

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions of purchase of goods and services by Nomura Bank (Luxembourg) S.A. (NBL) from a Supplier (the **Conditions**).

1.1 Definitions:

Applicable Law: the laws of Luxembourg and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods or the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in Luxembourg, when banks are open for business in Luxembourg.

Charges: the charges payable by NBL for the supply of the Goods or the Services in accordance with clause 7 (Charges and payment).

Conditions: these terms and conditions as amended from time to time by NBL.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives in connection with the Contract, including but not limited to:

- (a) the existence and terms of the Contract;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, of the disclosing party or of any member of the group of companies to which the disclosing party belongs; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party or of any member of the group of companies to which the disclosing party belongs; and
- (c) any information developed by the parties in the course of carrying out the Contract.

However does not constitute Confidential Information any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of the clause 16.3 (Confidentiality));
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; and
- (d) the parties agree in writing is not confidential or may be disclosed.

Contract: any relevant contract between, the customer NBL and the Supplier for the supply of Goods and / or Services, as applicable, in accordance with these Conditions.

Customer: means NBL, a credit institution established as a public limited company (*société anonyme*) under the law of Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Company Register (RCS) with number B-32921 and whose registered office is at Bâtiment A, 33, rue de Gasperich, L-5826 Hesperange, Grand Duchy of Luxembourg.

Customer Materials: has the meaning set out in clause 3.3(j).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: is the date as indicated in the relevant documentation for the purchase of goods or if none is specified, within 15 days of the date of the relevant purchase order.

Force Majeure Event: any cause affecting, preventing or hindering the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including but not limited to acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial

dispute relating to the Supplier, the Supplier's personnel or any other failure in the Supplier's supply chain.

GDPR: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Goods: the goods (or any part of them) set out in the relevant order form.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: NBL's order for the supply of Goods or Services, as set out in NBL's purchase order form and as submitted by NBL in accordance with Schedule 1, or in NBL's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Regulatory Body: any government department and regulatory, statutory and any other entity, committee and body which, whether under statute, rules, regulations, code of practice or otherwise, is entitled by any Applicable Law to supervise, regulate, investigate or influence the matters dealt with in this agreement or any other affairs of NBL.

Representatives means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers.

Services: the services, including any Deliverables, to be provided by the Supplier to NBL under the Contract.

Supplier: the company or entity from whom NBL purchases the Goods and / or the Services, as applicable.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 In case of any conflicting provisions between these Conditions and the Contract, the specific terms of the Contract shall prevail.

3. SUPPLY OF SERVICES AND GOODS

3.1 The Supplier shall provide the Services and the Goods to NBL in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services and the Goods specified in the Contract or that NBL notifies to the Supplier and time is of the essence in relation to any of those performance dates.

3.3 In providing the Services, the Supplier shall:

(a) co-operate with NBL in all matters relating to the Services, and comply with all instructions of NBL, if applicable

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(d) ensure that the Services and Deliverables will conform with all descriptions, standards and specifications set out in the relevant Contract, and that the Deliverables shall be fit for any purpose that NBL expressly or impliedly makes known to the Supplier;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to NBL, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

(h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of NBL's premises;

(j) hold all materials, equipment and tools, drawings, specifications and data supplied by NBL to the Supplier in safe custody at its own risk, maintain the Customer Materials in good condition until returned to NBL, and not dispose or use the Customer Materials other than in accordance with NBL's written instructions or authorisation; and

(k) not do or omit to do anything which may cause NBL to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that NBL may rely or act on the Services.

3.4 In case of supply of Goods, the Goods shall:

(a) be free from any apparent and hidden defects and shall remain so for 2 years after delivery;

(b) correspond with their description as stated under any applicable Contract;

(c) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by NBL expressly or by implication, and in this respect NBL relies on the Supplier's skill and judgement;

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.6 NBL may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.7 If following such inspection or testing NBL considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.4, NBL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.8 NBL may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

(a) on the Delivery Date;

(b) at the Delivery Location; and

(c) during the Customer's normal business hours, or as instructed by the Customer.

4.3 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in Clause 5 (Customer remedies).

4.4 Title and risk in the Goods shall pass to NBL after NBL approves the Goods or after NBL has inspected them or started to use them, or if NBL does not reject the Goods during thirty (30) calendar days after delivery.

5. CUSTOMER REMEDIES

AVAILABLE REMEDIES TO CUSTOMER IN CASE OF SUPPLY OF SERVICES

5.1 If the Supplier fails to perform the Services by the applicable dates, NBL shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by NBL in obtaining substitute services from a third party;

(d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and

(e) to claim damages for any additional costs, loss or expenses incurred by NBL which are in any way attributable to the Supplier's failure to meet such dates.

5.2 If the Supplier has supplied Services that do not comply with the requirements of clause 3.3(d) then, without limiting or affecting other rights or remedies available to it, NBL shall have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

(d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by NBL in obtaining substitute services or deliverables from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by NBL arising from the Supplier's failure to comply with clause 3.3(d).

AVAILABLE REMEDIES TO CUSTOMER IN CASE OF SUPPLY OF GOODS

5.3 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 3.4, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, NBL may exercise any one or more of the following rights and remedies:

(a) to terminate the Contract;

(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

RULES APPLICABLE TO BOTH SUPPLY OF SERVICES AND GOODS

5.4 The Customer's rights under the Contract are in addition to its rights and remedies as stated under Applicable Law.

6. NBL'S OBLIGATIONS

NBL shall:

(a) provide the Supplier with reasonable access at reasonable times to NBL's premises for the purpose of providing the Services if such provision of Services requires so; and

(b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

7. CHARGES AND PAYMENT

7.1 The Charges for the Services or the Goods shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services or the provision of the Goods. Unless otherwise agreed in writing by NBL, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services or the provision of the Goods.

7.2 The Supplier shall invoice NBL on completion of the Services or the delivery of the Goods. Each invoice shall include such supporting information required by NBL to verify the accuracy of the invoice, including the relevant purchase order number.

7.3 In consideration of the supply of the Services or the Goods by the Supplier, NBL shall pay the invoiced amounts within 90 days of the date of a correctly rendered

invoice to a bank account nominated in writing by the Supplier.

7.4 All amounts payable by NBL under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to NBL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or the Goods at the same time as payment is due for the supply of the Services or the Goods.

7.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow NBL to inspect such records at all reasonable times on request.

7.6 NBL may at any time, without notice to the Supplier, set off any liability of the Supplier to NBL against any liability of NBL to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by NBL of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services or the Goods shall be owned by NBL, unless otherwise provided in the Agreement.

8.2 All Customer Materials are the exclusive property of NBL.

9. INDEMNITY

9.1 The Supplier shall indemnify NBL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by NBL arising out of or in connection with:

- (a) any claim brought against NBL for actual or alleged infringement of a third party's intellectual property rights (IPR Claim) arising out of, or in connection with, the receipt, use or supply of the Services or the Goods; and
- (b) any claim made against NBL by a third party arising out of, or in connection with, the supply of the Services or the Goods.

9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and upon consultation with NBL, either:

- (a) procure for NBL the right to continue using the part of the Goods or works from Services which are subject to the IPR Claim;
- (b) or replace or modify, or procure the replacement or modification of, such Goods or works from Services, provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any NBL's systems;
 - (iii) there is no additional cost to NBL; and
- (c) the terms of the Contract apply to the replaced or modified Goods or Services.

9.3 If the Supplier elects to modify or replace an item pursuant to Clause 9.2(b) or to procure a licence in accordance with Clause 9.2(a), but this has not avoided or resolved the IPR Claim, then the Customer may terminate this agreement by written notice with immediate effect.

9.4 This clause 9 shall survive termination of the Contract.

10. DATA PROTECTION

10.1 For the purposes of this Clause 10, the terms "Data Controller", "Data Processor", "Personal Data", "Process" and "Special Categories of Personal Data" shall have the meanings given to them in the General Data Protection Regulation 2016/679 and all other legislation applicable to NBL in relation to the Processing of Personal Data and as amended or replaced from time to time ("Applicable Data Protection Legislation").

10.2 The parties acknowledge that in order to provide the Services, NBL may provide to the Supplier Personal Data relating to the staff of NBL and its affiliates.

10.3 In relation to all Personal Data provided by NBL to the Supplier, the Supplier is a Data Controller of that Personal Data for the purpose of the provision of the Services and the following shall apply;

(a) each of NBL and the Supplier shall ensure that its processing of the Personal Data shared between them is conducted in accordance with the full requirements of the Applicable Data Protection Legislation, and in particular with the principles of transparency, fairness and lawfulness and that it processes shared personal data on the basis of the legal bases as specified in the Applicable Data Protection Legislation and that it shall not further process the shared Personal Data in any way that is incompatible with the legitimate purposes pursuant to this arrangement;

(b) if the Supplier is based outside the European Economic Area, the Supplier shall enter into such further agreements (including for the avoidance of doubt, the standard contractual clauses or other clauses as specified by the European Commission or other appropriate regulator from time to time) as may be required by NBL in order to comply with the international data transfer requirements of the Applicable Data Protection Legislation. For the avoidance of doubt, such clauses shall be deemed to apply with effect from the first day on which the relevant Personal Data is transferred to the Supplier; and

(c) the Supplier shall notify NBL of any suspected or actual personal data breach immediately related to the shared Personal Data and in any event within 24 hours of identification of any suspected or actual personal data breach.

11. INSURANCE

During the term of the Contract and for a period of five (5) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance (in case of supply of Goods) and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on NBL's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. SUBCONTRACTING

12.1 The Supplier may not subcontract all or part of the Contract without the prior written consent of NBL.

12.2 The Supplier shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by the subcontractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation on the Supplier to procure that its employees, staff and agents and subcontractors' employees, staff and agents also do, or refrain from doing, such act or thing.

13. TERMINATION

13.1 Without limiting or affecting any other right or remedy available to it, NBL may terminate the Contract:

(a) with immediate effect by giving written notice to the Supplier if:

(i) NBL identifies impediments capable of altering the performance of the Contract;

(ii) there are material changes affecting the Contract or the Supplier;

(iii) there are weaknesses regarding the management and security of confidential, personal or otherwise sensitive data or information;

(iv) there is a change of control of the Supplier; or

(v) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(vi) the Supplier commits a breach of clause 3.3(h),

(b) for any reason at any time, in whole or in part, by giving not less than 30 calendar days prior written notice to the Supplier;

The Supplier may terminate the Contract by giving not less than 60 calendar days prior written to NBL.

13.2 Either party may terminate the Contract immediately by giving the other party prior written notice if:

(a) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court, unless for the purpose of a solvent restructuring, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract for any reason by NBL, the Supplier shall immediately deliver to NBL all Deliverables whether or not then complete, and return all NBL Materials. If the Supplier fails to do so, then NBL may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

14.2 Following the service of a termination notice for any reason, the Supplier shall continue to provide or procure the provision of the Services to the required service levels, and shall ensure that there is no degradation in the standards of the Services until the Services have been transferred to NBL or a replacement supplier.

14.3 On the termination date, the Supplier shall repay to NBL any amount which it may have been paid in advance in respect of Services not provided or procured by the Supplier as at the termination date.

14.4 In the event of the termination or expiry of this agreement the Supplier shall co-operate with NBL and/or the replacement supplier to facilitate the smooth migration of the Services from the Supplier to NBL or the replacement supplier.

14.5 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15. AUDIT RIGHTS

15.1 The Supplier shall allow NBL and any auditors of or other advisers to NBL to access any of the Supplier's Premises, personnel and relevant records as may be reasonably required in order to: (a) fulfil any legally enforceable request by any Regulatory Body; or (b) undertake verification that the Services are being provided and all obligations of the Supplier are being performed in accordance with the Supplier's contractual obligations.

15.2 NBL will use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services by the

Supplier and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.

15.3 Subject to the NBL's obligations of confidentiality, the Supplier shall provide NBL (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

15.4 NBL will provide reasonable advance notice of its intention to conduct an audit unless such audit is required because of an emergency situation or because NBL reasonably considers that prior notice would be detrimental to the purpose of the contemplated audit, in which event no notice shall be required.

15.5 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 15 (Audit) unless the audit identifies a default by the Supplier or is required by a Regulatory Body, in which case the Supplier shall reimburse the Customer for all its reasonable costs incurred in the course of the audit.

16. GENERAL PROVISIONS

16.1 Force majeure.

(a) Neither party to this agreement shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such delay or non-performance is due to a Force Majeure Event. In the event that either party is delayed or prevented from or hindered in performing its obligations under this agreement by a Force Majeure Event, such party shall:

(b) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause of the delay or prevention and its estimated duration;

(c) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and

(d) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

(e) A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

(f) The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable service provider should have foreseen and provided for the cause in question.

(g) If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 5 days' written notice to the affected party.

16.2 Assignment and other dealings.

(a) NBL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of NBL.

16.3 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

(d) On termination the Contract, each party shall:

(i) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

(ii) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

(iii) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 13 (Termination).

16.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.5 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

16.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 16.7, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

16.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing,

and shall be delivered by hand, or by registered mail, at its registered office (if a company) or its principal place of business (in any other case).

(b) A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by registered mail at 9.00 am on the second Business Day after posting; or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.8(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause 16.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.9 Communication and objections to the General Terms and Conditions

Communication of the GTCs by the Bank to the Client may be effected by any means including by directing the Client to a web page or website where the GTCs are available.

16.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Luxembourg.

16.11 Jurisdiction. Each party irrevocably agrees that the courts of Luxembourg shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 PURCHASE ORDER FORM