



DTCC On-Site Terms and Conditions

1. **Personnel.** Seller will provide qualified personnel (the "**Personnel**") to the extent necessary for Seller to perform the Services (the "**Services**") on the Buyer's premises (the "**Site**") specified in this Agreement ("**Agreement**" means the provisions of these On-Site Terms and Conditions, any applicable order, statement of work, or binding quote, and the provisions of the mutually executed document directly or indirectly incorporating these On-Site Terms and Conditions). All Personnel shall strictly abide by Buyer's code of conduct and all security, safety, insurance, non-discrimination, anti-harassment and other standard policies, procedures and requirements while at the Site (the "**Rules**"). Buyer will make such Rules available to Seller from time to time upon request. Without limitation of the requirements set forth in the Rules, Seller shall limit its access to the Site to that which is required to perform the Services, and shall use the Buyer networks and/or other property it is given access to (the "**Buyer Property**") solely as necessary to perform the Services. Seller shall be liable for all use of photo ID badges and other access credentials issued to its Personnel. Immediately upon completion of the Services or any earlier replacement or removal of Personnel from the Buyer account, Seller will return the photo ID badge and other access credentials of such Personnel to Buyer. Notwithstanding anything to the contrary herein, Buyer will at all times have the right to limit Seller's access to the Site and the Buyer Property.
2. **Permits and Licenses.** Seller shall be responsible for obtaining all permits and licenses necessary for Seller to perform the Services at the Site. Seller shall be responsible for paying all associated costs and fees to comply with any laws, rules, regulations, or ordinances of any federal, state or local authority, or any agency thereof.
3. **Right of Access.** Buyer shall provide reasonable access to the Site and Buyer Property during Buyer's normal business hours for Seller to perform the Services.
4. **Preparation and Protection of Seller Property.** Buyer shall be responsible for installation of any safety measures to protect Seller's property ("**Seller Property**") while at the Site. Seller shall be responsible for any loss or damage to Seller Property while at the Site. BUYER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO SELLER PROPERTY WHILE AT THE SITE.
5. **Confidentiality.**
 - (a) Seller acknowledges that in performing the Services, Seller may acquire confidential or proprietary information of the Buyer, including, but not limited to: (i) information concerning Buyer's business, policies or practices, finances, and operations; (ii) information concerning Buyer's location/site and location/site of facilities (including the ownership thereof), and its and their layouts, descriptions, diagrams, architectural plans, access, the proposed or actual activities and operations conducted at any of the facilities (including; without limitation, security operations), and the identity of the users of any of the facilities, as well as information received from third parties that Buyer is obligated to treat as confidential (so long as Seller is aware of or should reasonably be aware of such third party obligations); (iii) patents, copyrights, trade secrets, and other intellectual property rights owned by Buyer or licensed by Buyer from third parties; and (iv) other non-public information concerning third parties, (collectively, the "**Confidential Information**").
 - (b) Seller agrees: (i) that it will use the Confidential Information for solely for the purpose of performing the Services; (ii) to hold the Confidential Information in confidence, exercising no less care in maintaining the security thereof than it does or would with respect to its own confidential and proprietary information, and will not duplicate, use, disclose, distribute, transmit, reverse engineer, decompile, disassemble or transfer, directly or indirectly, in any form or for any purpose, the Confidential Information to anyone, without Buyer's express prior written consent; (iii) that only those Personnel or Representatives having a "need-to-know" solely in connection with this Agreement and the provisions of the Services hereunder, who are under contractual obligations of confidentiality consistent with and at least equivalent to those assumed by Seller hereunder, and who will hold such information in strict confidence, shall have access to the Confidential Information; and (iv) that disclosure of the Confidential Information does not confer upon Seller any license, interest, or rights of any kind in or to such information. Upon the completion of the Services and upon termination or expiration of this Agreement, Seller shall return, or at the Buyer's request destroy, all Confidential Information then in its possession which is in written, graphic or other tangible form, and shall provide Buyer with a written statement certifying that all such material has so been returned and/or destroyed. Seller agrees to be responsible for any breach of this Agreement by its Personnel or Representatives.



- (c) Notwithstanding the foregoing, but subject to Section 5(d) below, the obligation of confidentiality and nondisclosure shall not apply to information that: (i) is now or subsequently becomes generally available to the public other than as a result of a disclosure by Seller, or its , Representatives or Personnel; (ii) is independently developed by Seller without the use of any Confidential Information provided by Buyer; (iii) Seller rightfully obtained or obtains from a third party who has the right, without obligation to Buyer, to transfer or disclose such information; or (iv) is released or approved for release Buyer without restriction.
- (d) Notwithstanding Section 5(c)(i), (ii) and (iii), in order to maintain the security of the Buyer's facilities, Seller shall not disclose, and shall maintain at all times as Confidential Information, any and all information relating to the Buyer's facilities, facility locations, the floor plans of any of its facilities, the proposed or actual activities or operations conducted at any of the facilities (including; without limitation, access and security operations) , the identity of the users of any of the facilities, mechanical layout, and utility configuration and usage at such facilities, provided, however, if such disclosure (or the disclosure of any other Confidential Information) is compelled pursuant to legal or regulatory process, then Seller shall, unless legally prohibited from doing so, provide the Buyer with prompt written notice thereof and shall cooperate with Buyer to obtain any applicable court protective order or equivalent protection.
- (e) Notwithstanding any other provision of this Agreement, to the extent Personal Information (as defined below) is, either intentionally or unintentionally, disclosed to or obtained by Seller in connection with the matters contemplated by this Agreement, Seller covenants to keep such Personal Information confidential and shall use and process such Personal Information solely for the purposes of performing the services as expressly set forth in this Agreement or as otherwise expressly directed in writing by Buyer and not for any other purposes. Seller shall: (i) use and process Personal Information in accordance with applicable privacy and data security laws For purposes of the Agreement, "Personal Information" is defined as any personally identifiable information relating to an individual, whether the person could be identified solely by the information provided or could be identified with the information in combination with other reasonably available data, and any information that may be used to track, locate or identify such individuals and includes (without limitation) IP addresses, location or device identifiers, browser cookies, and any personally identifying information that is explicitly defined as a regulated category of data under applicable privacy and data security Laws.
6. **Indemnification.** Seller hereby indemnifies Buyer and holds it harmless from and against any and all claims, actions, suits, losses, damages, judgments, costs, charges, payments, expenses, penalties and liabilities whatsoever (including attorneys' fees and costs) (each, a "**Loss**") as the result of: (i) any claim of patent, copyright, trade secret or other intellectual property right infringement asserted against Buyer at law or in equity in connection with Seller's performance under this Agreement; (ii) breach by Seller of any of its warranties hereunder; (iii) any claim, ruling, or determination that any Personnel or Representative is an employee of Buyer; (iv) any co-employment claims; and (v) any claim asserted against Buyer at law or in equity by any person on account of damage (including, but not limited to computer viruses and destruction of media) to intangible and tangible property, including but not limited to the intangible or tangible property of the party being held harmless, or on account of injuries to or death of any and all persons, which arise out of or in connection with Seller's performance under this Agreement, but only to the extent that such Loss is caused by a willful or negligent act or omission of Seller.
7. **Insurance.** Seller shall, at its sole expense, maintain in full force and effect during its performance under this Agreement the insurance coverages set forth below. Seller shall cause Buyer to be named as an additional insured under the policy described in (ii) below for damages arising from Seller's performance under this Agreement as their interests may appear, and prior to the arrival of Seller's Personnel on Buyer's premises, Seller shall provide to Buyer certificates of insurance evidencing that the insurance policies described below are in effect, including an undertaking by the underwriter(s) or insurance company(s) to provide to Buyer at least ten (10) days prior written notice of any proposed cancellation or expiration thereof. The required insurance coverages are: (i) all necessary insurance for the Personnel, including but not limited to workers' compensation, disability, and unemployment insurance required by statute; (ii) a comprehensive general liability insurance policy with a minimum limit of liability of one million dollars (\$1,000,000) total loss coverage per occurrence, including contractual liability coverage and products and completed operations coverage.



8. **Limitation of Liability.** EXCEPT AS PROVIDED IN THE INDEMNIFICATION SECTION OR FOR A BREACH OF CONFIDENTIALITY, OR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (THE "EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST DATA, LOST REVENUE, LOST PROFITS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR THE PROVISION OF ANY SERVICES. FURTHER, EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER (WHETHER ARISING IN CONTRACT OR TORT) EXCEED THE AMOUNTS PAID OR PAYABLE BY BUYER TO SELLER UNDER THIS AGREEMENT, OR TO THE EXTENT SUCH DAMAGES RELATE TO A PARTICULAR WORK ORDER, IN EXCESS OF AMOUNTS PAID OR PAYABLE TO SELLER UNDER THAT WORK ORDER.
9. **Expense Reimbursement.** Any expense reimbursement by Buyer, as may be permitted in the Agreement, shall not exceed ten percent (10%) of the value of the applicable Order and shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by Seller Personnel for travel, lodging, and their associated meals in its or their performance hereunder, provided that: (i) Buyer has given its prior written consent for any such expenses as to the purpose, timeframe and estimated total; (ii) the expenses have been detailed on a form acceptable to Buyer and submitted to the appropriate Buyer project manager for review and approval; and (iii) Seller submits reasonable supporting documentation (such as a breakdowns by person, date, type, and amount) and reasonable proof of the expenses (such as receipts or their equivalent). It is understood that Buyer shall not reimburse for commutation expenses under any circumstances or for travel and living expenses incurred by any Personnel in performing services at a location in the same metropolitan area as that of the person's home base. It is also understood that any air transportation reimbursable hereunder shall be coach-economy and that entertainment by or on behalf of Seller shall be at no cost to Buyer. This Section 9 shall not apply to any materials, supplies, charges and fees as such may be explicitly set forth in the Agreement.
10. **Notices.** All notices under the Agreement shall be in writing (unless otherwise specifically provided herein) and shall be hand delivered, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, postage prepaid to the party receiving such notice or communication at the address specified below:

If to Seller:

Attention:

If to Buyer:

The Depository Trust & Clearing Corporation
570 Washington Blvd
Jersey City, New Jersey 07310
Attention: General Counsel
Email: GCOCONTRACTNOTICES@DTCC.COM

or such other address or addressee as either party may from time to time designate to the other party by written notice. The parties may conduct day-to-day communications with each other in any manner that is mutually acceptable to them. A notice is deemed given: (i) if delivered personally, upon delivery at the address provided for in this clause; (ii) if sent by overnight courier service, on the next business day after posting it; (iii) if sent by certified or registered mail, on the third business day after posting it; or (iv) if sent by email or fax, with receipt confirmed (i) at or prior to 4:00 pm local time of the recipient on a business day, on that business day or (ii) later than 4:00 pm local time of the recipient, on the next succeeding business day.

For actual or suspected misuse of Buyer Confidential Information, email must be sent to TVA@DTCC.COM.



11. Commitment to Sustainability.

- (a) DTCC is committed to reducing its environmental impact and energy consumption. As an occupier of office spaces and data centers across the globe, we actively strive to reduce energy use and consumption as well as protecting and preserving the environment. To help us towards this commitment, DTCC has pursued, and received, ISO 14001:2015 and ISO 50001:2018 certifications from TUV Rheinland of North America. These ISO standards provide a framework for managing environmental and energy systems, respectively. ISO 50001:2018 is the global energy management systems standard that specifies requirements for establishing, implementing, maintaining, and improving an energy management system. ISO 14001:2015 is the global environmental management systems standard that maps out the framework that an organization should follow to develop an effective environmental management system. These certifications are issued based on DTCC's demonstrated commitment to preserving the environment and conserving energy.
- (b) The following DTCC sites are ISO 14001:2015 and ISO 50001:2018 certified with TUV Rheinland of North America: Brooklyn, Chennai, Dallas - Beltline, Dallas - Crestside, Jersey City, London, Manila, Tampa - Bermuda Green, Wrexham.
- (c) We believe that it's not only the right thing to do, but it is the best way to unleash creativity, foster innovation, and drive value. Our commitment to **Sustainability** is also about **reducing our impact on the environment**. As a Seller to DTCC, you can impact our performance, therefore we request that you follow postings in the facility and are cognizant of how you can impact the environment and energy consumption while visiting.

12. General Provisions.

- (a) **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof. Such provision and the remainder of this Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the remaining provisions hereof.
- (b) **Publicity.** Seller agrees that it will not, without the prior written consent of DTCC in each instance: (i) use in advertising, publicity or otherwise the name of Buyer, any direct or indirect parent company(ies) of Buyer, or its or their affiliates and direct or indirect affiliates (each a "Related Company"), or any partner or employee of a Related Company; or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by a Related Company, or (ii) represent, directly or indirectly, that any product or any service provided by Seller has been approved or endorsed by a Related Company.
- (c) **No Subcontracting.** Seller may not use any subcontractors without the prior written permission of Buyer. Use of any subcontractors or any other agents shall not release Seller from any of its obligations hereunder. Seller will remain responsible for the services performed by subcontractors or agents to the same extent as if the services were performed by Seller, and such subcontractors and agents and their personnel shall be treated as Personnel for the purposes of the Agreement.
- (d) **Survival.** Provisions of this Agreement which by their nature and context are intended to survive the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.
- (e) **Waiver.** Failure to insist on strict performance of any of these terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by Buyer of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.
- (f) **Relationship.** No joint venture, partnership, employment, or agency relationship exists between Buyer and Seller as a result of these Terms.
- (g) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements between them respecting such subject matter. This Agreement may be amended and supplemented only by a written instrument duly executed by both parties.