have been rejected, or which the Company requires to be repaired or replaced (as appropriate) from the Company; and
 - (b) return the replacement or repaired Goods to the Company to the Delivery Address or any other address indicated by the Company.
- 7.4 If any of the Services are not supplied in accordance with this Agreement, the Company 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 Company rejects any Goods pursuant to Section 7.2(a) above or the Services pursuant to Section 7.4 above, Vendor shall immediately refund any payments made by the Company in respect of such Goods or Services.
- 8. Intellectual Property Rights and Ownership**
- 8.1 Vendor warrants that Vendor's performance of this Agreement and the use by the Company, the Company 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 Company Materials shall belong to the Company and shall vest in the Company unconditionally and immediately on creation of such Intellectual Property Rights. Vendor agrees to transfer to the Company, 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 Company 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, Vendor undertakes to execute any deeds and documents and do anything as the Company may reasonably require to vest all those Intellectual Property Rights in the Company and irrevocably authorizes the Company 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 Company or the Company or any of its Affiliates shall be the property of the Company or the Company or such Affiliate and shall only be used by Vendor in relation to the performance of Vendor's obligations under this Agreement. Such materials while in Vendor's custody or control shall be held at Vendor's risk, shall be kept insured by Vendor, at Vendor's expense, in an amount equal to the replacement cost with loss payable to the Company, and shall be returned to the Company upon demand, in which event, Vendor shall prepare such materials properly for shipment and shall deliver the same to the Company in the same condition as originally received by Vendor, reasonable wear and tear accepted.
- 9. Indemnity and Insurance**
- 9.1 Vendor will indemnify, defend and hold the Company 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 Company 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 wilful misconduct of Vendor, 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 Vendor 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.
- 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, Vendor will promptly as required by the Company and without limitation of Vendor's indemnity obligations as provided above:
- (a) procure for the Company 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 which 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 Vendor's expense and promptly refund to the Company 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 Company all monies paid in connection with all Services provided under that Agreement, save for those which have been fully performed at that date and for which the benefit can be fully utilized by the Company, notwithstanding that all Services have not been completed.
- 9.3 Vendor shall, at its own expense, secure and maintain in full force and effect throughout the Term, insurance with reputable insurance companies qualified to do business in the jurisdiction in which the Goods will be delivered or the Services will be performed, the terms and amounts of which meet generally accepted industry standards for: "Workers' Compensation Insurance," "Employers' Liability Insurance," "Commercial General Liability Insurance," "Business Automobile Liability Insurance," and "Errors and Omissions."
- 9.4 Upon request by the Company or a Company Affiliate acting on behalf of the Company, Vendor shall furnish to the Company 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 Company, the Company 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 For the purposes of this clause, "**Confidential Information**" means all information of a confidential nature disclosed by whatever means by the Company, the Company or any of its Affiliates either directly or from any person associated with the Company, the Company or any of its Affiliates, to Vendor which concerns the business, operations or customers of the Company, the Company or any of its Affiliates and includes the provisions and subject matter of this Agreement and any agreements or documents executed by the parties in connection with this Agreement.
- 10.2 Vendor shall keep, and shall procure that each of its associated persons, including but not limited to employees, directors, agents, subcontractors and professional advisers, shall keep, the Confidential Information confidential and not disclose it to any person, other than as permitted under this section 10.
- 10.3 Section 10.2 shall not apply to the disclosure of Confidential Information if and to the extent:
- (a) required by any law or by regulation of any country with jurisdiction over the affairs of Vendor; or
- (b) required by the rules of any competent authority or securities exchange on which securities of Vendor are listed; or
- (c) required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body; or
- (d) that such information is in the public domain other than through breach of this clause, provided that in the case of paragraphs (a), (b) and (c) Vendor shall to the extent reasonably practicable and permitted by such law, regulation, rules or body promptly notify the Company in writing and co-operate with the Company regarding the timing and content of such disclosure and any action which the Company may reasonably wish to take to challenge the validity of such requirement.
- 10.4 Vendor may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, agents, subcontractors, lenders, rating agencies and professional advisers with access to Confidential Information on a strict "need-to-know" basis only. Vendor shall ensure that each separate recipient is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where such recipient is not an employee or director of the relevant party (and is not under a professional duty to protect confidentiality) Vendor shall ensure that the recipient shall enter into a written confidentiality undertaking with Vendor on substantially equivalent terms to this Agreement, a copy of which shall be provided to the Company upon written request.
- 10.5 Vendor shall not issue any media releases, public announcements or public disclosures relating to the Agreement or use the name or logo of the Company, the Company 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 Vendor.
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:
- (a) 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
- (b) 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 Company may terminate this Agreement immediately in whole or in part by written notice if:
- (a) Vendor suffers a change of control; or
- (b) Vendor transfers all, or substantially all, of its assets; or
- (c) in providing Services hereunder, Vendor violates any law or regulation governing the financial services industry, or causes Company to be in material violation of any law or regulation governing the financial services industry; or
- (d) Vendor attempts to assign this Agreement without consent.
- 11.3 The Company may terminate this Agreement immediately in whole or in part without cause on thirty (30) days prior written notice to Vendor.
- 11.4 Upon termination of this Agreement by the Company pursuant to section 11.2 or 11.3:
- (a) Vendor shall be compensated proportionately to the extent that Goods and/or Services have been accepted by the Company prior to the effective date of termination less any deductions or offsets, and the Company shall have no further liability in respect of such termination or Agreement; and
- (b) Vendor shall immediately refund to the Company any advance payments made by the Company less the amounts referred to (a) above.
- 11.5 Upon termination or expiration of this Agreement, Vendor shall immediately return any documents or materials property of the Company, the Company or any of its Affiliates in Vendor's possession, as the Company may direct. Failure to do so, the Company shall be entitled to access Vendor'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 which have accrued before termination and shall not destroy or diminish the binding force of any of the provisions of this Agreement which are expressly or by implication intended to come into force on, or continue in force after such termination.
12. **Audit**
- 12.1 Vendor shall maintain, at its own cost, all records relating to the provision of Goods and Services to the Company in a location and for periods in accordance with Vendor's records retention policies or standard industry practice, as applicable, or as otherwise required by law. The Company or the Company's Affiliate acting on its behalf shall be entitled at its own discretion to conduct at least one audit per calendar year of Vendor's systems and procedures insofar as they relate to the delivery of Goods and/or Services.
13. **Review**
- 13.1 The Company or its Affiliate acting on its behalf may request that Vendor meet with the Company or its Affiliate acting on its behalf on a quarterly basis to review Vendor's performance of its obligations under this Agreement. Both the Company and Vendor shall ensure that a senior representative attends each meeting on their behalf.

14. **Reserved**
15. **Changes**
- 15.1 Vendor shall make no changes to the Purchase Order except as authorized in writing by the Company or the Company's Affiliate acting on its behalf. The Company 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 Vendor for adjustment under this clause must be asserted in writing within five (5) days from the date of receipt by Vendor of the notification of change required by the Company.
16. **General**
- 16.1 Unless otherwise agreed by the parties in writing, any notice or other communication to be given under this Agreement must be in writing (which includes fax and electronic mail) and may be delivered or sent by mail, fax or electronic mail to the party to be served at its address set out on the Purchase Order. Any notice or other document sent by mail shall be sent with prepaid first class postage (if within the United States) or by prepaid airmail postage (if elsewhere). Any notice or other formal communication shall be deemed to have been given: (a) if delivered, at the time of delivery; (b) if mailed within the same country, on the third business day after it was deposited with the postal service, and if posted internationally, on the seventh business day after it was deposited with the postal service; (c) if sent by fax, on the date of transmission, if transmitted before 3.00 p.m. on any business day, and in any other case on the business day following the date of transmission; or (d) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.
- 16.2 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 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.
- 16.3 Vendor may not assign, delegate, transfer or dispose any of its rights or obligations under this Agreement to any third party without the Company's prior written consent. No such assignment, delegation, transfer or disposal, even if consented to, shall relieve Vendor of Vendor's obligations under this Agreement. Vendor shall procure that any permitted subcontractor enters into a confidentiality agreement as the Company shall require.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 This Agreement contains all the terms which 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.
- 16.8 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.
- 16.9 Except as expressly set forth in this Agreement and with the exception of the affiliates of the Company, 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.
- 16.10 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.
- 16.11 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.
- 16.12 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.
- 16.13 This Agreement is governed by the laws of the State of New York without reference to conflicts of law provisions.
- 16.14 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.
17. **Mediation/Arbitration**
- 17.1 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.
18. **Waiver of Jury Trial**
- 18.1 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.

19. **Attorneys' Fees**

19.1 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.

20. **Equal Opportunity Employment**

20.1 Vendor acknowledges that it provides a workplace free of discrimination or harassment. Specifically, Vendor 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 Company.

20.2 If applicable in the country in which Vendor performs the Services or provides the Goods, Vendor 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.

20.3 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. Vendor 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 Company, Vendor shall certify in writing, in a form acceptable to Company, that Vendor 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 Vendor 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 Vendor performs the Services or provides Goods (collectively, "Sanctions"), nor are the Vendor or its agents located, organized or resident in a country or territory that is the subject of Sanctions. Vendor represents and warrants that neither it nor its agents has or during the term of this Agreement will violate any Sanctions. Vendor represents and warrants that neither it nor its agents will use money generated from its relationship with Company 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.

May 2017