

Credit Suisse General Terms and Conditions for the Purchase of Products and/or Services

These Credit Suisse General Terms and Conditions (the “**GTC**”) are incorporated by reference or attached to the ordering document for the Products and Services (the “**Purchase Order**”). The Purchase Order may also include a statement of work. The GTC, the Purchase Order (including any statement of work attached thereto) and the Addendums incorporated by reference or attached to it together form the agreement (the “**Agreement**”). The Agreement is made between the Credit Suisse company named in the Purchase Order (“**Credit Suisse**”), which shall include its Affiliates, successors, assignees and agents, and the supplier named in the Purchase Order (the “**Supplier**”) (each of Credit Suisse and Supplier, a “**Party**” and together, the “**Parties**”).

The “**Products**” and/or “**Services**” shall be the products and/or services described in the Purchase Order and any annexed documents and any alterations, additions and/or improvements thereto.

For the purposes of the Agreement, capitalized terms not defined elsewhere in the Agreement shall have the meaning set forth in Section 34 (Definitions) of this GTC.

1. Formation of this Agreement

- 1.1 The terms in the Agreement shall apply to the purchase of Products and/or Services either upon execution of the Purchase Order or upon commencement of the Services or delivery of the Products, as specified in the Purchase Order. If no such specification is stated in the Purchase Order, the terms in the Agreement are deemed to apply upon commencement of the services or delivery.
- 1.2 The terms of the Agreement shall supersede and replace the terms and conditions of any other agreement between the Parties and/or their Affiliates associated with the Products and/or Services in the Purchase Order, including without limitation, invoice, bill, statement, or web page.

2. Order of Precedence

- 2.1 Unless specified otherwise in the Purchase Order or an Addendum, in the event of a conflict between the Purchase Order, an Addendum and/or these GTC, the order of precedence shall be as follows: the Purchase Order, the Addendum(s), these GTC.

3. Price and Payment

- 3.1 The price for the Products and/or Services is set out in the Purchase Order (the “**Price**”).
- 3.2 All invoices of Supplier must comply with all applicable Laws, particularly local tax regulations, and be addressed to the Credit Suisse entity (including full address, Attn: Accounts Payable) specified in the Purchase Order.
- 3.3 Supplier shall invoice Credit Suisse as specified in the Purchase Order and the Credit Suisse invoicing standards: <https://www.credit-suisse.com/about-us/en/our-company/corporate-responsibility/banking/suppliers/submitting-invoices.html>
Amounts shall be invoiced in arrears, after delivery and acceptance of the Products and/or Services in accordance with the Agreement. By default, any time and materials Services shall be invoiced calendar monthly in arrears.
- 3.4 Unless otherwise agreed in writing, Credit Suisse shall make payment within sixty (60) calendar days from the date of receipt of each properly-rendered and undisputed invoice, subject to Credit Suisse’s acceptance of the Products and/or Services as described in the Agreement. Credit Suisse shall not be liable for interest or other late charges on late payments. Supplier shall not use any methods of repossession (including electronic methods) for any reason. Supplier is not entitled to withhold and/or suspend the Products and/or Services.
- 3.5 Payment of the Price (or any portions thereof) by Credit Suisse is without prejudice to any rights Credit Suisse may have by reason of the Products and/or Services failing to comply with any specification relating to the Products

and/or Services or any breach by the Supplier of all or any of the clauses in the Agreement.

- 3.6 Credit Suisse may set off against any amount due to Supplier for any credit or claim to which Credit Suisse may at any time be entitled pursuant to the Agreement.

4. Taxes

- 4.1 Unless agreed otherwise in writing, all fees, prices, and other charges mentioned in this Agreement shall be (i) inclusive of all taxes and of all costs of packaging, packing, shipping, carriage, insurance and delivery to the location specified under the Agreement, but (ii) exclusive of all sales, use or value-added taxes assessed on the provision of Products and Services to Credit Suisse, and, subject to the provisions regarding invoicing herein, Credit Suisse shall be responsible for the payment of such taxes in the country in which the Products and Services are provided or, if applicable, provide Supplier with a tax exemption certificate (in which case the taxes so being exempted shall not be payable by Credit Suisse to Supplier). Supplier shall be responsible for the payment of all duties, taxes and other charges levied upon signing and/or performance of the Agreement that are not the responsibility of Credit Suisse including withholding tax.

- 4.2 In the event that any payment in respect of any invoice be subject by Law to any withholding tax:

- (i) Credit Suisse may make payment to Supplier of the amount owing less a deduction for such withholding tax and account to the relevant taxation authority for the appropriate withholding tax;
- (ii) payment of such net sum to Supplier and of the withholding tax to the relevant taxation authority will constitute full settlement of the sums owing pursuant to the relevant invoice;
- (iii) on written request from Supplier to Credit Suisse, and at Supplier's expense, Credit Suisse will provide evidence that may be reasonably required to establish the payment of the relevant withholding tax; and

- (iv) Supplier will, on request from Credit Suisse, provide a declaration of tax residence on the prescribed forms and obtain certification by the relevant taxation authority in order to confirm the applicability and availability of any reduced rate of withholding tax pursuant to the provisions of any relevant double taxation treaties.

- 4.3 If any payment (or deemed payment) has been made to Supplier by Credit Suisse without the applicable withholding tax being withheld from such payment (or deemed payment) and Credit Suisse has paid over the applicable withholding tax to any governmental authority, or any governmental authority asserts a claim that Credit Suisse did not properly withhold tax from amounts paid (including any amounts deemed to be paid) to or for the account of Supplier because the appropriate form was not delivered or was not properly executed or because Supplier failed to notify Credit Suisse of a change in circumstance which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason, Supplier shall indemnify Credit Suisse fully for all amounts paid, directly or indirectly, by Credit Suisse as tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred whether or not such tax was correctly or legally imposed or asserted by the relevant governmental authority.

- 4.4 To the extent applicable and upon request, Supplier shall provide Credit Suisse with tax forms relating to specific jurisdictions, e.g. with regards to the confirmation of tax exemptions.

5. Delivery of the Products/Performance of the Services

- 5.1 Unless specified otherwise in the Purchase Order, the delivery of the Products and/or the performance of the Services shall begin immediately upon formation of the Agreement as set forth in Section 1.1 above without requiring any further reminder by Credit Suisse. If Supplier fails to deliver the Products and/or perform the Services by the specified date(s) in the Purchase Order, or where no time is

specified, within a reasonable time, Credit Suisse shall be entitled to:

- (i) terminate the Agreement without further obligation and liability and refuse any subsequent delivery of the Products or provision of the Services from the Supplier; and/or
- (ii) request delivery of the Products and/or performance of the Services from a third party and recover from Supplier any expenses reasonably incurred thereby.

If Credit Suisse terminates the Agreement as set forth in (i) above, the Supplier shall refund to Credit Suisse all fees paid to the Supplier by Credit Suisse.

5.2 Unless otherwise agreed in writing, the place of performance shall be the address of Credit Suisse specified in the Purchase Order.

6. Title; Risk; Acceptance of Products and Services

- 6.1 Supplier is responsible for all damages and losses during transport and delivery of the Product.
- 6.2 Title in the Products shall pass to Credit Suisse upon receipt of the Products or upon payment of the associated amount(s) by Credit Suisse, whichever is earlier.
- 6.3 The Products and Services shall be subject to review and acceptance by CS for the purpose of demonstrating conformance with the acceptance criteria and in accordance with the specific acceptance procedure as set forth in the Agreement ("**Acceptance Testing**").
- 6.4 Delivery of Products or provision of Services or Credit Suisse's use thereof shall not be deemed acceptance by Credit Suisse.
- 6.5 Credit Suisse shall be entitled at any time, at the Supplier's expense, to reject any Services not performed and/or Products not provided in accordance with the requirements of the Agreement and Credit Suisse, without prejudice to any other rights or remedies it may have, shall be entitled to:
 - (i) request the Supplier to perform the Services and/or provided the Products to the standard required by the Agreement within a reasonable period following such request as specified by Credit Suisse; or

- (ii) request completion of the performance of the Services and/or provision of the Products by a third party at the expense of the Supplier; or

- (iii) terminate this Agreement without further obligation and liability.

If Credit Suisse terminates this Agreement as set forth in (iii) above, the Supplier shall refund to Credit Suisse all fees paid to the Supplier by Credit Suisse.

7. Reporting

7.1 Supplier shall document all work performed on the Services and/or the delivery of the Products, and shall report the progress of work to Credit Suisse at a frequency and in a form as agreed upon between the Parties in the Agreement or separately from time to time.

7.2 Supplier shall inform Credit Suisse immediately, in writing or by e-mail, of all circumstances, events, or findings that could jeopardize or prevent the proper and timely performance of the Services and/or delivery of Products, or that could result in an overrun of any cost ceiling agreed upon and shall suggest suitable measures to mitigate them. If Supplier fails to provide notification of such delays immediately upon learning of such occurrence or possible occurrence, Suppliers waives the right to claim such delays as a defense to non-performance.

8. Guidelines and Instructions

8.1 Subject to the provisions set forth in the Agreement, Credit Suisse is entitled to issue guidelines and instructions to the Supplier concerning Services and Products. Supplier shall implement such guidelines and instructions without delay, provided that they remain within the agreed scope of the Agreement. If the guidelines or instruction provided by Credit Suisse are outside of the agreed upon scope of work contained in the Agreement, Supplier will immediately provide written objection to Credit Suisse and the Parties shall work in good faith to the achieve the desired outcome Credit Suisse is seeking to achieve as to the Services and Products.

9. Personnel

- 9.1 Supplier shall be responsible for any and all acts and omissions of its Affiliates, agents, subcontractors and Supplier's Personnel, as if such acts or omissions were its own.
- 9.2 Supplier's Personnel are not employees of Credit Suisse and therefore are not and shall not be entitled to any employment benefits provided to employees of Credit Suisse. Supplier is responsible for all employee-related taxes relating to Supplier's Personnel, Affiliates, agents and subcontractors. Supplier will, at its own expense, timely pay to or on behalf of its Personnel all compensation, benefits, taxes, insurance or assessments. Supplier shall at all times during the Agreement Term maintain such supervision, direction and control over its Personnel and agents as required by applicable Laws and to preserve the parties' independent contractor status. Supplier shall be solely and exclusively responsible at its cost for verifying and ensuring the work authorization status of all of Supplier's Personnel.

10. Warranties

- 10.1 Supplier represents, warrants and undertakes to Credit Suisse that:
- (i) the design, construction and quality of any Products and/or Services complies in all material respects with any specifications set out in the Purchase Order or otherwise supplied by Credit Suisse and shall be fit for their purpose and of satisfactory quality;
 - (ii) the Services shall be performed with all due skill, care, diligence, prudence, foresight and judgement;
 - (iii) the Services shall be carried out by properly qualified Personnel of Supplier and in accordance with any specifications set out in the Purchase Order or otherwise supplied by Credit Suisse and in accordance with best practice prevailing in Supplier's industry;
 - (iv) Supplier, its Personnel, representatives, agents and subcontractors as well as the Products and/or Services shall comply with the requirements of all Laws which

apply to performing or supplying the Products or Services; and

- (v) the use of the Products or receipt of the Services by Credit Suisse and/or its Affiliates shall not infringe any Intellectual Property Rights.

11. Indemnification by Supplier

- 11.1 Supplier will indemnify, defend and hold harmless Credit Suisse and all of its direct and indirect Personnel, officers, directors, employees, agents, successors and assigns (each, an "**Indemnified Person**") from any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "**Losses**"), and threatened Losses due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to (each, an "**Indemnified Claim**"): (a) Supplier's breach of the confidentiality or privacy provisions; (b) violations of any of Supplier's representations and warranties set forth in Section 10; or (c) fraud, gross negligence, or wilful or reckless misconduct of or by Supplier or any its representatives, agents, subcontractors or Personnel. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person's prior written consent (not to be unreasonably withheld).
- 11.2 If Supplier or Credit Suisse is enjoined or otherwise prohibited from using intellectual property, equipment or other resources, or is likely to be enjoined or prohibited from using such intellectual property, equipment or other resources, due to claims of infringement of Intellectual Property Rights, the Supplier shall, at its expense, (i) procure for itself or Credit Suisse as the case may be the right to continue using such intellectual property, equipment and other resources; (ii) substitute a non-infringing version of such intellectual property, equipment and other resources of equal or better performance; (iii) modify such intellectual property, equipment and other resources such that it or they will be free of

infringement; or (iv) if the Supplier is unable to accomplish any of the foregoing, then Credit Suisse may terminate this Agreement for cause as provided in Section 13 below.

12. Insurance

12.1 Supplier shall obtain and maintain in force, at its own expense, throughout the performance of its obligations under the Agreement, insurance coverage with reputable insurance companies against claims, regardless of when asserted, that may arise out of, or result from, the operations of Supplier or any of Supplier's Personnel. Such insurance shall include the following coverage with limits no less than those set forth below:

- (i) public liability insurance/Commercial General Liability with a policy limit of at least \$5,000,000 (or the equivalent in another currency) per event or claim, this can be satisfied by a combination of primary and excess liability policies;
- (ii) employers' liability insurance/worker's compensation with a policy limit as required by applicable Law, however of at least \$1,000,000 (or the equivalent in another currency) per event or claim. This requirement can also be satisfied by providing workers compensation insurance for US based vendors, or otherwise be in compliance with the host countries regulations regarding the insuring of employee injury;

together, the "**Insurance Policies**".

12.2 The Supplier shall, on request of Credit Suisse from time to time, provide Credit Suisse with evidence that the Insurance Policies are in place and premiums fully paid up. Such evidence may be provided in the form of a broker's letter of confirmation.

13. Term and Termination

13.1 The Agreement is effective upon the date indicated in the Purchase Order (the "**Effective Date**") and shall continue in force for the term indicated in the Purchase Order, unless terminated as provided below (the "**Agreement Term**"). In the event the Purchase Order is terminated, Credit Suisse's sole obligation to Supplier shall be to pay to

Supplier any fees properly due and owing to Supplier pursuant to the Agreement.

13.2 In case of termination of the Purchase Order, the Agreement shall automatically terminate with effect on the effective date of termination of the Purchase Order.

13.3 If any of the following events occur, Credit Suisse shall be entitled to terminate the Purchase Order forthwith by written notice to Supplier without any liability on the part of Credit Suisse or release of claims by Credit Suisse:

- (i) if Supplier commits a material breach of the Agreement (including any breach of warranty) and, in the case of a breach capable of remedy, fails to remedy the breach within ten (10) Business Days of receipt of notice from Credit Suisse;
- (ii) if Supplier files a voluntary petition for bankruptcy, is adjudged bankrupt, becomes insolvent, suspends or takes steps to wind up its business for any reason, is unable to pay its debts within the meaning of applicable insolvency Laws, or otherwise seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against Supplier;
- (iii) Credit Suisse is required to terminate this Agreement in accordance with applicable Law or due to a requirement from a competent regulator;
- (iv) if the Supplier ceases to be compliant with Credit Suisse's due diligence requirements and such failure to comply could not be remedied; or
- (v) in the event of a Change in Control of Credit Suisse or Supplier, if Credit Suisse believes, in its reasonable good faith judgment, that the Change in Control would have a material impact on the delivery or receipt of the Products and/or Services specified therein.

13.4 Upon termination of the Purchase Order, the Supplier shall provide all reasonable assistance as Credit Suisse may request to affect a smooth handover of the supply of Products or provision of Services back to

Credit Suisse, or to a replacement supplier. Any termination of the Purchase Order, howsoever occasioned, shall not affect any accrued rights or liabilities of either Party.

- 13.5 Credit Suisse shall be entitled to terminate the Purchase Order for convenience at any time immediately upon twenty (20) Business Days' notice to the Supplier. Credit Suisse shall pay Supplier for all Products and/or Services rendered in accordance with the Agreement and through the effective date of termination, but in no event shall such amount be greater than the total amount agreed in the Purchase Order. Upon the termination date, Supplier shall promptly refund all fees paid by Credit Suisse in advance for Products and/or Services not provided.
- 13.6 In the event that Credit Suisse is (or could be deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or that an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of Credit Suisse, or Credit Suisse ceases or threatens to cease to carry on all or substantially all of its business or (each a "**Resolution**") or suffers a material deterioration in its financial circumstances, Supplier nevertheless agrees to continue to provide the Products and/or Services to Credit Suisse on an uninterrupted basis (and without materially altering the nature of the Products and/or Services provided) for the remainder of the Agreement Term, provided that the payment of any charges for such continued supply of Products and/or Services is made in accordance with the terms of the Agreement. For the avoidance of doubt, such Resolution or material deterioration in financial circumstances will not give rise to a right of termination by Supplier under the Agreement.

14. Confidentiality and Data Protection

- 14.1 Supplier agrees to maintain the confidentiality of all Credit Suisse Confidential Information (as defined below) supplied to Supplier by Credit Suisse, observed or otherwise obtained by Supplier or Supplier's Personnel or subcontractors.
- 14.2 "**Credit Suisse Confidential Information**" shall mean all information, regardless of medium or form, that is proprietary or

confidential to Credit Suisse, its Affiliates, and/or to third parties to whom it or they may owe obligations of confidentiality (including customers and vendors), including without limitation, Personal Data, material non-public information and all financial information, personnel information including all information regarding Credit Suisse's Personnel, employees, materials on organization, work, know how, finances, strategies, plans, systems, programs and products regarding or in the possession of Credit Suisse, its Affiliates, supported clients, joint venture partners and divested entities, including without limitation their respective current, former, or prospective employees, clients and customers, and any information relating to an audit (including, without limitation, the exercise of any audit right, the conduct of any audit, and audit reports).

14.3 Supplier agrees to:

- (i) not use such Credit Suisse Confidential Information for any purposes whatsoever other than as strictly necessary for the purpose of the Agreement, in particular to not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such Credit Suisse Confidential Information;
- (ii) not decrypt, unmask or identify any Credit Suisse Confidential Information that is encrypted, masked or pseudonymised;
- (iii) advise each of its Personnel, who may be exposed to such Credit Suisse Confidential Information on a 'need to know basis' of their obligations to keep such Credit Suisse Confidential Information confidential; and
- (iv) not disclose such Credit Suisse Confidential Information to third parties, such as representatives, agents or subcontractors, except as expressly provided for otherwise in this Agreement and subject to such third party entering a written agreement containing substantially similar confidentiality obligations as those set forth herein.

- 14.4 Supplier shall endeavor not to provide any confidential information to Credit Suisse except to the extent necessary for the performance of this Agreement. Credit Suisse

acknowledges that Supplier considers its materials labeled by Supplier as 'Confidential' (or equivalent designation) at the time of their delivery to Credit Suisse to be confidential ("**Supplier Confidential Information**"). Credit Suisse agrees to use commercially reasonable efforts (no less than the efforts it uses to protect its own similar information) not to use or disclose Supplier Confidential Information to any third party other than as reasonably necessary to receive the benefit of this Agreement (including administering its obligations hereunder), without Supplier's written consent.

- 14.5 Except for any Personal Data concerning any current, former, or prospective customer of Credit Suisse and any of its Affiliates (which shall in all cases be treated as confidential), Credit Suisse Confidential Information or Supplier Confidential Information shall not be considered confidential to the extent that it is: (i) already rightfully known to the receiving Party free of any restriction at the time it is obtained from the discloser; (ii) subsequently rightfully and independently learned from a third party free of any restriction and without breach of the Agreement; (iii) is or becomes publicly available through no wrongful act of either Party; or (iv) is independently developed by one Party without reference to any information of the other Party.
- 14.6 For the purpose of maintenance and administration of the business relationship with the Supplier, including account management, Credit Suisse is entitled to make the Supplier Confidential Information accessible within Credit Suisse and to other Affiliates and third parties charged with specific administration and management services, as well as general IT or other support services, worldwide. As such, the Supplier Confidential Information may be available in countries, which do not have an equivalent level of protection as in the country of origin, providing always that Credit Suisse complies with any applicable Laws.
- 14.7 In the event the receiving Party processes any Personal Data disclosed by the disclosing Party, the receiving Party shall comply with all Data Protection Laws and, where applicable, the terms and conditions of a data processing Addendum. The receiving Party confirms that when it is processing such Personal Data, it

will have in place reasonable and appropriate safeguards consisting in technical, organisational and legal measures to protect the Personal Data.

- 14.8 The receiving Party may access or disclose Confidential Information of the disclosing Party if it is compelled by Law to do so, provided the receiving Party gives the disclosing Party prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance to the disclosing Party to enable the disclosing Party to contest the access or disclosure. Notwithstanding the aforesaid, in the event Supplier is required or compelled by Law to access, and/or disclose unencrypted Credit Suisse Confidential Information, Supplier shall (i) promptly notify Credit Suisse of such request in advance (to the extent legally permitted); (ii) use commercially reasonable efforts to contest disclosing such unencrypted Credit Suisse Confidential Information; (iii) if unable to successfully contest providing unencrypted Credit Suisse Confidential Information using commercially reasonable efforts, only provide such unencrypted Credit Suisse Confidential Information to the extent necessary to comply with Law; and (iv), upon completion of such disclosure, ensure that no copies of unencrypted Credit Suisse Confidential Information shall be saved or archived by Supplier except to the extent necessary to comply with Law (which shall remain subject to the confidentiality obligations stated herein).
- 14.9 Notwithstanding the foregoing, with regards to Credit Suisse Confidential Information that qualifies as Swiss client information ("**Swiss CID**"), Supplier may only transfer or disclose Swiss CID outside of Switzerland either: (i) with the prior written consent of Credit Suisse; (ii) on the basis of a judgment of the competent Swiss court; or (iii) on the basis of an authorisation from the competent Swiss authority.
- 14.10 Each Party shall upon termination or expiration of the Agreement for any reason or at any time upon a Party's request, at its cost and at the election, promptly return or have returned to the other Party or delete all Confidential Information of the disclosing Party in its possession or control, except as otherwise required by applicable Laws. In case

the information was retained in electronic form, the receiving Party shall, and cause any third party to which Credit Suisse Confidential Information or Supplier Confidential Information, as the case may be, was disclosed by it pursuant to the Agreement to irrevocably delete all Credit Suisse Confidential Information or Supplier Confidential Information, as the case may be, and certify such deletion, except as may exist in automatic backups which shall remain subject to the confidentiality provisions of this Agreement.

15. Cybersecurity and Information Security

- 15.1 The Supplier shall implement and maintain appropriate technical, organizational and security measures and all necessary precautions taken to: (i) preserve the integrity, security and confidentiality of Credit Suisse Confidential Information; (ii) protect against any threats or hazards to the security or integrity of such Credit Suisse Confidential Information; (iii) ensure the security of any systems of Credit Suisse relevant to the provision of the Products and/or Services; and (iv) prevent unauthorized or accidental processing, disposal, loss, destruction, theft, manipulation, interception or similar risks to Credit Suisse Confidential Information.
- 15.2 Supplier shall promptly notify Credit Suisse of: (i) any disclosure, access to or use of any Credit Suisse Information in breach of the Agreement; (ii) any unauthorized intrusion into systems containing Credit Suisse Confidential Information; and (iii) any disclosure of any Credit Suisse Confidential Information to Supplier where the purpose of such disclosure is not known to Supplier. Supplier shall investigate any actual or suspected breach of its confidentiality, cybersecurity, and/or data protection obligations to determine the validity and root cause and report its findings on actual breaches to Credit Suisse. Where there has been an impact to Credit Suisse Confidential Information or Credit Suisse Systems, Supplier shall co-operate with Credit Suisse and take such steps: (i) as required under applicable Laws; and (ii) as commercially reasonable as directed by Credit Suisse to assist in the investigation, mitigation and remediation of each such breach. Supplier

shall take appropriate steps and corrective actions to prevent any future breach.

- 15.3 If Supplier is required under applicable Law to notify affected data subjects and/or regulatory authorities of such breach of its confidentiality, cybersecurity and/or data protection obligations, Supplier shall in advance of such notification, alert Credit Suisse, provide Credit Suisse with a copy of the planned notification and work closely with Credit Suisse in relation to such notification, including taking all reasonable inputs from Credit Suisse into account.

16. No Publicity

- 16.1 Neither Party shall furnish the name, trademark or proprietary indicia of the other as a reference in any public disclosure including advertising, announcement, press release or promotional materials. Supplier shall not represent, directly or indirectly, that any Products and/or Services provided by or on behalf of Supplier have been approved or endorsed by Credit Suisse.

17. Anti-Corruption

- 17.1 Each Party covenants that it and its Affiliates will not, and nor will any of their respective Personnel, officers, employees, shareholders, representatives, agents or contractors ("**Associated Parties**"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of the Agreement which: (i) would violate any anti-corruption Laws applicable to a Party or their respective Affiliates; (ii) is intended to, or does, influence or reward any person, including but not limited to any Personnel, employee, contractor or agent of the other Party or its Affiliates, for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or (iii) is made to or for a Public Official with the intention of influencing him or her so as to obtain or retain an advantage in the conduct of business, including any facilitation payment.
- 17.2 Each Party shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the other Party or any of its

Associated Parties in connection with the Agreement.

17.3 Breach of the foregoing covenants and representations shall be grounds for termination or suspension of the Agreement by the Party concerned at its sole discretion.

18. Environmental and Social Requirements

18.1 General. Credit Suisse is committed to the principles of environmental sustainability and social responsibility. Credit Suisse therefore requires Supplier without limiting its obligations under the Agreement to recognize and comply with any applicable legal requirements relating to the environment, to labour standards and to health and safety at work. Notwithstanding the afore-mentioned, Credit Suisse requires Supplier to comply with the minimum environmental and social responsibility standards, as more fully described herein.

18.2 Environmental Sustainability. As a minimum, Supplier shall:

- (i) use raw materials and natural resources in a responsible manner and reduce the consumption of energy, water and fuel, and the associated emissions;
- (ii) ensure that all chemical or other substances which pose a potential hazard if released to the environment are clearly identified as such, used sparingly and in accordance with safety regulations, stored correctly, and disposed of in an environmentally-friendly manner;
- (iii) take into account, when selecting its representatives, agents, subcontractors and suppliers, such representatives', agents', subcontractors' and suppliers' environmental management, which must not fall short of the provisions hereunder;
- (iv) operate a systematic process of planning, training, implementation, monitoring, and evaluation of its environmental performance, with the aim of continually reducing the environmental impact of its operations;
- (v) endeavor to use new, progressive environmental technologies intended to lead to measurable improvements in

terms of the environmental impact of its operations.

18.3 Social Responsibility: As a minimum, the Supplier shall:

- (i) not use child labour, which according to Article 32 of the UN Convention on the Rights of the Child, means that children are to be protected from any work that could compromise their health, education, and development, and a minimum age for the admission to employment is to be established, which, as determined in the Conventions of the International Labour Organization ILO, in particular Article 2 Section 3 of Convention No. 138 concerning the Minimum Age for Admission to Employment, means that the minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years;
- (ii) not use forced labour (which means any type of work or service demanded from an individual under the threat of any sort of punishment and which the individual has not undertaken voluntarily);
- (iii) provide a workplace free of harsh and/or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity, and ensure there is no threat of such treatment;
- (iv) provide a workplace free of harassment and/or deliberate discrimination, particularly on the basis of race, national origin, skin color, language, religion, political convictions, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by applicable Law;
- (v) respect the right of workers to associate freely, form and join workers organisations of their own choosing, seek representation, and bargain collectively, as permitted by and in accordance with applicable Laws and regulations, and

shall not discriminate with respect to employment based on union membership;

- (vi) pay salaries and employment benefits that are at least equal to the normal local salary and employment benefits for comparable work in the relevant industry and satisfy all applicable employment Laws;
- (vii) provide a safe working environment that poses no risk to health;
- (viii) not engage in clandestine employment (which is defined as any work on an employed or self-employed basis that is carried out in full or partial breach of applicable legal requirements).

18.4 Credit Suisse is committed to the principles of equal opportunity employment to not discriminate against personnel on the basis of race, color, religion, sex, sexual orientation, age, national origin, disability. Supplier agrees, in connection with its obligations under this Agreement, to adhere to the foregoing equal opportunity principles with respect to Supplier's Personnel.

18.5 Representatives, agents, subcontractors and suppliers. The foregoing requirements shall apply equally to Supplier's representatives, agents, subcontractors and suppliers in connection with the Agreement. Supplier shall ensure that its representatives, agents, subcontractors and suppliers are also bound by and comply with the requirements hereof. Supplier shall monitor the compliance of its representatives, agents, subcontractors and suppliers with this paragraph on an ongoing basis.

19. Third Party Risk Management

19.1 Supplier acknowledges that Credit Suisse is a highly regulated financial institution and requires robust due diligence reviews of Suppliers. Supplier, therefore, will cooperate in good faith to promptly complete any due diligence requirements according to Credit Suisse' third party risk management framework. Such due diligence may include, but is not limited to, providing financial information and completing information security and compliance assessments, which may be in the form of online questionnaires and/or on-site assessments. If the results of

such due diligence do not meet Credit Suisse's standards, then Credit Suisse shall be entitled either (i) to request to negotiate in good faith any new requirements and amendments to the Agreement in order for the Parties to comply with Credit Suisse's standards and requirements or (ii) to terminate the Agreement with immediate effect.

20. Books and Records

20.1 Supplier shall maintain complete and accurate books, records, and accounts in connection with its performance under this Agreement. Supplier will, to extent legally required, during the Agreement Term and thereafter, make its records and systems (as applicable) available to Credit Suisse, its third party auditor (who is bound by a confidentiality agreement) or Credit Suisse's regulators, upon reasonable advance written notice unless such advance notice does not comply with a regulator request.

21. Force Majeure

21.1 Neither Party shall be held responsible nor be deemed to be in default under the Agreement for any delay or failure in performance of any of their respective obligations hereunder to the extent such delay or failure is the result of causes that are unforeseeable, unavoidable, beyond the control, and without negligence of the Party with respect to whose obligations such delay or failure in performance has occurred ("**Force Majeure Event**"). Force Majeure Events shall exclude: (i) any strikes and labour disturbances of a Party, its Affiliates, Personnel, representatives, agents, subcontractors, or suppliers; or (ii) any theft, loss, or damage to information, or damage to or degradation of the performance of the information systems of a Party, its Affiliates, Personnel, representatives, agents, subcontractors, or suppliers, that results from unauthorized access, a computer virus or other malware, a denial of service attack, or other malicious activity on or against those information systems.

21.2 A Party who wishes to claim suspension of its obligations due to a Force Majeure Event must promptly give notice to the other Party upon becoming aware of a Force Majeure Event. The notice must state:

- (i) the nature of the circumstances giving rise to the Force Majeure Event;
- (ii) the extent of that Party's inability to perform under the Agreement;
- (iii) the likely duration of that non-performance; and
- (iv) what steps are being taken to remedy or mitigate the effect of the Force Majeure Event on the performance of the Agreement.

21.3 If a Force Majeure Event prevents Supplier from providing the Products and/or Services for more than ten (10) Business Days, Credit Suisse may immediately terminate the Agreement by written notice to Supplier. Neither Party shall have any liability to the other in respect of the termination of the Agreement as a result of a Force Majeure Event.

21.4 The Force Majeure Event shall not relieve Supplier of its obligation to comply with its business continuity plan to provide the Products and/or perform the Services.

22. Cumulative Remedies

22.1 All remedies set forth in the Agreement are cumulative and not exclusive of any other remedies of a Party at law or in equity, statutory or otherwise.

23. Negotiated Terms

23.1 The Parties agree that the terms and conditions of the Agreement are the result of negotiations between the Parties and shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of the Agreement. Each Party hereto acknowledges that it has had the opportunity to seek and obtain legal counsel in connection with the preparation, execution and delivery of the Agreement, and any election by a Party not to seek and obtain legal counsel shall be at its sole risk.

24. Whole Agreement and Variation

24.1 This Agreement contains the whole agreement between the Parties relating to the purchase of Products or the performance of the Services specified in the applicable

Purchase Order and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral, between the Parties relating thereto, and no other terms (including so-called 'shrink-wrap' or 'click-wrap' licences or terms on any invoices, bill, or other statement associated with the Products and/or Services) shall apply to any Products or Services provided under this Agreement. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provision hereof shall be binding upon the Parties unless made in writing, including by electronic signature, and duly signed by authorised representatives of both Parties. Notwithstanding the foregoing, these GTC may be amended by Credit Suisse at any time provided that Credit Suisse provide Supplier with thirty (30) days written notice of such changes.

25. Assignment

25.1 Credit Suisse shall be entitled to assign, charge, mortgage, subcontract, transfer, novate or dispose of any of, or any interest in, Credit Suisse's right, title, interest and benefit and/or obligations under the Agreement to any Credit Suisse Affiliate.

25.2 The Supplier shall not be entitled to assign, charge, mortgage, subcontract, transfer, novate or dispose of any of, or any interest in, its rights and/or obligations under the Agreement to any third party without Credit Suisse's prior approval in writing.

25.3 In the event Credit Suisse approves a subcontractor for the Services, Supplier shall enter into an agreement with subcontractor which agreement shall contain terms and conditions substantially similar to those set forth herein. Supplier shall remain fully responsible for the performance of Services by a subcontractor as if it had performed the Services itself. A subcontractor includes any representative, agent, supplier, affiliate of Supplier or other person or entity acting on behalf of Supplier in connection with the Agreement. Approved subcontractors shall be listed in the Purchase Order.

25.4 Supplier hereby consents to the assignment to Credit Suisse, or the applicable Affiliate as the case may be, of any agreements that it has

with any Acquired Entity. Supplier further agrees that Credit Suisse may elect to have any services performed and/or products licensed to an Acquired Entity pursuant to an agreement between Supplier and the Acquired Entity become subject to the terms and conditions of the Agreement, or to have the Products and Services that are the subject of the Agreement become subject to the Acquired Entity's agreement, at no additional fees or other charges. Credit Suisse may make such election by providing notice to Supplier. The agreement that Credit Suisse elects to terminate shall terminate immediately and the terms and conditions of the surviving agreement shall be the controlling document with respect to the transferred products and services upon Credit Suisse's election.

26. Survival

26.1 The Parties' rights and obligations hereunder relating to liability, Warranties (Section 10), Indemnification by Supplier (Section 11) and Confidentiality and Data Protection (Section 15) shall survive any completion, rescission, expiration or termination of the Agreement.

27. Severability

27.1 If any term of the Agreement is or becomes illegal, invalid or unenforceable as a matter of Law in whole or in part, such term or part thereof shall be excluded the extent of such invalidity, illegality or unenforceability and, to the extent permitted and possible, without materially or adversely affecting the economic substance of the transaction, the invalid, illegal or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

28. Notices

28.1 Any notice required to be given under this Agreement or in connection with the matters contemplated by it, shall, except where otherwise specifically provided, be in writing. All notices shall be sent by mail (return receipt requested), or hand-delivered to the party to whom the notice is directed, at its address indicated in the applicable Purchase Order. Such notices are deemed received upon

confirmed delivery. Provided however, a notice may be signed by Credit Suisse electronically by applying DocuSign® electronic signature(s) (or such other electronic signatures which comply with the requirement for electronic signatures under the applicable Law) and that a notice may be served and sent by Credit Suisse electronically by using the DocuSign® electronic signature tool and process (or such other electronic signature tool and process which complies with the requirement for electronic signatures under the applicable Law). Any notice given by Credit Suisse using DocuSign® or any other electronic signature tool or process shall be deemed received by Supplier when Supplier has been notified that a document is ready to be viewed by Supplier. A copy of all notices required shall be sent to Credit Suisse. The notice must specify the applicable Purchase Order number.

29. Relationship of the Parties

29.1 Nothing in the Agreement shall constitute or be deemed to constitute Supplier (or any of Supplier's Personnel) to be an employee or agent or Personnel of Credit Suisse or a partnership or joint venture between the Supplier and Credit Suisse for any purpose whatsoever.

29.2 Supplier agrees that in providing the Services, Supplier is, in relation to Credit Suisse, acting as an independent contractor and, as such, the Supplier bears sole responsibility for the payment of any tax and national insurance contributions which may be found due from the Supplier's Personnel in relation to any payments or arrangements made under the Agreement.

30. Rights of Third Parties

30.1 A person who is not a party to the Agreement has no right under applicable Laws regarding third party contractual rights to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists under the Agreement as a recipient of services or is available apart from such Laws.

31. Waiver

31.1 Any failure by a Party to exercise or enforce any rights under the Agreement shall not be

deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time or times thereafter.

32. Dispute Resolution

32.1 Prior to initiation of any court procedure, the Parties shall endeavour to settle amicably by direct negotiation any disagreement or dispute arising out of or in connection with this Agreement.

33. Governing Law and Jurisdiction

33.1 Unless stated otherwise on the Purchase Order, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive Laws of the jurisdiction in which Credit Suisse is established hereby (i) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) and (ii) any local conflict of law rules are excluded from application to this Agreement. The competent ordinary courts at the legal domicile of Credit Suisse shall have exclusive jurisdiction with regard to any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) of this Agreement (including its interpretation, closing, execution, binding effect, amendment, breach, termination or enforcement).

33.2 For Credit Suisse entities in the United States which enter into a Purchase Order, the Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New York without regard to its conflict of Laws principles that would result in the application of another jurisdiction's Laws. The Parties expressly waive and disclaim the applicability of the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods. Each Party hereto irrevocably consents and waives any objection to the exclusive personal jurisdiction of and venue in the federal and state courts having subject matter jurisdiction that are located in New

York County, State of New York, United States of America, for all matters arising out of or relating to the Agreement or its subject matter or formation (including non-contractual disputes or claims).

33.3 For Credit Suisse entities in the United Kingdom which enter into a Purchase Order, the Agreement shall be governed by and construed and enforced in accordance with the Laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

34. Definitions

"Acquired Entity" means any unaffiliated third party, or any department, division, line of business or other subunit of any unaffiliated third party, of which Credit Suisse or any of its Affiliates, directly or indirectly acquires or has acquired Control.

"Addendum" means an addendum to these GTC which sets forth additional and/or alternative terms and conditions that are specific to the Products, Services, regulations and/or jurisdictions covered by such addendum.

"Affiliate" means with respect to any entity, any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with such entity, from time to time but only for so long as such Control exists as well as any Divested Entity.

"Business Day" means Monday through Friday, excluding any day that Credit Suisse is not open for business in the relevant location where Credit Suisse is receiving or to receive the Products or Services.

"Change in Control" means, whether in a single transaction or series of related transactions, the: (i) consolidation or merger of a Party with or into any entity (other than with or into an Affiliate of such Party where the Party is the surviving entity); (ii) the sale, transfer or other disposition of all or substantially all of the assets of a Party; or (iii) the acquisition by any entity, or group of entities acting in concert, of Control of a Party.

"Control" or **"Controlled"** means: (i) the legal, beneficial or equitable participation, directly or indirectly of the capital stock or other participation

interest of such entity ordinarily having voting rights; or (ii) the power to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise, or to elect the majority of such entity's board members; or (iii) a general partnership interest in a partnership.

“Credit Suisse Systems” means any computer, communication, or network equipment, systems or services including, but not limited to, any electronic switched network, Internet/Intranet gateways, electronic mail, telephony, computer systems, system hardware, drives, electronic media, storage areas, software programs, files, databases, and information services (e.g. remote access, web/file servers and services) owned or controlled by Credit Suisse or any of its Affiliates.

“Data Protection Laws” means the applicable data protection, data security, data breach notification or privacy Laws, such as EU General Data Protection Regulation 2016/679 and all relevant EU member states' national legislation supplementing the GDPR (GDPR), the Swiss Federal Act on Data Protection of 19 June 1992 and the US Gramm-Leach-Bliley Act, the US Health Insurance Portability and Accountability Act, the California Consumer Privacy Act (CCPA) (all in its then current form, as may be amended, extended, consolidated or re-enacted from time to time).

“Divested Entity” means any Affiliate of Credit Suisse, or any department, division, line of business or other subunit of Credit Suisse or any of its Affiliates that loses its status as such as a result of a Change in Control.

“Intellectual Property Rights” means and includes, to the extent recognized under applicable Laws, Patents, copyrights (including rights in computer software and including the right to create and use derivative works), trademarks, service marks, trade dress, trade names, business names, internet domain names, e-mail address names, trade secrets, know-how, moral rights, database rights, customer lists, design rights, know-how, techniques, processes, methods, invention disclosures and inventions (whether patentable or not), conceptions, discoveries, improvements, chip designs, mask works, proprietary information, technical information, specifications, and all other rights of authorship and intellectual and industrial property rights, and other equivalent or similar rights which may subsist anywhere in the world, in all cases whether registered or unregistered (but including any registrations and any form of

application for any of the foregoing), and including any goodwill relating thereto.

“Laws” means any local, domestic, foreign, or international code of practice, circular, condition, convention, treaty, declaration, decree, directive, judgment, injunction, law, legislative enactment, measure, order, ordinance, policy, regulation, rule, requirement, or standard of any kind.

“Personal Data” means all information regulated by any applicable Data Protection Laws.

“Personnel” means any person employed or engaged (whether as an officer, director, agent, consultant, temporary resource or otherwise) by or on behalf of a Party from time to time and who is engaged in the performance of the obligations under the Agreement at the relevant point in time, including for the avoidance of doubt the personnel of any Affiliate or subcontractor, or any subcontractor thereof.

“Public Official” means an officer or employee of: a) a government (including its agencies and departments), b) a government-owned or government-controlled entity, c) a regulatory entity, d) a public international organization, or e) a political party; or any person acting in an official capacity on behalf of (a)–(e) above.