

TERMS AND CONDITIONS OF AGREEMENT OF PURCHASE

These Terms and Conditions of Agreement of Purchase and the purchase order to which these Terms and Conditions of Agreement of Purchase are attached (the "**Purchase Order**") together form this agreement (the "**Agreement**"), which is made between the Credit Suisse company named on the Purchase Order ("**Credit Suisse**") (which expression shall include its 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**") and applies in relation to the purchase of Goods, Services and/or Software (as defined below) in the absence of a separate, written agreement signed by the Parties applicable to such transaction.

The "**Goods**", "**Services**" and/or "**Software**" shall be the goods, services and/or software described in the Purchase Order or in any special terms annexed hereto and shall include all of such Goods, Services and/or Software or any of them and any alterations, additions and/or improvements thereto.

1. **Formation of this Agreement**

1.1 Credit Suisse shall offer to enter into this Agreement by issuing Purchase Orders for Goods, Services and/or Software which shall be accepted by the Supplier upon and subject to this Agreement by signing the Purchase Order, commencing supply of the Goods, Services and/or Software or as otherwise agreed in writing between the Parties.

1.2 This Agreement applies to each and every order for Goods, Services and/or Software by Credit Suisse to the Supplier to the exclusion of any terms proposed by the Supplier. In the event of a conflict between the terms appearing in the Purchase Order and this Agreement, the former shall prevail.

1.3 Credit Suisse shall use reasonable endeavours to permit the Supplier to enter any Credit Suisse location specified in the Purchase Order, if necessary, to deliver and/or install the Goods and/or Software to be delivered to Credit Suisse or to perform the Services and shall confirm to the Supplier its acceptance when such Goods and/or Software are delivered and/or installed or such Services are performed in accordance with this Agreement and to Credit Suisse's reasonable satisfaction.

1.4 Credit Suisse reserves the right at any time upon not less than 15 days' notice to the Supplier, to vary unilaterally the [quantity of the Goods and/or Software and/or the nature of the Services and/or the due date for delivery or performance] set out in the Purchase Order provided that

Credit Suisse communicates any such variations prior to actual delivery or performance. Credit Suisse shall not be liable for any loss (whether direct, indirect or consequential) suffered by the Supplier as a result of such variation.

2. **Price and Payment**

2.1 The Goods shall be supplied to Credit Suisse and (if necessary and/or specified in the Purchase Order) installed by the Supplier, the Software shall be licensed and the Services shall be performed by the Supplier at the price set out in the Purchase Order (the "**Price**").

2.2 Unless otherwise agreed in writing, all Prices shall be quoted exclusive of Value Added Tax or Goods and Services Tax but inclusive of all other taxes and of all costs of packaging, packing, shipping, carriage, insurance and delivery to the location specified in the Purchase Order.

2.3 Unless otherwise agreed in writing, Credit Suisse shall pay the Price within 45 days from the date of receipt of each properly-rendered and undisputed invoice, subject to Credit Suisse's acceptance of the Goods, Services and/or Software as described in clause 1.3 above. In the event of late payment, interest may be charged by the Supplier at an annual rate of 2% above the base rate of HSBC plc (from time to time in effect), calculated on a monthly basis on all amounts outstanding.

2.4 Payment of the Price by Credit Suisse is without prejudice to any rights Credit Suisse may have by reason of the Goods, Services and/or Software failing to comply with any specification relating to the Goods, Services and/or Software or any breach by the Supplier of all or any of the clauses in this Agreement.

2.5 All invoices, advice notes and other documents relating to the Purchase Order must quote Credit Suisse's Purchase Order number and be submitted to the postal address or email address set out in the Purchase Order.

2.6 Either Party may set off against any sums due to the other Party any lawful set-off or counterclaim to which that Party may at any time be entitled.

3. **Delivery of the Goods and/or Software/Performance of the Services**

3.1 Any time for delivery of the Goods, Software and/or the performance of the Services as specified in the Purchase Order shall be of the essence. If the Supplier fails to deliver the Goods, Software and/or perform the Services by the specified date, or where no time is specified, within a reasonable time, Credit Suisse shall be entitled to:

(A) terminate this Agreement; and/or

(B) request delivery of the Goods, Software and/or performance of the Services from a third party;

and shall be indemnified by the Supplier in accordance with clause 11.

3.2 Unless otherwise agreed in writing, the place of delivery of the Goods and/or Software and/or performance of the Services shall be the location specified in the Purchase Order.

3.3 The Supplier shall provide suitable containers and/or packaging materials for the safe delivery and reasonable storage of the Goods.

3.4 Unless otherwise agreed in writing, the Supplier shall deliver to Credit Suisse the exact quantity of the Goods specified in the Purchase Order. Credit Suisse shall have the right to reject the Goods where the quantity of Goods supplied fails to conform exactly with the quantity specified in the Purchase Order.

3.5 Credit Suisse may order the Supplier to suspend delivery of the Goods, Software or supply of the Services pursuant to the Purchase Order:

(A) at any time, for up to 3 months, by giving not less than 10 days' notice to the Supplier; or

(B) immediately upon notice, when a strike, lock-out, fire, explosion or accident or any stoppage in Credit Suisse's business or work beyond Credit Suisse's control occurs, which may hinder or prevent the use of the Goods, Software and/or the Services, until the circumstances preventing

	(A)	7. <u>Conditions relating to Agreements for the Licensing of Software</u>
and Credit Suisse shall be under no liability to the Supplier in connection with any such suspension.	(A)	7.1 The definition of "Goods" shall include the physical media on which Software which is the subject of the relevant Purchase Order is provided, and any Documentation (as defined in clause 8.1 below).
4. <u>Title and Risk</u>	(B)	7.2 The Supplier hereby grants to Credit Suisse and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, transferable, fully paid-up licence to use the Software for their own internal or external business purposes.
4.1 Risk in respect of the Goods shall pass to Credit Suisse on delivery at the location specified in the Purchase Order or such other place as may be agreed by the Parties in writing.	(C)	7.3 The only measure of Credit Suisse's and its affiliates' utilisation of the Software is the unit on which the total Price is calculated, as specified in the Purchase Order (the " <u>Licensed Unit</u> "). Any metric of Credit Suisse's and its affiliates' use of the Software other than the Licensed Unit is unlimited. Accordingly, Credit Suisse and its affiliates may make and distribute within their enterprise copies of the Software, subject to limit only if the Software used by Credit Suisse and its affiliates is a copy of the applicable Licensed Unit. Notwithstanding anything to the contrary in this Agreement, Credit Suisse and its affiliates may:
4.2 Title in the Goods shall pass to Credit Suisse upon delivery or upon payment of the Price by Credit Suisse, whichever is the earlier.	<u>6. Completion of Services</u>	(A) make and use copies of the Software on temporary, substitute or back-up equipment for a reasonable period of time;
5. <u>Acceptance of Goods</u>	6.1 The Services to be performed by the Supplier shall not be completed until Credit Suisse or its authorised representative has signed all completion documentation in respect of such Services as required by Credit Suisse.	(B) make and keep copies of the Software and Documentation at the same or separate facilities for backup and archival purposes and for emergency use, including disaster recovery, business resumption and periodic tests relating thereto; and
5.1 All Goods shall be supplied subject to inspection and testing by Credit Suisse (but without any obligation on Credit Suisse to do so). Credit Suisse shall be entitled at any time prior to acceptance of the Goods, at the Supplier's expense:	6.2 Signing completion documentation pursuant to clause 6.1 shall not relieve the Supplier of responsibility or liability for the performance of the Services. Signing completion documentation or carrying out a technical inspection, as the case may be, pursuant to clause 6.1 shall not imply acceptance thereof.	(C) make and temporarily use copies of the Software for a reasonable time period necessary to relocate any Software or any other software.
(A) to reject the Goods or part thereof even where Credit Suisse has accepted some (but not all) of the Goods (including, at its sole discretion, a complete consignment of Goods or an instalment thereof) in the event that a consignment or instalment or part thereof contains Goods which fail to conform with the requirements of this Agreement and/or the specifications outlined in the Purchase Order; or	6.3 Credit Suisse shall be entitled at any time, at the Supplier's expense, to reject any Services not performed in accordance with the requirements of this Agreement and Credit Suisse, without prejudice to any other rights or remedies it may have, shall be entitled to:	7.4 If necessary for the operation of any Software, Supplier shall, on request, provide Credit Suisse and its affiliates with appropriate software keys. Use of the Software in test or development environments and copies deployed but not activated shall not count towards any limit on Licensed Units. Credit Suisse and its affiliates may purchase additional Licensed Units from time to time by issuing a Purchase Order specifying the applicable Software and the
(B) to request the Supplier to repair or replace the Goods so that they conform with the requirements of this Agreement and/or the Purchase Order.	(A) request the Supplier to perform the Services to the standard required by this Agreement within a reasonable period following such request as specified by Credit Suisse; or	(B) request completion of the performance of the Services by a third party at the expense of the Supplier; or
5.2 Inspection and testing of the Goods by Credit Suisse at any time shall not relieve the Supplier of responsibility or liability for the Goods and shall not imply acceptance thereof.	(B) request completion of the performance of the Services by a third party at the expense of the Supplier; or	(C) terminate this Agreement.
5.3 If Credit Suisse rejects the Goods pursuant to this clause 5, Credit Suisse, without prejudice to any other rights it may have, shall be entitled to:	(C) terminate this Agreement.	

- number of additional Licensed Units desired. The Price for each additional Licensed Unit shall not exceed the amount calculated by dividing the initial Price by the initial number of Licensed Units.
- 7.5 The Supplier hereby represents, warrants and undertakes that:
- (A) at the time of acceptance of the Purchase Order in accordance with clause 1.1, the Software will be compatible with and will not adversely affect the operation of any equipment and/or systems owned or operated by Credit Suisse and/or its affiliates;
- (B) the Supplier has, using the most up-to-date software available, tested for (and deleted) all commonly known viruses in the Software and for all viruses known by the Supplier at the date of this Agreement; and
- (C) at the time of its delivery to Credit Suisse and its affiliates the Software does not contain any Trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
8. **Documentation and Training**
- 8.1 In providing the Goods, Services and/or Software, the Supplier shall provide Credit Suisse with all operating manuals, user instructions and technical literature that Credit Suisse and its affiliates may require to make full and uninhibited use of the Goods, Services and/or Software as applicable (the "**Documentation**").
- 8.2 The Supplier hereby grants to Credit Suisse and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, transferable, fully paid-up licence to use the Documentation for their own internal or external business purposes.
- 8.3 The Supplier warrants, represents and undertakes that the Goods and/or Software will, during the existence of this Agreement, operate in accordance with the Documentation, any other documentation detailing the specification of the Goods and/or Software and any additional requirements specified in the Purchase Order.
- 8.4 The Supplier shall provide all training as detailed in the Purchase Order to enable Credit Suisse to make full and uninhibited use of the Goods, Services and/or Software as applicable.
9. **Personnel**
- 9.1 For the avoidance of doubt, throughout the term of this Agreement and after termination, the Supplier shall be and shall remain liable for any and all liabilities, damages or losses (whether of Credit Suisse, its affiliates, or the Supplier) howsoever arising out of or in connection with the acts and/or omissions of the Supplier's employees, agents and sub-contractors.
- 9.2 Without limiting the Supplier's obligations under the Purchase Order, if in supplying the Goods, Software and/or Services to Credit Suisse, the Supplier is granted access to any premises owned or operated by Credit Suisse and/or its affiliates, the Supplier shall, and shall procure that its employees, agents and sub-contractors shall, abide by all applicable Credit Suisse policies, including (without limitation) those relating to health and safety, and security and the Credit Suisse Code of Conduct available at <https://www.credit-suisse.com/ch/en/about-us/who-we-are/supply/code-of-conduct.html> (or such future URL as used by Credit Suisse from time to time).
- 9.3 The Supplier is responsible for all employee-related taxes arising from the Supplier's employees, agents and sub-contractors.
10. **Warranties**
- 10.1 The Supplier represents, warrants and undertakes to Credit Suisse that:
- (A) the design, construction and quality of any Goods, Software 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;
- (B) the Services shall be performed with all due skill, care, diligence, prudence, foresight and judgement;
- (C) the Services shall be carried out by properly qualified personnel of the 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 the Supplier's industry;
- (D) all packages and documents shall carry prominent warnings in English and shall be labelled in accordance with all applicable laws and regulations and be free from any defects in workmanship or material;
- (E) the Goods, Software and/or Services shall comply with the relevant requirements of any law or regulation which may be in force from time to time when the same are supplied or performed;
- (F) the use of the Goods or Software or receipt of the Services by Credit Suisse and/or its affiliates shall not infringe any intellectual property or other proprietary rights; and
- (G) the Supplier shall specify in any delivery note or completion certificate any operational or health risk which may arise during handling, storage, use or disposal after use, including "known" misuses of the Goods.
11. **Indemnity**
- 11.1 The Supplier shall indemnify Credit Suisse for all direct losses, costs, damages and expenses suffered or incurred by Credit Suisse and/or its affiliates in connection with, arising from or as a result of the following:
- (A) any negligence, wilful default, wrongful act or omission of the Supplier, its sub-contractors or agents;
- (B) any breach of the warranties contained in clauses 7.5 and 10;
- (C) any breach of clauses, 14, 15 and 16;
- (D) Credit Suisse and/or any of its affiliates obtaining delivery of the Goods, Software

	and/or Services from a third party and/or terminating this Agreement pursuant to clause 3.1; and		compromise or arrangement involving the Supplier and its creditors generally; or		it will only process Data in accordance with all applicable data protection laws and regulations from time to time;
	(E) Credit Suisse terminating this Agreement pursuant to either of clauses 13.1(A) or 16.	(E)	if the Supplier is an individual, if a bankruptcy petition is or may be presented against him/her.	(B)	it has in place and undertakes to maintain throughout the term of this Agreement appropriate technical, organisational and security measures and take all necessary precautions to protect against the accidental, unauthorized or unlawful processing, disposal, destruction, loss, damage, theft, manipulation, interception, disclosure or similar risks to Data or Information and to preserve the integrity, security and confidentiality of Data and Information (as defined below). The Supplier shall promptly report to Credit Suisse any security breaches or irregularities in security which may potentially impact the Data or confidential information of Credit Suisse;
12.	<u>Insurance</u>	13.2	In no event shall Credit Suisse or its affiliates be liable to the Supplier or any other person or entity for any indirect, special, punitive or consequential damages, loss of anticipated profits or loss of goodwill howsoever arising out of or in connection with this Agreement. In no event shall Credit Suisse's and its affiliates' liability howsoever arising out of or in connection with this Agreement exceed the Price.		
12.1	The Supplier undertakes to effect and maintain insurance cover adequate to cover its risks under this Agreement and/or associated with the provision of Goods, Services and/or Software in each case in accordance with good industry practice and shall upon request produce the relevant policy or policies of insurance and evidence of payment of the current premium and provide copies of the same to Credit Suisse.	13.3	Upon termination of this Agreement, the Supplier shall provide all reasonable assistance as Credit Suisse may request to effect a smooth handover of the supply of Goods or Software or provision of Services back to Credit Suisse, or to a replacement supplier and shall either, at the election of Credit Suisse in its sole discretion, promptly delete or return to Credit Suisse all Data and confidential information of Credit Suisse in its possession or control, except as otherwise required by applicable laws or regulations.	(C)	it will process Data only in accordance with instructions received from Credit Suisse. " <u>processing</u> " includes without limitation, accessing, collecting, using, storing, manipulating, amending, adapting, augmenting, altering, disclosing, transferring, analysing, combining, organizing, holding, recording, retrieving, transmitting, deleting, destroying, rearranging Data (and " <u>process</u> " shall have a similar meaning);
13.	<u>Termination</u>				
13.1	If any of the following events occur, Credit Suisse shall be entitled to terminate this Agreement forthwith by written notice to the Supplier without any liability on the part of Credit Suisse, and to be indemnified in accordance with clause 11:			(D)	it will not retain the Data for longer than necessary for the purposes of supplying the Goods or Software or providing the Services in accordance with this Agreement or as otherwise required under applicable laws or regulations;
	(A) if the Supplier commits a material breach of this Agreement (including any breach of warranty) and, in the case of a breach capable of remedy, fails to remedy the breach within ten (10) days of receipt of a notice from Credit Suisse requiring the breach to be remedied;	13.4	Any termination of this Agreement, howsoever occasioned, shall not affect any accrued rights or liabilities of either Party. Clauses 4, 10, 11, 12, 13, 15, 17, 20, 21, 22, 23, 24 and 25 shall continue to apply notwithstanding termination of this Agreement.	(E)	it will not transfer Data outside of, nor allow Data to be accessible from location(s) outside of, the location(s) in which Goods or Software are supplied or the Services are provided without Credit Suisse's prior written consent. If given, the Supplier shall ensure that an adequate level of protection is provided to such Data in accordance with applicable laws and regulations and all reasonable instructions of Credit Suisse;
	(B) if the Supplier is unable to pay its debts within the meaning of applicable insolvency laws or regulations;	13.5	Credit Suisse shall be entitled terminate this Agreement for convenience at any time immediately upon 15 days' notice to the Supplier.	(F)	it will take all reasonable steps to ensure: (i) the reliability of all employees of the Supplier who have access to the Data; and (ii) that such
	(C) if a receiver, administrator or administrative receiver is appointed over the whole or a material part of the Supplier's assets or undertaking or the assets or undertaking of any guarantor of the Supplier's obligations hereunder;	14.	<u>Data Protection</u>		
	(D) if any steps are taken to wind up the Supplier or with a view to presenting an administration order against the Supplier or proposing any kind of composition, scheme of arrangement,	14.1	The Supplier warrants, represents and undertakes to Credit Suisse that:		
		(A)	it has and will continue to have full legal authority to process any "personal data", "personally identifiable information" or any other form of personal information protected by applicable data protection laws and regulations provided by Credit Suisse, (the " <u>Data</u> ") and that		

	employees will comply with the obligations of the Supplier under this clause 14, which may include but are not limited to, implementing appropriate data protection policies and conducting appropriate data protection training.	(B) the Information is or becomes publicly known through no fault of the Receiving Party;	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. In the spirit of this covenant, the Supplier agrees to limit hospitality provided to any employee, agent or contractor of Credit Suisse or its affiliates to reasonably priced working meals or refreshments.
14.2	The Supplier acknowledges that Credit Suisse may from time to time acquire or otherwise be in possession of personal data relating to the Supplier's personnel. The Supplier represents and warrants that it has provided all necessary notifications to, and obtained all necessary consents, authorisations, agreements, approvals from, such personnel as required under applicable data protection laws and regulations in order to enable: (i) the disclosure of such personal data to Credit Suisse; (ii) further use of such personal data by Credit Suisse, its affiliates and personnel; and (iii) disclosure (including cross-border disclosure) of such personal data by Credit Suisse to other third parties in connection with the receipt of Goods, Software or Services in accordance with this Agreement.	(C) the Information is or comes into the possession of the Receiving Party without any obligation of confidentiality and without violation of any contractual or legal obligation; or	16.2 The Supplier covenants that neither it nor its Associated Parties will make or pay any facilitating or expediting payment in connection with this Agreement to a public official, the purpose of which is to expedite or to secure the performance of a routine governmental action by a public official.
15.	<u>Confidentiality</u>	(D) the Information was independently developed by the Receiving Party without reference to the Disclosing Party's Information.	16.3 The Supplier shall promptly report to Credit Suisse any request or demand for any undue financial or other advantage of any kind received by the Supplier or any of its Associated Parties in connection with this Agreement.
15.1	All information, whether technical or commercial, obtained or received as a result of entering into or performing its obligations under this Agreement (the " <u>Information</u> ") provided by one Party (the " <u>Disclosing Party</u> ") to the other (the " <u>Receiving Party</u> ") or produced by the Disclosing Party for the Receiving Party in connection with this Agreement shall together with the subject matter of this Agreement be treated by the Receiving Party as confidential and not to be disclosed by the Receiving Party to any third party without the Disclosing Party's prior written consent and without the third party signing an undertaking of confidentiality on terms equivalent to those contained in this clause 15 unless or until:	15.2 The Receiving Party shall return the Information and/or Data to the Disclosing Party when the Receiving Party no longer requires the Information and/or Data in order to perform its obligations or exercise its rights under this Agreement and in any event, on termination of this Agreement (subject to any licences granted under this Agreement that survive termination of this Agreement).	16.4 Breach of the foregoing covenants and representations shall be grounds for immediate termination of this Agreement by Credit Suisse, in its sole discretion.
(A)	to the extent but only to the extent such disclosure is required by law or by order of a court of competent jurisdiction or pursuant to a binding order or direction of a tax or fiscal authority or other regulatory body, provided the Receiving Party, to the extent it is not prohibited from doing so, gives the Disclosing Party reasonable notice and an opportunity to prevent or limit the disclosure or otherwise obtain confidential treatment for the Information required to be disclosed;	15.3 The Supplier shall not issue any publicity referring to this Agreement and/or Credit Suisse or its affiliates (including referring to Credit Suisse in client lists, either explicitly or indirectly in such a way that Credit Suisse could be constructively identified) without obtaining Credit Suisse's prior written consent, which Credit Suisse may withhold or condition in its sole discretion.	17. <u>Compliance with Laws</u> 17.1 Both parties undertake to comply with all applicable laws in connection with this Agreement and shall procure that their employees, agents and sub-contractors shall comply with all such applicable laws.
		15.4 The Supplier acknowledges that Credit Suisse assesses supplier risks by creating a screening profile of its suppliers, including the Supplier, and agrees that Credit Suisse and its affiliates may share and exchange such information among themselves.	18. <u>Whole Agreement and Variation</u>
16.		<u>Anti-Corruption</u>	18.1 This Agreement and the applicable Purchase Order contains the whole agreement between the Parties relating to the sale of the Goods, licensing of the Software 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 Goods, Services, or Software) shall apply to any Goods, Services, or Software 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 and duly signed by authorised representatives of both Parties.
		16.1 The Supplier covenants that it shall not and shall procure that its affiliates shall not, and nor will any of their respective officers, employees, shareholders, representatives, agents or contractors (" <u>Associated Parties</u> "), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which: (i) would violate any anti-corruption laws or regulations applicable to the Supplier or Credit Suisse or their respective affiliates; (ii) is intended to, or does, influence or reward any person, including but not limited to any employee, contractor or agent of Credit Suisse 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	

19.	<u>Transfer</u>	pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven (7) business days after the date of posting in the case of airmail or two (2) business days after delivery to the courier, in the case of air courier.	subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Singapore. Either Party shall have the right to refer any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) to be settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Parties agree that the seat of the arbitration shall be Singapore and that the language of the arbitration shall be English. The arbitral tribunal shall be composed of one arbitrator appointed by the Chairman of the Singapore International Arbitration Centre, whose decision shall be final and binding on both Parties.
19.1	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 this Agreement to any Credit Suisse affiliate. 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 this Agreement to any third party without Credit Suisse's prior approval in writing.	22. <u>Relationship of the Parties</u>	
20.	<u>Severance</u>	22.1 Nothing in this Agreement shall constitute or be deemed to constitute the Supplier (or any personnel of the Supplier) to be an employee or agent of Credit Suisse or a partnership or joint venture between the Supplier and Credit Suisse for any purpose whatsoever.	
20.1	If any provision of this Agreement is or becomes illegal, invalid or unenforceable in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement and shall not affect the legality, validity or enforceability of the remainder of this Agreement.	22.2 The Supplier warrants and represents to Credit Suisse that in providing the Services, the 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 this Agreement.	25.2 Australia
21.	<u>Notices</u>	23. <u>Rights of Third Parties</u>	Without limiting the generality of clause 14.2, where personal data relating to the Supplier: (i) is processed by an affiliate of Credit Suisse in Australia; or (ii) relates to an individual data subject domiciled in Australia, the Supplier represents and warrants that it has notified all individuals who are subjects of the such personal data of the Australian Privacy and Credit Reporting Policy available at www.credit-suisse.com/au .
21.1	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 in the English language.	23.1 A person who is not a party to this Agreement has no right under applicable laws or regulations regarding third party contractual rights to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from such laws or regulations.	25.3 India
21.2	Any such notice to either Party shall be addressed to the addresses set forth on the Purchase Order for each Party, or such other address a Party has notified the other Party of in writing, and may be:	24. <u>Waiver</u>	This clause 25.3 shall apply insofar as Credit Suisse receives Services, Goods and/or Software in India. 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 law of India. Either Party shall have the right to refer any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) to be settled by arbitration in Mumbai in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"). The language of the arbitration shall be English and the arbitral tribunal shall be composed of one arbitrator to be mutually appointed by the Parties, failing which the arbitrator shall be appointed in accordance with the Arbitration Act. The decision of the arbitrator shall be final and binding on both Parties
(A)	personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a business day, or, if it is delivered later than 17.00 hours on a business day or at any time on a day which is not a business day, at 09.00 hours on the next business day; or	24.1 Any failure by a Party to exercise or enforce any rights under this 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.	
(B)	if within the jurisdiction specified on the Purchase Order, sent by first class pre-paid post, in which case it shall be deemed to have been given two (2) business days after the date of posting; or	25. <u>Governing Law and Jurisdiction; Other Country-Specific Terms</u>	
(C)	if from or to any place outside the jurisdiction specified on the Purchase Order, sent by	25.1 Asia-Pacific (excluding India and Japan)	25.4 Japan
		This clause 25.1 shall apply insofar as Credit Suisse receives Services, Goods and/or Software in Asia-Pacific (excluding India and Japan). This Agreement and any dispute or claim arising out of or in connection with it or its	

This clause 25.4 shall apply insofar as Credit Suisse receives Services, Goods and/or Software in Japan. 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 law of Japan. Either Party shall have the right to refer any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) to be settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Parties agree that the seat of the arbitration shall be Tokyo and that the language of the arbitration shall be English. The arbitral tribunal shall consist of one arbitrator whose decision shall be final and binding on both Parties.

25.5 United Kingdom

This clause 25.5 shall apply insofar as Credit Suisse receives Services, Goods and/or Software in the United Kingdom. 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 law 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

25.6 United States of America, Canada, Mexico

This clause 25.6 shall apply insofar as Credit Suisse receives Services, Goods and/or Software in the United States of America, Canada, and/or Mexico. 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 and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles other than New York General Obligations Law §5-1401 and §5-1402 (as amended from time to time). Each party hereto irrevocably consents to and waives any objection to the exclusive jurisdiction of and venue in the applicable federal and/or state courts located in the Borough of Manhattan, City of New York, State of New York for any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS).

25.7 Switzerland and Rest of World

This clause 25.7 shall apply insofar as Credit Suisse receives Services, Goods and/or Software in Switzerland and/or any country other than those specified above. 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 Switzerland hereby (i) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) and (ii) Swiss conflict of law rules are hereby excluded from application to this Agreement; (b) The ordinary courts of the Canton of Zurich 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).