

**JPMorgan Chase Bank, National Association  
Purchase Order Terms and Conditions**

1. **Purchase Order Terms and Conditions.** These purchase order terms and conditions (“**T&Cs**”) are effective as of the date (“**Effective Date**”) on the Ordering Form (as defined below) and govern any transactions for products and services to be provided (“**Deliverables**”) between you (“**Supplier**”) and JPMorgan Chase Bank, National Association, and/or one or more of its Affiliates (individually or collectively, “**JPMC**”, and each, a “**JPMC Entity**”).
2. **Ordering Form Applicability.** The specific details of the Deliverables are provided on the ordering form (including any schedule or statement of work attached to it, “**Ordering Form**”) and these T&Cs are incorporated by reference into the Ordering Form. Each Ordering Form is a separate agreement between Supplier and the JPMC Entity on behalf of whom that Ordering Form is issued and only that JPMC Entity will be liable for obligations under that Ordering Form. The benefits of any Ordering Form extend to the JPMC Entity that issues the Ordering Form and to other JPMC Entities/Affiliates, customers, employees, suppliers, business partners and divested companies including as may be described in that Ordering Form. By performing pursuant to the Ordering Form, Supplier agrees that all transactions between JPMC and Supplier are governed by these T&Cs. Accordingly, this document is valid without being signed. In the event of any inconsistency between the Ordering Form and these T&Cs, these T&Cs control.
3. **Other Agreements.** Except for the commercial business terms contained in the Ordering Form, any additional or different terms or conditions contained in any quotations, acknowledgments, invoices, shrink-wrap, click-wrap, browse-wrap or other documents are null and void.
4. **Definitions.** The term “**Affiliate**” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; one entity “**controls**” another entity if it has the power to direct the management and policies of the other entity. The term “**including**” means including without limitation. The term “**days**” means calendar days. The term “**Business Day**” means Monday through Friday, excluding any official JPMC holidays. The term “**Agent**” means third party consultants, outsourcers, contractors and other service providers. The term “**Intellectual Property Rights**” means, collectively, any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights. The term “**Supplier Personnel**” means, collectively, Supplier’s employees and the personnel of any Supplier Agent, representative or subcontractor providing Deliverables.
5. **Books and Records.** Supplier agrees that it will keep accurate books, records, and accounts in connection with its performance under the Ordering Form. Supplier will make its records and systems (as applicable) available to JPMC, its third party auditor (who is bound by a confidentiality agreement) or JPMC’s regulators, upon reasonable advance written notice.
6. **Notices.** All notices must be in writing and will be deemed given only when sent by first class mail (return receipt requested), hand-delivered or sent by a nationally recognized overnight delivery service to the party to whom the notice is directed, at its address indicated in the applicable Ordering Form. Supplier will promptly notify JPMC of any occurrence that affects Supplier’s ability to materially perform its obligations to JPMC, including any act or omission that compromises the integrity of JPMC data, including unauthorized intrusion into the systems containing JPMC data. A copy of all notices required shall be sent to JPMorgan Chase Bank, N.A., Legal Department, Attention: Workflow Manager, workflow.manager.notice@jpmchase.com. The notice must specify the applicable Ordering Form number.
7. **Independent Contractor.** Supplier is an independent contractor and will at its own expense timely pay to or on behalf of Supplier Personnel all compensation, benefits, taxes, insurance or assessments.
8. **No Publicity.** Neither party shall furnish the name, trademark or proprietary indicia of the other as a reference, or utilize any of the foregoing in any advertising, announcement, press release or promotional materials.
9. **Invoices.** Supplier will invoice JPMC as specified in the Ordering Form and the JPMC Supplier Invoicing Guidelines (a current copy is located at <https://www.jpmorganchase.com/corporate/About-JPMC/ab-personnel-policies.htm>).
10. **Taxes.** Unless JPMC provides Supplier with a valid and applicable exemption certificate, JPMC will reimburse the Supplier for sales, use, excise, services, consumption and other taxes or duties (excluding value added tax or equivalent in-country sales tax), if any, that the Supplier is required to collect from JPMC and which are assessed on the purchase, license and/or supply of products and/or services. JPMC and Supplier (for itself and its Agents, representatives and subcontractors)

shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts.

11. Confidentiality. Either party ("**Disclosing Party**") may provide the other party ("**Receiving Party**") with confidential, non-public and/or proprietary materials and information, including Personal Data, in any form (collectively "**Confidential Information**"). The Receiving Party shall maintain the confidentiality of the Confidential Information and will not use or disclose such Confidential Information without the prior written consent of the Disclosing Party. At any time, upon the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all Confidential Information in its possession. Whenever the Receiving party has the Disclosing Party's Confidential Information, the Receiving Party will implement policies and procedures designed to notify the Disclosing Party of any unauthorized access to or unauthorized use or disclosure of the Disclosing Party's Confidential Information. JPMC may disclose the Supplier's Confidential Information to regulatory or governmental bodies asserting jurisdiction over JPMC. In the event Supplier has access to any data identifying or identifiable to an individual person ("**Personal Data**"), it shall comply with all Applicable Laws relating to the collection, use, transfer, disclosure, retention, or other processing of such information. Supplier confirms that when it is processing Personal Data it will act solely on the written instructions of JPMC, will have in place reasonable and appropriate safeguards to protect the Personal Data, and will not transfer the Personal Data outside of country in which it was collected without the prior approval of JPMC. Supplier will only use or reference JPMC Confidential Information and Personal Data (including any aggregate or performance data) to provide the Deliverables and for no other purpose, and will require the same of Supplier Personnel, all of whom must be bound by the confidentiality obligations and data use restrictions of this Section 11. Supplier will not decrypt, unmask, identify or re-identify any JPMC Confidential Information or Personal Data that is encrypted, masked or de-identified.

12. Return or Destruction. Supplier will return or destroy, as required by JPMC, any of JPMC's Confidential Information within 30 days after the earlier of: (a) JPMC's request; or (b) the date Supplier no longer requires that Confidential Information to perform its obligations to JPMC.

13. Term and Termination. The Ordering Form is effective from the Effective Date until terminated in accordance with its terms. JPMC may terminate the Ordering Form for convenience, in whole or in part, at any time and without liability, by giving Supplier at least 30 days' prior written notice of the termination date. Upon termination, Supplier shall promptly refund all fees paid in advance for Deliverables not yet provided. JPMC will pay Supplier for any accepted Deliverables provided prior to the effective date of termination unless such payment is prohibited by law or subject to any applicable set-off right. Either party may terminate any Ordering Form, as of the date specified in a notice of termination if the other party materially breaches its obligations under the Ordering Form and does not cure that breach within 30 days after receiving the non-breaching party's notice.

14. Supplier's Representations and Warranties. Supplier represents and warrants that: (a) all services provided by Supplier will be performed in a professional and businesslike manner by qualified personnel; (b) Supplier will comply with all applicable laws, rules and regulations that apply to the Deliverables (and the use of the Deliverables) in any jurisdiction to which Supplier delivered the Deliverables or which is specified on the Ordering Form ("**Applicable Laws**"); (c) it has obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted under the Ordering Form and these T&Cs, including that the Deliverables and JPMC's use of the Deliverables do not and will not infringe, misappropriate or violate any Intellectual Property Rights of JPMC or any third party; (d) the Deliverables and any systems Supplier uses to provide the services do not and will not contain any computer code that is designed to disrupt, disable, harm, modify, delete or otherwise impede the operation of the Deliverables or any of JPMC's software, computer systems or networks ("**JPMC Systems**"); (e) neither Supplier nor any individual, entity, or organization holding any material ownership interest in Supplier, nor any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits United States companies and individuals from dealing, including, without limitation, names appearing on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") and Supplier covenants to JPMC that it will not cause JPMC to be in violation of any regulation administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"); and (f) Supplier Personnel will (i) while visiting or accessing JPMC's facilities, comply with JPMC's then-current safety and security procedures, including pre-screening requirements, and other rules and regulations applicable to JPMC personnel at those facilities, (ii) comply with all reasonable requests of JPMC personnel, as applicable, pertaining to personal and professional conduct, including Supplier Personnel training requirements, comply with JPMC's Supplier Code of Conduct, a current copy of which is located at <https://www.jporganchase.com/corporate/About-JPMC/ab-general-supplier-information.htm>. To the extent Supplier is providing, serving, or hosting Internet, email or portable device ready user interface elements or functionality, Supplier represents and warrants that such elements and functionality will conform to the W3C Web Content Accessibility Guidelines Version 2.1 Level A and AA Success Criteria (or any successor guidelines, as reasonably requested by JPMC in writing), as well as any state or federal Laws applicable to Internet, email or portable device accessibility including the U.S. Americans

with Disabilities Act. Supplier or its subcontractors will not use or provide in the performance of this Agreement any “covered telecommunications equipment or services,” as defined in the Federal Acquisition Regulation (FAR) clause 52.204-25(a), implementing Section 889(a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232). Supplier represents and warrants that it does not pay any Supplier Personnel with disabilities below statutory minimum wage as permitted under the Fair Labor Standards Act Section 14(c). EXCEPT AS SET FORTH IN THE ORDERING FORM, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Customer Complaints. If Supplier receives a complaint from, or on behalf of, a JPMC customer with respect to Supplier’s Deliverables, JPMC or any JPMC product or service, Supplier will provide a copy of that complaint to JPMC.

16. Indemnification. Supplier will indemnify, defend and hold harmless JPMC and all of its direct and indirect 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 actual or alleged breach of the confidentiality or privacy provisions; (b) violations of any Supplier’s representations and warranties; or (c) negligent, willful or reckless acts or omissions of or by Supplier or any Supplier 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).

17. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. Notwithstanding the foregoing, the limitations of liability set forth in the preceding sentence will not apply to damages or losses in connection with: (a) death, personal injury or property damage caused by Supplier or Supplier Personnel; (b) fraud, negligence or the willful or reckless misconduct of Supplier, its subcontractors, its Agents or Supplier Personnel; (c) Supplier’s breach of the confidentiality and privacy provisions under the Ordering Form or another agreement between the parties to which the Ordering Form is subject; or (d) claims pursuant to the indemnification provisions set forth in Section 16.

18. Governing Law/Waiver of Jury Trial. Any dispute or claim arising out of or in connection with the Ordering Form, whether arising in contract, tort or otherwise, shall be governed by and construed in accordance with New York law and shall be submitted to the exclusive jurisdiction of the State and Federal courts within the Borough of Manhattan, City of New York. Supplier and JPMC agree to waive their right to have a jury participate in the resolution of a dispute arising out of the Ordering Form.

19. Insurance. Supplier will maintain the following insurance (with carriers rated at least A- VIII by A.M. Best) in amounts that meet generally accepted industry standards or applicable laws: Workers Compensation and Employer’s Liability Insurance; Commercial General Liability Insurance; for any automobile used in the provision of the Deliverables, Automobile Liability Insurance; if applicable, Commercial Blanket Bond or equivalent insurance; if applicable, Technology Errors and Omissions, Media Error and Omissions, or Similar Professional Liability Insurance; if Supplier has access to Confidential Information, Privacy and Network Security Insurance (i.e., Cyber Liability); and if Supplier transports the property of JPMC, All Risk Motor Truck Cargo Insurance or All Risk Transit and Premises Insurance. Supplier’s Commercial General Liability Insurance and Privacy and Network Security Insurance will include JPMC as additional insureds or provide an indemnity to principals clause, and will be primary, and all insurance carried by JPMC is strictly excess and non-contributory with Supplier’s insurance. Supplier will, on request, provide JPMC with certificates of insurance.

20. Subcontractors. Supplier may not subcontract performance or provision of any Deliverables without giving JPMC notice, which notice must include the name of the subcontractor and the portion of performance or provision being subcontracted. Supplier will remain solely responsible for all Deliverables and will be liable for any subcontractor’s failure to perform or abide by the provisions of these T&Cs.

21. Assignment. Supplier will not assign or transfer the Ordering Form or all or any portion of its obligations or duties, without JPMC’s express, prior written consent. Any assignment or transfer in contravention of this provision will be null and void. The Ordering Form will be binding on all assignees and successors in interest.

22. Severability. If any provision of the Ordering Form is unenforceable in any jurisdiction, the other provisions of the Ordering Form will remain in full force and effect in that jurisdiction and will be construed in order to effectuate the purpose and intent of the Ordering Form. The unenforceability of any provision of the Ordering Form in any jurisdiction will not affect the enforceability of any such provision in any other jurisdiction.

23. Waiver. No delay or omission in the exercise of any term, right or remedy by either party will be deemed a waiver of any term, right or remedy under the Ordering Form.

24. Equal Employment Opportunity. **Supplier will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Supplier takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier will comply with JPMC's policy of maintaining a business environment free of all forms of discrimination, including sexual harassment.**

25. Miscellaneous. JPMC does not purchase any gift cards, pre-paid vouchers or similar instruments with pre-paid monetary value for onward distribution ("**Prohibited Items**"). Sale of any of the Prohibited Items will be deemed to be void under these terms and conditions and JPMC will not be liable for payments, even where such products have been ordered in accordance with the remainder of these terms. These terms shall be deemed to be sufficient notice to the Supplier that any order related to the purchase of the Prohibited Items is void. Supplier shall be liable to forthrightly refund to JPMC of any payments made, whether made in full or in part, towards purchase of the Prohibited Items.

26. Entire Agreement; Amendments. The Ordering Form (including these T&Cs) contains the entire agreement between the parties regarding the subject matter described in the Ordering Form. The Ordering Form may be amended by an agreement in writing (including in the electronic Purchase Order format) agreed by authorized representatives of both parties, that expressly states that it is an amendment to the Ordering Form.

27. Survival. After the Ordering Form terminates or expires, the terms of the Ordering Form that expressly or by their nature contemplate performance after such termination or expiration will survive and continue in full force and effect.

28. Supplier Diversity. JPMC's supplier diversity initiative provides that certified Minority Business Enterprises; Women Business Enterprises; Disadvantaged Business Enterprises; Veteran Business Enterprises and Service Disabled Veteran Business Enterprises; Disability-Owned Business Enterprises; Lesbian, Gay, Bi-Sexual, Transgender Enterprises; and Small Business Enterprises (collectively, "**Diverse Suppliers**"), will have equal opportunity to bid on JPMC contracts and to participate in the performance of contracts for goods and services with JPMC and its prime suppliers. The utilization goal for Diverse Suppliers is 10% of the third-party procurement spend related, directly or indirectly, to this Agreement. Upon JPMC's request, Supplier will report the actions it is taking in furtherance of this goal, using JPMC's online supplier diversity reporting tool on a quarterly basis.

**ADDITIONAL PRODUCT TERMS AND CONDITIONS**. The following terms and conditions additionally apply to the purchase and sale of any Deliverables that contemplate goods or "Products" under any Ordering Forms:

29. Product Specifications. All Deliverables purchased or licensed under the Ordering Form must conform to the specifications including as furnished by JPMC and Supplier's published specifications as applicable. Supplier will include with all documentation, such as operator/user manuals, training materials, guides, and Product specifications, whether in writing, electronic means or otherwise (collectively "**Documentation**").

30. Deliverables Ownership. If, in connection with production, performance or provision of Deliverables under the Ordering Form, Supplier produces, performs or provides any tangible or intangible products, materials, and items specifically for JPMC, Section 44 applies.

31. Shipping. Unless otherwise specified by JPMC, all Deliverables are to be shipped FOB JPMC's place of destination. Where specific authorization is granted to ship Deliverables FOB shipping point, Supplier agrees to prepay all shipping charges, route through the least expensive common carrier competent to transport the type of Deliverables purchased or licensed, and invoice JPMC as a separate item on the invoice for those charges, less any applicable federal transportation tax.

32. **Product Delivery.** Delivery will not be deemed to be complete until JPMC has actually inspected, tested and accepted the Deliverables.

33. **Product Warranties.** In addition to the warranties set forth in Section 14, Supplier warrants that the Deliverables will be: (a) new and unused unless otherwise specified in the Ordering Form; and (b) of genuine manufacture. Without limitation of any rights by reason of any breach of warranty or otherwise, Deliverables which are not as warranted may at any time be returned to Supplier at Supplier's expense for credit, correction, or replacement as JPMC may direct. The warranties under Section 14 and this Section 33 also apply to replacement Deliverables.

34. **Risk of Loss and Title.** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, or destruction of Deliverables and materials ordered hereunder which occur prior to delivery, and that loss, injury, or destruction will not release Supplier from any obligation. Upon delivery to JPMC at its location, JPMC will have good and marketable title to the Deliverables, free and clear of all liens and encumbrances.

35. **Embedded Software License.** To the extent software is included with or embedded in hardware Deliverables purchased by JPMC, Supplier grants to JPMC a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of the Ordering Form), irrevocable, fully paid, royalty-free license to use the software as included with or embedded in hardware Deliverables; provided that, to the extent the included software is Licensed Software, the Additional Software Terms and Conditions apply.

**ADDITIONAL SOFTWARE TERMS AND CONDITIONS.** In addition to the previous terms and conditions and the Additional Product Terms and Conditions (except that Section 35 (Embedded Software License) does not apply, and Sections 31 (Shipping), 32 (Product Delivery), 33 (Product Warranties) and 34 (Risk of Loss and Title) only apply to the physical media on which the Licensed Software is packed, shipped and/or delivered, if any), and except that Licensed Software and its Documentation may only be delivered electronically except to the extent expressly set forth in the Ordering Form, the following terms and conditions apply to the provision, license and support of any Licensed Materials under any Ordering Form. Any terms and conditions that are provided by the Supplier or accompany the Software (including any click-wrap or shrink-wrap terms and conditions) are null and void.

36. **Software Definitions.**

(a) "**Authorized Number of Computers**" means, if applicable, that number of computers, set forth in the Ordering Form, of JPMC located at the Licensed Site on which JPMC may install and use the Licensed Software. If no Authorized Number of Computers is set forth in the Ordering Form, JPMC is entitled to install and use the Licensed Software on an unlimited number of computers.

(b) "**Authorized Number of Users**" means the number of Agents and other personnel of JPMC and its Affiliates who are authorized to use and have access to the Licensed Materials in accordance with the terms and conditions of the Ordering Form concurrently. If no Authorized Number of Users is set forth in the Ordering Form, an unlimited number of Agents of JPMC and its Affiliates are authorized to so use and have access to the Licensed Materials.

(c) "**License**" means the rights and license granted in Section 36 but subject to the limitations set forth in Section 37.

(d) "**Licensed Software**" means the object code versions of Supplier's proprietary software identified in the Ordering Form, and, if JPMC acquires Support for that Licensed Software, any subsequent versions, releases, fixes, builds, etc.

(e) "**Licensed Materials**" means the Licensed Software and the Documentation. The Licensed Materials are deemed to be "Deliverables" for purposes of the Ordering Form.

(f) "**Licensed Site(s)**" means, regardless of location, the number of facilities set forth in the Ordering Form, at which JPMC will be permitted to operate the Licensed Software, provided that the Ordering Form expressly sets forth that the License is a Licensed Site License. If the Ordering Form does not expressly set forth that the License is a Licensed Site License, or, if no number of Licensed Sites is set forth in the Ordering Form, JPMC is entitled to operate the Licensed Software in an unlimited number of facilities. JPMC will be entitled to relocate from one facility to another.

(g) "**Support**" means all maintenance, support, updates, bug fixes, releases and versions for the Licensed Software. Support is deemed to be a "Service" and a "Deliverable" under the Ordering Form.

37. License Grant. Supplier grants to JPMC and its Affiliates upon delivery (a) a perpetual (unless a specific time-limited License term is expressly set forth in the Ordering Form), fully paid, non-exclusive, worldwide and irrevocable right and license, for the Authorized Number of Users to use (that is, to copy, install, access, execute, operate, distribute, archive and run) the Licensed Software, at the Licensed Site(s) (including worldwide remote access to the Licensed Site(s)) and on the Authorized Number of Computers, for JPMC's and its Affiliates' own business purposes; (b) a non-exclusive right and license for the Authorized Number of Users to use and make, modify and internally distribute a reasonable number of copies of the Documentation in connection with the permitted use of the Licensed Software; and (c) the right to make a reasonable number of copies of Licensed Software for development, testing, archive and backup purposes.

38. License Limitations. JPMC acknowledges Supplier's, or Supplier's licensors', copyright and other proprietary rights in and to the Licensed Materials. JPMC will reproduce all copyright and other proprietary rights notices contained on or in the Licensed Materials on all copies. JPMC will not attempt to reverse engineer, decompile, disassemble, or otherwise reduce the object code versions of the Licensed Software or any component of the Licensed Software to human-readable form, except as permitted in the Ordering Form or under applicable law. Notwithstanding the above, JPMC has the right to perform security testing on the Licensed Software and Supplier's systems.

39. Licensed Materials Delivery. Supplier will deliver to JPMC the number of copies of the Licensed Materials as set forth in, and to the address and/or in the manner, set forth in the Ordering Form. That delivery will be deemed "shipment" for purposes of the Ordering Form.

40. Fees. In consideration of the License, and subject to acceptance by JPMC of the Licensed Software as conforming to applicable Specifications and warranties in all material respects, JPMC will pay Supplier the license fees set forth in the Ordering Form. In consideration of Supplier's providing the Support, JPMC will pay Supplier the Support fees set forth in the Ordering Form. Unless expressly set forth in the Ordering Form, the annual Support fees will not exceed 15% of the License fee for the Licensed Software set forth in the Ordering Form. Supplier will not increase the Support fees during the first year after acceptance of the Licensed Software, or a longer term as set forth in the Ordering Form.

41. Use of Licensed Software by Divested Business. If any JPMC Entity divests an Affiliate, division, department or other business, then the JPMC Entity may, as a part of the Licensed Software: (a) use the Licensed Software to provide transitional, migration or conversion services to the divested business for up to one year after the divestiture or (b) permit the divested business to use the Licensed Software, so long as the divested business' use does not materially expand the use of the Licensed Software and the divested business complies with the provisions of the Ordering Form.

**ADDITIONAL SERVICES TERMS AND CONDITIONS**. In addition to the previous terms and conditions, the following terms and conditions apply to the procurement and provision of any services under any Ordering Forms:

42. Services. Supplier will perform the Services according to the terms and conditions set forth in the Ordering Form. Supplier will comply, and will cause any authorized subcontractor and all Supplier Personnel providing the Services to comply, with applicable JPMC rules, regulations, and policies of which it has been informed.

43. Statements of Work. A "**Statement of Work**" or a "**SOW**" describes the Services to be performed, and deliverables to be provided. No SOW will be effective until attached to applicable Ordering Form.

44. Definition of Works. The term "**Works**" means any of the following in any form or media: (a) formulae, algorithms, processes, procedures and methods; (b) designs, ideas, concepts, research, discoveries, inventions (whether or not patentable or reduced to practice) and invention disclosures; (c) know-how, trade secrets and proprietary information and methodologies; (d) technology; (e) computer software (in both object and source code form); (f) databases; (g) expressions, works and factual and other compilations; (h) protocols and specifications; (i) visual, audio and audiovisual works (including art, illustrations, graphics, images, music, sound effects, recordings, lyrics, narration, text, animation, characters, designs and all other audio, visual, audiovisual and textual content); (j) records of each of the foregoing, including documentation, design documents and analyses, studies, programming tools, plans, models, flow charts, reports, letters, memoranda and drawings; and (k) any other tangible results of the Services.

45. Ownership of Outside Materials. Supplier and its licensors will retain ownership of all Works developed or acquired by Supplier prior to the commencement of Services or independently from the performance of the Services, together with all related Intellectual Property Rights throughout the world ("**Outside Materials**").

46. Ownership of Work Product. JPMC will own exclusively all Works developed, in whole or in part, by or on behalf of Supplier for JPMC pursuant to the Ordering Form together with all related Intellectual Property Rights throughout the world (“**Work Product**”). Supplier will and does, without further consideration, assign to JPMC any and all right, title or interest that Supplier may now or later possess in or to the Work Product. To the fullest extent permissible by applicable law, all copyrightable aspects of the Work Product will be considered “works made for hire” (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Deliverables that result from Services are deemed to be Work Product unless the Ordering Form expressly states that they are Outside Materials. Both Outside Materials and Work Product are deemed to be “Deliverables” for purposes of the Ordering Form.

47. License of Outside Materials. Supplier grants to JPMC and its Affiliates a perpetual, irrevocable, worldwide, fully-paid up, royalty-free, non-exclusive right and license to all Intellectual Property Rights in all Outside Materials that Supplier embeds in or otherwise provides with any Work Product to the extent required to fully and completely use and exploit the Work Product. The parties acknowledge and agree that the foregoing right and license includes the right to: (a) use, copy, modify, develop derivative works, sublicense, distribute, display and perform the Outside Materials; and (b) designate third parties to exercise those rights and licenses who are bound by similar restrictions.

48. Consent Required for Use of Third Party Works. Without the prior written consent of JPMC, Supplier will not provide (a) any Works other than those for which Supplier has the right to grant the rights and licenses contained in Section 32, or (b) any Work Product that would require JPMC or its Affiliates to use any Intellectual Property Rights other than those licensed in Section 45.

## EMEA RIDER

The following amend (and to the extent of any conflict, override) the terms above and apply to purchases made within the Europe, the Middle East and Africa:

1. Notices. Supplier will send a copy of all notices to JPMorgan Chase Bank, N.A., Legal Department, 23rd Floor, 25 Bank Street, London E14 5JP, Attention: Technology Counsel.
2. Invoices. In addition to the terms contained herein, Supplier may charge interest on overdue amounts from the date payment is due until the date payment is received at a rate equal to 4% above the Base Lending Rate of the Bank of England as prevailing from time to time. For the avoidance of doubt, the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 are hereby excluded.
3. Taxes. JPMC will be responsible for sales, use, excise, services, consumption and other taxes or duties that are assessed on the purchase of Deliverables for which Supplier invoices JPMC before the expiration of the applicable JPMC statutory period for assessment of deficiencies. Deliverables purchased for certain JPMC locations may be exempt from sales and use taxes. JPMC will provide Supplier with the supporting tax exempt documentation as may be necessary. Supplier will segregate the charges and fees into the following separate payment streams: (a) those for taxable Deliverables; (b) those for non-taxable Deliverables; and (c) those for tax-exempt Deliverables.
4. Supplier's Representations and Warranties. In addition to the terms contained herein, Supplier represents and warrants that: all Deliverables will perform in full compliance with their Documentation for a period of 90 days (or such longer period as may be specified by a Supplier for a specific Product) commencing on the date of JPMC's receipt of the Deliverables.
5. IR35.
  - (a) Subject to the remainder of this section, Supplier represents and warrants that any individual assigned to JPMC pursuant to these T&Cs is paid subject to deduction of income tax and employee national insurance contributions under PAYE by Supplier or another third party (but for the avoidance of doubt, such third party shall not include an intermediary to which the rules in Chapter 10 of Part 2 Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") apply).
  - (b) For the avoidance of doubt, JPMC and Supplier agree that any individual falling within section 5(a) above is subject to the right of supervision, direction or control such that section 44(3) ITEPA would be engaged, subject to the remainder of section 44 ITEPA.
  - (c) JPMC may in its absolute discretion provide written confirmation to Supplier that an individual may be assigned to JPMC in circumstances where the conditions in section 5(a) are not met.
  - (d) Supplier shall indemnify and hold harmless JPMC and its successors and permitted assigns from and against any and all losses, expenses, damages, costs and liabilities, including, for the avoidance of doubt, income tax under PAYE and employer and employee national insurance contributions and any interest and penalties thereon, to the extent such losses, expenses, damages, costs and liabilities arise out of, are alleged to arise out of, or relate to a breach of Supplier's obligations under this section 5.
  - (e) For the avoidance of doubt, section 17 (Limitation of Liability) of these T&Cs shall not apply to Supplier's obligations under section 5(d) above.
6. Regulators' Investigatory Powers. Supplier acknowledges and agrees that:
  - (a) The relevant national resolution authorities of JPMC and its Affiliates have powers under Articles 68 and 71 of Directive 2014/59/EU ("BRRD") and Article 68 BRRD which shall apply to the Ordering Form and T&C's (where the "substantive obligations" of the Ordering Form (including the T&Cs) in the sense of Article 68 of BRRD are JPMC's payment obligations);
  - (b) Supplier shall grant JPMC and its relevant Affiliates and their competent authorities (including resolution authorities) and any other person appointed by JPMC, its relevant Affiliates or such competent authorities, including for the avoidance of doubt JPMC's external auditors, full access to all relevant business premises (e.g. head offices and operation centers), including the full range of relevant devices, systems, networks, information and data (e.g. through an adapted access path and debit and through data recovery enabling JPMC to have quick and unfettered access to the information stored in the processing unit) used for providing the Deliverables, including related financial information, personnel and Supplier's external auditors;
  - (c) JPMC shall have unrestricted rights of inspection and auditing related to Supplier's provision of the Deliverables under



the Ordering Form to enable it to monitor the outsourcing arrangement and to ensure compliance with all applicable regulatory and contractual requirements;

- (d) nothing in these T&Cs shall limit or restrict relevant regulators' information gathering and investigatory powers, and where Supplier is located in an EU member state or the UK this includes such powers under article 63(1)(a) of Directive 2014/59/EU and article 65(3) of Directive 2013/36/EU or relevant implementing legislation in EU member states or equivalent legislation in the UK, as amended from time to time;
- (e) the Bank of England and the Prudential Regulatory Authority, and any successor entities thereto, have a range of statutory information-gathering and investigatory powers, some of which may apply directly to outsourced service providers and certain of which are set out below:

<b>Statutory Power</b>	<b>Description</b>
S.165A Financial Services and Markets Act 2000 ("FSMA")	The PRA can require service providers to provide it with information it considers 'is or might be, relevant to the stability of the UK financial system.'
S.166(7)(b) FSMA	Any entity which is providing or has provided services to a firm in relation to matters subject to a section 166 review must give the skilled person all such assistance as they may reasonably require.
S.3A of the Banking Act 2009 (see also ss. 83ZA and 83ZB of the Banking Act 2009)	The Bank of England as a resolution authority can direct a firm to produce information that is relevant to the exercise of its stabilisation powers and to provide that information to the Bank of England.

and

- (f) before a planned on-site visit, JPMC and its relevant Affiliates, their competent authorities and auditors or third parties acting on behalf of JPMC, its Affiliates or their competent authorities shall provide reasonable notice to Supplier, unless this is not possible due to an emergency or crisis situation or would lead to a situation where the audit would no longer be effective;

7. **Interpretation.** A reference to legislation is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under it or implementing it, and equivalent legislation.

8. **Governing Law.** These T&Cs, and any dispute or claim arising out of or in connection with the Ordering Form (including these T&Cs), whether arising in contract, tort or otherwise, shall be governed by and construed in accordance with English law. All disputes or claims arising out of or in connection with the Ordering Form (including these T&Cs) shall be submitted to the exclusive jurisdiction of the English courts.

9. **Employment:**

- (a) **Equal Opportunity.** Supplier shall not discriminate against or harass any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, creed, alienage, citizenship status, marital status or any other category protected under any applicable laws.
- (b) **Transfer of Personnel. In this Section 9(b):**
  - (i) "**ARD/TUPE**" means the Acquired Rights Directive 2001/23/EC ("**Directive**") (or any successor directive thereto) or any national legislation implementing the Directive or any equivalent legislation in any jurisdiction where the Services are provided (including in the UK, the Transfer of Undertakings (Protection of Employment) Regulations 2006), as amended from time to time;
  - (ii) "**Existing Supplier**" means the service provider (or any subcontractor of that service provider) providing services immediately before the Effective Date which are identical to or substantially similar to the Deliverables;
  - (iii) "**Liabilities**" means all losses, costs (including without limitation legal costs), charges and expenses arising out of actions, proceedings, claims and demands, and "Liability" is construed accordingly;

(iv) "**Relevant Employees**" means those employees of the relevant JPMC Entity or relevant Existing Supplier who are wholly or mainly assigned immediately before the Effective Date to the provision of services which are identical to or substantially similar to the Deliverables;

(v) "**Replacement Supplier**" means any service provider (or any subcontractor of that service provider) which provides or will provide services immediately after the termination of this Agreement which are identical to or substantially similar to the Deliverables;

(vi) "**Subcontractor**" means any third party engaged by the Supplier to provide the Services or any part of them;

(vii) "**Termination Date**" means the date on which the Supplier ceases to provide the Deliverables; and

(viii) "**Transferring Employees**" means the Supplier Personnel wholly or mainly assigned to the provision of the Deliverables immediately before the Termination date.

(1) It is the parties' understanding and intention that the arrangements contemplated under this Agreement shall not be a "Relevant Transfer" for the purposes of ARD/TUPE such that the contracts of employment of the Relevant Employees will have effect from the Effective Date as if originally made between the Supplier or any Subcontractor and the Relevant Employees and that any collective agreements relating to them shall have effect between the Supplier or any Subcontractor and the relevant trade union. (2) Notwithstanding the foregoing provisions in Section 9(b)(1), in the event that any Relevant Employee is deemed or alleged to have transferred to the employment of the Supplier or to any Subcontractor pursuant to ARD/TUPE, the relevant JPMC Entity hereby indemnifies, keeps indemnified and holds the Supplier harmless from and against all Liabilities suffered or incurred by the Supplier, whenever or howsoever arising out of or in connection with or related to the employment of any Relevant Employees or the termination of employment of any Relevant Employees or in respect of any other amount payable to or in respect of the Relevant Employees. (3) It is the parties' understanding and intention that the arrangements contemplated under this Agreement shall not be a "Relevant Transfer" for the purposes of ARD/TUPE such that the contracts of employment between the Supplier or any Subcontractor and the Transferring Employees may have effect as if originally made between the relevant JPMC Entity or a Replacement Supplier and the Transferring Employees and that any collective agreements applicable to such Transferring Employees shall have effect between the relevant JPMC Entity or any Replacement Supplier and the relevant trade union. (4) Notwithstanding the foregoing provisions in Section 9(b)(3), in the event that any Transferring Employee is deemed or alleged to have transferred to the employment of the relevant JPMC Entity or any Replacement Supplier pursuant to TUPE, the Supplier hereby indemnifies, keeps indemnified and holds each JPMC Entity harmless (on behalf of itself and on behalf of any Replacement Supplier) from and against all Liabilities suffered or incurred by the JPMC Entity or any Replacement Supplier, as applicable, whenever or howsoever arising out of or in connection with or related to the employment of any Transferring Employees or the termination of employment of any Transferring Employees or in respect of any other amount payable to or in respect of the Transferring Employees.

- (c) London/UK Living Wage. Supplier represents, covenants and warrants that for the duration of the Ordering Form it shall pay all Supplier Personnel who are engaged to carry out the Supplier's obligations under the Ordering Form on JPMC premises (the "**LW Supplier Personnel**"), and/or procure that all LW Supplier Personnel are paid, not less than the London Living Wage and/or the UK Living Wage as applicable. If Supplier is authorized to subcontract all or part of the provision of any Services and/or Deliverables under these T&Cs to a subcontractor, Supplier shall ensure as a further condition of subcontracting that any subcontractor of any tier that provides all or part of the Services shall comply with this paragraph as though it were Supplier. Supplier has six months from the date of an announcement to increase the applicable London Living Wage and/or UK Living Wage to increase (or procure the increase of) the pay of all LW Supplier Personnel to ensure all LW Supplier Personnel are paid not less than the increased London Living Wage and/or UK Living Wage. Upon JPMC's request Supplier shall certify in writing, its and its subcontractors compliance with this paragraph. "**London Living Wage**" means the London Living Wage as set by the Greater London Authority or any successor body and "**UK Living Wage**" means the UK Living Wage as set by the Living Wage Foundation or any successor body.

10. **EBA Guidelines on Outsourcing Arrangements (EBA/GL/2019/90); CSSF Outsourcing Circular 22/806 for Deliverables benefitting JPMC Affiliates having a place of business in Luxembourg;**

Notwithstanding anything else in the Ordering Form (including these T&Cs), the parties agree that:

- (a) Supplier may sub-outsource the Deliverables under the Ordering Form, or material parts thereof, provided that the conditions specified in the Ordering Form are satisfied. and that Supplier informs JPMC of any planned sub-outsourcing, or material changes thereof, on at least 120 days' (and, in the case of sub-outsourcing of cloud and/or other hosting or storage services, on at least 180 days') prior written notice. Notwithstanding Section 20 of the T&Cs, JPMC shall be entitled to object to changes before the planned sub-outsourcing, or material changes thereof, come into effect. Supplier is obliged to oversee any part of the Deliverables that it has sub-contracted to ensure that all contractual obligations between Supplier and JPMC are continuously met.
- (b) The location (i.e. regions or countries) where relevant Deliverables will be performed/provided, shall be as specified in the Ordering Form. Supplier shall be required to notify JPMC if Supplier proposes to change this location/these locations.
- (c) JPMC shall have the right to monitor Supplier's performance under the Ordering Form on an ongoing basis, including against agreed service levels set out in the Ordering Form.
- (d) Supplier shall report to JPMC if there is any development that may have a material impact on Supplier's ability to effectively provide the Deliverables under the Ordering Form in line with the agreed service levels and in compliance with applicable laws and regulatory requirements, and submit reports of its internal audit function to JPMC (where appropriate).
- (e) Supplier will implement and test a disaster recovery and business continuity plan ("**DRBCP**"), and will give JPMC reasonable notice of, and JPMC will be entitled to participate in, each test of Supplier's DRBCP. Supplier will also participate and otherwise cooperate with JPMC, as reasonably requested by JPMC, in connection with JPMC's development and testing of JPMC's own DRBCP, including participating in integrated testing of JPMC's and Supplier's systems and operations.
- (f) Supplier shall ensure that the data that are owned by JPMC can be accessed in the case of the insolvency, resolution or discontinuation of business operations of Supplier.
- (g) Supplier shall ensure that any access by the Supplier and/or its personnel (including any entity or persons acting on behalf of the Supplier) to JPMC Confidential Information, Personal Data and JPMC systems shall be limited to a need to know basis and access shall be limited to a strict necessary minimum required to perform the Deliverables.
- (h) Supplier shall comply with appropriate ITC security standards.
- (i) Supplier shall comply with relevant data and system security requirements and update JPMC on its compliance with such requirements on an ongoing basis.
- (j) JPMC shall have the right to carry out security penetration testing to assess the effectiveness of implemented cyber and internal ICT security measures and processes.
- (k) JPMC may terminate the Ordering Form, in accordance with applicable law, where (a) there is a breach of applicable law or regulation; (b) there are impediments capable of altering the performance of the services are identified; (c) where there are material changes affecting the Ordering Form or Supplier (e.g. sub-outsourcing or changes of sub-contractors); (d) there are weaknesses regarding the management and security of confidential, personal or otherwise sensitive data or information or (e) instructions are given by JPMC's competent authority (e.g. in the case that the competent authority is, caused by the Ordering Form, no longer in a position to effectively supervise JPMC).
- (l) In connection with the termination or expiration of the Ordering Form, Supplier will, for such period of time as the parties may agree after termination or expiration ("**Termination Assistance Period**"), provide any and all services requested by JPMC, or as otherwise provided under the Ordering Form, to make a smooth and orderly transition from the use of Deliverables to internal functions or alternate providers, including promptly transferring JPMC's data in Supplier's possession or control back to JPMC on JPMC's request. ("**Termination Assistance Services**"), as required by applicable law. The quality and level of performance of the services will not be degraded during the Termination Assistance Period. After the expiration of the Termination Assistance Period, Supplier will deliver to JPMC any remaining JPMC-owned reports and documentation relating to the terminated Deliverables still in Supplier's possession, and will comply with the data return and destruction obligations applicable to Confidential Information and JPMC Data in the T&Cs. JPMC will pay Supplier the most applicable rates as set out in the Ordering Form in consideration of those services. However, if JPMC terminates the Ordering Form for cause, Supplier will provide to JPMC these Termination Assistance Services at no cost to JPMC.
- (m) JPMC may request that Supplier work with JPMC to provide a draft plan for the disengagement and transfer of the Deliverables upon the expiration or termination of the Deliverables and for mutual testing of the same ("**Disengagement Plan**") to be included in, or subsequent to Ordering Form. Supplier and JPMC will ensure that the Disengagement Plan addresses the resources that will be used to perform Termination Assistance Services; sets forth a timetable and process for the Termination Assistance Services and specifies substantially all things necessary to efficiently carry out the Termination Assistance Services.



## ASIA PACIFIC RIDER

The following additional terms and conditions apply to purchases made within Asia Pacific:

1. Governing Law. These T&Cs, and any dispute or claim arising out of or in connection with the Ordering Form or these T&Cs, whether arising in contract, tort or otherwise, shall be governed by, interpreted and enforced in accordance with the laws of the country (and, where applicable, the state) where the Deliverables are provided to JPMC, without reference to principles of conflicts of law. If the Deliverables provided under these T&Cs are provided to multiple different countries, then the laws of Hong Kong shall govern. All disputes or claims arising out of or in connection with the Ordering Form or these T&Cs shall be submitted to the exclusive jurisdiction of the courts of the country (and where applicable, the state) where the Deliverables are provided to JPMC, or, where the Deliverables are to be provided to multiple different countries, to the courts of Hong Kong. Supplier and JPMC agree to waive their right to have a jury participate in the resolution of a dispute arising out of the Ordering Form or these T&Cs.

### 2. Taxes.

- (i) Supplier shall be responsible for any sales, service, value-added, use, excise, consumption and any other taxes and duties on the goods or services it purchases or consumes or uses in providing the Deliverables, including taxes imposed on Supplier's acquisition or use of such Deliverables.
- (ii) Where Deliverables are provided by Supplier to JPMC in the same country, Supplier will be responsible for levying any value-added or analogous taxes ("**VAT**") due on the provision of the Deliverables to JPMC by Supplier or on the charges for such Services and Supplier will be responsible for paying such VAT to the relevant tax authority. JPMC shall only be obliged to pay such VAT to Supplier provided that Supplier issues a valid VAT invoice for any amount of VAT charged. If JPMC should pay to Supplier an amount by way of value-added tax (or analogous tax) and if it is later held that that such tax was not due, Supplier will refund the amount paid to JPMC, together with all related interest paid by the applicable taxing authority.
- (iii) When Deliverables are provided pursuant to an Ordering Form between JPMC in one country and Supplier located in a different country from JPMC, JPMC will be responsible for accounting directly to the relevant tax authorities for any VAT due on the provision of or charges for the Deliverables and Supplier will not charge any VAT to JPMC in addition to the consideration payable.
- (iv) JPMC and Supplier (for itself and its Agents, personnel, representatives and subcontractors) shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts.
- (v) JPMC may deduct withholding taxes, if any, from payments to Supplier where required under Applicable Law. JPMC shall, at Supplier's written request, provide Supplier with appropriate receipts for any taxes so withheld to the extent that JPMC has received such receipts from the applicable taxing authority.
- (vi) JPMC and Supplier shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible. JPMC and Supplier shall provide and make available to the other party any certificates or information reasonably requested by such other party. Each party will be entitled to any tax refunds or rebates granted, including any interest paid thereon, to the extent such refunds or rebates are of taxes that were paid by it.

3. Notices. Supplier will send a copy of all notices to Legal Department – Technology, IP & Corporate Functions Law Group, Level 25, CapitaSpring, 88 Market Street, Singapore 048948 Attention: Asst. General Counsel.

### **Japan**

The following amend the terms above and apply to purchases made within Japan:

4. Supplier represents to JPMC and agrees that neither Supplier, its directors or officers is, belongs to or is associated with, nor will be, belong to, or will be associated with, an Anti-Social Group (Han Shakaiteki Seiryoku Tou). If there is a breach of this representation or when JPMC determines that the Supplier is an Anti-Social Group, or when Supplier makes a violent demand or conducts an unreasonable demand exceeding legal responsibility and JPMC deems that continuation of the Ordering Form would be difficult, JPMC may (and the Supplier will not object to such action): (i) reject the Supplier as a counterparty under the Ordering Form; (ii) immediately terminate the Ordering Form; and/or (iii) take any other measures that JPMC deems necessary. "**Anti-Social Group**" herein means groups or individuals who seek or are suspected to seek

economic benefits through the use of violence, threats and fraud or who cause or are suspected to cause damages to JPMC, which shall include any of the groups or individuals as stipulated in the sample form letter of representations and warranties regarding non-association of Boryokudan and other Anti-Social Groups provided by the National Center for the Elimination of Boryokudan, or such other groups or individuals as may be prescribed by a Japanese industry association or institution for eliminating Anti-Social Groups, from time to time.

### India Tax Rider

The following amend the terms above with relation to compensation and taxes and apply to purchases made within India.

1. The price for the Deliverables (“**Contract Price**”) shall be payable in Indian Rupees and shall be exclusive of Goods and Services Tax (“**GST**”) and any other taxes or levies as applicable. GST shall include the Central Goods and Services Tax (“**CGST**”), the State Goods and Services Tax (“**SGST**”), the Integrated Goods and Services Tax (“**IGST**”) and /or Union territory Goods and Services Tax (“**UGST**”) as may be applicable. All Invoices should be raised on the “Ship to” address with its specific GST registration number, that is, the address where goods are/will be delivered/shipped to or services are/will be provided. If a “Bill to” address is provided in a purchase order or agreement, the Supplier shall send only copies of physical invoices to the “Bill to” for processing the payment. If only one address is provided, Supplier will raise the invoice on that address with its specific GST registration number. All invoices submitted will be marked clearly with JPMC’s contract reference. Supplier will raise separate invoices for the services provided to each of the offices of JPMC in Mumbai, Hyderabad and Bengaluru for such amounts as proportionately attributable to the respective offices benefiting from the services.
2. JPMC will be responsible for GST that Supplier is permitted or required as per law to collect from JPMC unless JPMC provides Supplier with a valid and applicable exemption certificate.
3. Invoices raised by the Supplier shall describe the Deliverables in sufficient detail so that tax payable, if any (including, but not limited to, import or custom duties, GST or withholding tax, if applicable,) is not charged incorrectly. JPMC may withhold payment against any invoice which is not submitted in accordance with the provisions specified herein.
4. In due compliance of its obligations, Supplier shall remit the GST so charged (if any) from JPMC, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, stating all appropriate and relevant information on the Goods And Services Tax Network (GSTN) portal, which enables JPMC to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on JPMC) of GST in the appropriate GST registration. Supplier shall raise the invoice within the statutory timelines and deliver the same with 7 (seven) days from the date of invoice. Notwithstanding anything contained herein, JPMC may disclose Supplier’s Confidential Information to any third parties that have a need to know and are obligated to maintain the confidentiality of Supplier’s Confidential Information for the purposes of filing applicable taxes or any other purposes related thereto.
5. In the event the credit of GST is not granted or denied to JPMC under its appropriate GST registration under the applicable laws for non-payment of taxes charged to JPMC or on account of any non-compliance or violation (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government authority and/or incorrect submission of information on the GSTN portal) (collectively, “**Non-Compliance**”), then the Supplier shall rectify the Non-Compliance in a timely manner to ensure that JPMC gets the credit in the subsequent month, failing which JPMC shall have the right to set off such shortfall against the subsequent payments to the Supplier or recover the amount of GST charged to it along with the interest, levies, fines, penalties and/or any other costs from the Supplier.
6. Any change in the GST rules, acts, and regulations on input credit will be implemented through a written amendment by the parties hereto.

## EMEA PRIVACY RIDER

The following terms amend (and to the extent of any conflict, override) the terms above and apply to the extent Supplier processes Personal Data as Processor for JPMC pursuant to the Ordering Form.

1. Definitions. The following definitions apply in the following terms and conditions:

“**Controller**” has the meaning given to it in the GDPR.

“**Data Protection Authority**” means a Supervisory Authority, as that term is defined in the GDPR.

“**Data Protection Impact Assessment**” means a data protection impact assessment, as described in Article 35 of the GDPR.

“**Data Protection Laws**” means: (a) the GDPR, Directive 2002/58/EC and Directive 2009/136/EC, together with any national implementing laws in the UK and/or any member state of the European Union; (b) any equivalent legislation, or legislation dealing with the same subject matter; each as applicable to a party and each as amended, consolidated or replaced from time to time.

“**Data Subject**” has the meaning given to it in the GDPR.

“**GDPR**” means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

“**Personal Data**” has, for the purposes of this EMEA Privacy Rider only, the meaning given to it in the GDPR and that are Processed under, or in connection with the provision of the Services.

“**Personal Data Breach**” has the meaning given to it in the GDPR.

“**Personnel**” means any current, former or prospective employee, consultant, temporary worker, agency worker, intern, other non-permanent employee, contractor, secondee or other personnel.

“**Process**”, “**Processing**” or “**Processed**” each have the meanings given to them in the GDPR. “**Processor**” has the meaning given to it in the GDPR.

“**Subprocessor**” means any party engaged by Supplier to Process Personal Data.

2. Roles of the Parties. The parties agree that, for purposes of Data Protection Laws, JPMC shall be the Controller of Personal Data and Supplier shall be the Processor of Personal Data.

3. Limitations on Use. Supplier will process Personal Data, including with regard to any transfers of Personal Data, only on JPMC’s behalf and solely to provide services to JPMC pursuant to the T&Cs, and in accordance with JPMC’s documented instructions, whether in written or electronic form. The duration of the processing will be the same as the duration of the Ordering Form. The subject-matter, nature and purpose of the processing, categories of Personal Data Processed, and categories of Data Subjects are described in the Ordering Form. If at any point, Supplier becomes unable to comply with JPMC’s instructions regarding the Processing of Personal Data (whether as a result of a change in Applicable Laws, or a change in JPMC’s instructions or it identifies that the instructions infringe Applicable Laws), Supplier shall notify JPMC of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by Applicable Laws.

4. Records. Supplier will create and maintain records of its Processing activities, in relation to Personal Data, and disclose such records to JPMC, or any Data Protection Authority, promptly upon demand.

5. Confidentiality. Supplier will hold Personal Data in strict confidence and impose confidentiality obligations on Personnel who will be provided access to, or will otherwise Process, Personal Data or ensure they are under an appropriate statutory obligation of confidentiality.

6. Security. Supplier will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to Personal Data that includes: the encryption of Personal Data; the ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services; the ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

7. Subcontracting. Supplier will not disclose or transfer Personal Data to, or allow access to Personal Data for Processing (“**Disclosure**”) by, any third party (including affiliates and Subprocessors) without the express prior written consent of JPMC, and always subject to Section 12. If JPMC provides such authorisation to Supplier’s Disclosure to a third party, Supplier will, prior to any such Disclosure, enter into a binding agreement with the third party that is at least as

restrictive as these T&Cs, including this EMEA Privacy Rider. Supplier will be liable for all actions by such third parties with respect to the Disclosure and Processing.

8. Security Incident. Supplier will notify JPMC in writing immediately whenever Supplier reasonably believes that there has been a Personal Data Breach. Such notice will describe the nature of the Personal Data Breach, provide name and contact details for Supplier contact where more information can be obtained, describe the likely consequences of the Personal Data Breach; and describe measures taken or proposed to be taken by Supplier to address the Personal Data Breach. After providing notice, Supplier will investigate the Personal Data Breach, take all necessary steps to eliminate or contain the exposure of Personal Data, and keep JPMC informed of the status of the Personal Data Breach and all related matters. Supplier further agrees to provide reasonable assistance and cooperation requested by JPMC and/or JPMC's designated representatives, in the furtherance of any correction or remediation of any Personal Breach Data and/or the mitigation of any potential damage, including any notification that JPMC may determine appropriate to send to affected individuals, regulators, or third parties.
9. Return or Disposal. In accordance with JPMC's instructions on termination of the Ordering Form, Supplier will return or destroy all Personal Data in Supplier's possession, power, or control, except as otherwise required by law applicable to such Personal Data. If Supplier has such a legal obligation to retain Personal Data beyond the period otherwise specified by this Section, Supplier will notify JPMC in writing of that obligation, to the extent permitted by Applicable Laws, and will return or destroy the Personal Data in accordance with this Section as soon as possible after that legally required retention period has ended.
10. Audit. Supplier will make available to JPMC all information necessary to demonstrate compliance with the T&Cs and allow for and contribute to audits, including inspections, conducted by the internal and external auditors and personnel of JPMC and regulators. In addition, when Supplier is responding to a JPMC-mandated audit or request for information, Supplier will inform JPMC if Supplier believes that any instructions of JPMC regarding the processing of Personal Data would violate Applicable Laws.
11. Supplier Assistance. Supplier will provide relevant information and assistance requested by JPMC to demonstrate Supplier's compliance with its obligations under the T&Cs and assist JPMC in meeting its obligations under Data Protection Laws regarding: (i) registration and notification; (ii) accountability; (iii) ensuring the security of the Personal Data; (iv) responding to individuals' requests for access, correction, objection, erasure, and data portability; and (iv) carrying out privacy and Data Protection Impact Assessments and related consultations with Data Protection Authorities.
12. Transfers. Supplier shall not transfer any Personal Data outside of: (i) (if Supplier receives the Personal Data in the UK) the UK; or (ii) (if Supplier receives the Personal Data in the European Economic Area) the European Economic Area.



## Germany Rider

The following terms amend (and to the extent of any conflict, override) the terms above (including the provisions of the EMEA Rider and the EMEA Privacy Rider which shall also be applicable to Germany) and apply to purchases made from a Germany based supplier.<sup>1,2</sup>

1. Supplier's Representations and Warranties. The terms contained herein shall not apply to any person if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of (i) any provision of Council Regulation (EC) No 2271/1996 or (ii) Section 7 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*, AWV).

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<sup>1</sup> UK choice of law: In case a German based supplier refers to its own terms and conditions when accepting an order by JPMSE or rendering services or delivering goods to JPMSE these terms and conditions will highly likely (i) comprise a choice of law clause and (ii) this clause will refer to German law. As JPMSE would opt for UK law as per section 8 of the EMEA rider of the PO terms and conditions this would lead to conflicting choice of law clauses. According to the prevailing opinion in German legal literature and jurisdiction in this case both clauses are viewed to not be validly incorporated into the agreement and, the parties are considered to not have made a choice of law at all. However, despite this lack of agreement as regards the choice of law this does not lead to the contract in itself not being effectively concluded. Instead, according to Article 4 (1) Rome I, objective law shall apply to the contract. The governing law would therefore in most cases depend on the type of contract. For the main types of contract as listed inter alia in Article 4 (1) (a) (*sale of goods*), (b) (*provision of services*), (c) (*franchise contracts*) and (f) (*distribution contracts*) Rome I as well as Art 7 (2) Rome I (*insurance contracts*), the country where the supplier is domiciled is regarded as the point of reference for determining the governing objective law. With a German based supplier, this would in most cases then be German law.

<sup>2</sup> Protective clause (*Abwehrklausel*): JPMSE's terms and conditions stipulate that any contradicting terms and conditions of the supplier shall be null and void. Similar provisions can be found in various places throughout the documentation such as in section *Additional Software Terms and Conditions*: "*Any terms and conditions that are provided by the Supplier or accompany the Software ...are null and void.*" and section 3. *Other Agreements*: "*...any additional or different terms or conditions ...are null and void...*" of JPMSE's terms and conditions as well as in the purchase ordering form where the following clause is included: "*Any terms and conditions on the Supplier's invoice are null and void.*" Such protective clauses are not uncommon and would under German law be interpreted as a comprehensive clause such that it is JPMSE's intent that none of the supplier's terms and conditions shall be applicable and not only those which contradict or are supplemental to JPMSE's own terms and conditions. The supplier however might still refer to its own terms and conditions which might even also include a protective clause. Again, one could view this as a lack of full agreement on all provisions of the contract between the parties. This would result in the contract not being concluded at all, which however, would presumably not be in the interest of the parties. The contract is therefore deemed to be concluded nonetheless under German law, especially if the contract is being fulfilled by the parties. (see Footnote above) As to what specific provisions apply to the contract it has to be distinguished between (i) those provisions of the respective terms and conditions which are consistent with each other and (ii) those which contradict each other. Consistent provisions shall be applicable to the contract, even if the parties are not aware of the consistency or are not of the view that the provisions are consistent. Whether provisions are consistent shall not be determined based on the explicit wording of the respective provisions but rather based on their rationale as well as the parties' common interest. Example of consistent provisions: Both terms and conditions provide for identical termination rights for both parties. Where conflicting provisions of the terms and conditions contradict each other, neither one of the respective provisions will be applicable but instead replaced by German statutory law. Example of conflicting provisions: Each of the terms and conditions provide for a unilateral termination right for that party only which is making use of its own terms and conditions. Given that terms and conditions used within different industries can vary widely the consistency or conflict of provisions with JPMSE's own terms and conditions would need to be assessed individually for each contract.