

BLACKROCK PURCHASE ORDER TERMS AND CONDITIONS

The Purchase Order and the following terms and conditions (“**Terms and Conditions**”) together form the agreement made between BlackRock and the Supplier for the Goods or Services described on the Purchase Order (the “**Agreement**”). If there is a conflict between the Purchase Order and these Terms and Conditions, these Terms and Conditions shall prevail unless otherwise specified in writing on the Purchase Order.

1. DEFINITIONS

“**Acceptance**” “**Accepted**” or “**Accept**” means BlackRock’s written acknowledgement that the applicable Goods and/or Services meet BlackRock’s reasonable satisfaction that the Goods and Services comply with the Documentation in all material respects.

“**Affiliate**” means an entity now or hereafter Controlled by, Controlling, or under common Control with a party.

“**Agreement**” means the Purchase Order and these Terms and Conditions.

“**BlackRock**” means BlackRock, Inc. and/or its Affiliates named in the Purchase Order.

“**BlackRock Materials**” means all materials created and developed for or on behalf of BlackRock under this Agreement, including drawings, specifications, and tools furnished or paid for by BlackRock.

“**Confidential Information**” means all information of a confidential nature disclosed by a Party either directly or indirectly through any person associated with such Party, to the other Party which concerns the business, operations, customers, strategies or pricing of the disclosing Party, including the terms and conditions of this Agreement, but shall not include the exceptions set forth in Section 12.2 below.

“**Control**”, “**Controlling**” or “**Controlled**” or any derivative thereof means that an entity owns or controls directly or indirectly 50% or more of the equity representing the right to vote for the election of directors or other managing authority of another entity or where an entity otherwise possesses the power to direct or cause the direction of the management and policies of another entity.

“**Defective Goods**” are Goods not Accepted by BlackRock.

“**Delivery Address**” means the address(es) for delivery of the Goods and/or Services set out on the Purchase Order.

“**Delivery Date**” means the date(s) for delivery of the Goods and/or Services set out on the Purchase Order.

“**Documentation**” means all operating manuals, user instructions and technical literature that BlackRock may require to make full and uninhibited use of, and to fully understand, the Goods and/or Services as applicable, including the Specifications.

“**Goods**” means the goods, including any Software described in the Purchase Order or any related Supplier Proposal or as otherwise agreed to by the Parties in writing and also includes their packaging and labeling, alterations, additions and/or improvements thereto and any related materials, component parts, data, physical media (for Software) and/or Documentation.

“**Intellectual Property Right(s)**” means all intellectual and industrial property rights, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the forgoing).

“**Party**” or “**Parties**” means BlackRock or Supplier, or both of them.

“**Price**” means the price, inclusive of a separate statement of sales, use or similar taxes of the Goods and/or Services as agreed by the parties and set out on the Purchase Order.

“**Purchase Order**” means the relevant purchase order to purchase the Goods and Services and which references these Terms and Conditions.

“**Services**” means the services, including any software or applications offered as a service, described in the Purchase Order or any related Supplier Proposal.

“**Software**” means the executable operating system software, firmware and all other software described in the Purchase Order, or used by the Supplier to perform hosted services described in the Purchase Order and all upgrades, Documentation, work-arounds, error-corrections, patches and bug fixes.

“**Specifications**” means the specifications for the Goods or Services as described in the Purchase Order, or any relate Supplier Proposal or otherwise agreed by the parties in writing.

“**Supplier**” means the supplier identified on the Purchase Order.

“**Supplier Personnel**” means Supplier’s employees, agents and sub-contractors.

“**Supplier Proposal**” means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods or Services to BlackRock, including any materials delivered in connection with a request by BlackRock.

“**Supplier Materials**” “ means all software, technology, Documentation, intellectual property and/or other material (i) created by or for Supplier or (ii) owned by a third party entity (other than BlackRock), in each case prior to or independent of this Agreement, and that are (X) provided to or made available to BlackRock or its Affiliates by or on behalf of Supplier, or (Y) incorporated into, combined with, or required for the use, operation, or exploitation of any document, information, software, data, output or other material (in whatever form), Goods or Services in accordance with this Agreement.

2. ORDERING TERMS

2.1 BlackRock orders and Supplier agrees to supply the Goods and/or Services under the terms and conditions of this Agreement.

2.2 Supplier’s Acceptance of the Purchase Order and the Agreement shall be evidenced upon the earlier of Supplier (i) signing the Purchase Order or (ii) commencing supply of the Goods and/or Services.

2.3 These Terms and Conditions shall be deemed to be incorporated into and made part of each Purchase Order. For the avoidance of doubt, the parties agree that no provision in any acknowledgement or acceptance of or response to a Purchase Order shall

form part of this Agreement unless expressly agreed by the Parties in writing.

2.4. Each Purchase Order and these Terms and Conditions shall form a distinct and separate agreement. No variation of it shall be valid unless expressly agreed by the Parties in writing.

2.5 BlackRock may withdraw, modify or cancel any Purchase Order which has not been signed by Supplier.

3. PRICE AND PAYMENT

3.1 The Price shall be as set out in the Purchase Order.

3.2 All Prices shall be quoted inclusive of (i) all taxes (including any Value Added Tax or Goods and Services Tax, withholding taxes and taxes based on the income of Supplier) and (ii) all other costs, including without limitation, costs in connection with packaging, labeling, packing, storage, shipping, carriage, insurance, custom duties, and delivery to the Delivery Address on the Delivery Date.

3.3 Supplier shall take all reasonable steps to minimize costs associated with duties, fees, tariffs or similar taxes on imports/exports of Goods.

3.4 BlackRock shall pay the Price within forty-five (45) days from the later of (i) BlackRock's receipt of an undisputed invoice, or (ii) BlackRock's Acceptance of the applicable Goods and/or Services.

3.5 Payment of the Price will not prejudice any other BlackRock rights arising under this Agreement.

3.6 All invoices must reference the appropriate BlackRock identifying SVM number or purchase order number and shall be submitted electronically to BlackRock via the Coupa Supplier Portal found here: <https://supplier.coupahost.com/> and Supplier shall comply with any other BlackRock invoicing requirements, specifications, processes, formats and delivery (electronic or otherwise). For the avoidance of doubt this will include, but not be limited to, the provision of a tax compliant invoice in pdf format.

4. DELIVERY, PERFORMANCE, TITLE AND RISK OF LOSS

4.1 Supplier shall deliver the Goods to the Delivery Address FOB Supplier by the Delivery Date and will timely perform the Services at the Delivery Address .

4.2 If Supplier fails to deliver the Goods or Services by the Delivery Date, BlackRock may (i) terminate the Purchase Order and/or (ii) obtain the Goods or Services from a third party without any liability or limiting any other right under this Agreement.

4.3 Any documentation delivered with Goods shall enable BlackRock to use the Goods safely and effectively for the purpose for which they are intended.

4.4. Supplier shall establish and maintain the following, making sure each is consistent with industry standards:

(a) Appropriate procedures and systems required to maintain records and manage the continued performance of its obligations under this Agreement;

(b) reasonable precautions to (i) safeguard, protect and prevent the loss of any BlackRock assets provided to it by BlackRock and (ii) prevent any unauthorized access to BlackRock premises or systems; and

(c) Information technology and logical access management procedures and systems for storing,

processing, safeguarding, protecting and preventing the loss of BlackRock data.

4.5 Unless otherwise expressly agreed in writing, responsibility for the Goods shall pass to BlackRock upon delivery.

5. INSPECTION AND ACCEPTANCE

5.1 All Goods shall be supplied subject to inspection and Acceptance by BlackRock (both without any obligation on BlackRock to do so). BlackRock's failure to inspect does not relieve Supplier of responsibility or liability or imply Acceptance by BlackRock.

5.2 If a Good or Service is Accepted, BlackRock shall so notify Supplier in writing. No Acceptance by BlackRock shall mean that BlackRock has varied or waived its rights under the Agreement.

5.3 If BlackRock determines that the Goods are defective, BlackRock may at its option:

(a) return the Goods to Supplier at Supplier's risk and expense, and ask for a refund of the Price;

(b) require Supplier within a reasonable time to repair or replace the Goods;

(c) claim damages resulting from Supplier's breach of the Agreement; and/or

(d) refuse to Accept any further Goods.

5.4 BlackRock may reject any Services not performed in accordance with this Agreement. If BlackRock rejects Services then BlackRock may:

(a) ask Supplier to re-perform the Services within a reasonable amount of time;

(b) hire a third party to complete the Services at Supplier's expense; and/or

(c) terminate this Agreement and ask for a refund of Price.

5.5 If after BlackRock asks Supplier to repair or replace the Goods or to re-perform the Services, Supplier has attempted to repair or replace the Goods, or re-perform the Services, and BlackRock still does not find them Acceptable, then BlackRock may, as its non-exclusive remedy, either:

(a) reject the Goods, or terminate the relevant Services, either in whole or in part and receive a complete or partial refund of the Price; and/or

(b) terminate the Purchase Order or this Agreement.

WARRANTIES 6.1 Supplier warrants and represents to BlackRock as of the Effective Date and throughout the Term of this Agreement (unless otherwise provided) that:

(a) General.

(i) Supplier has the full power, capacity and authority to enter into and perform all of its obligations under this Agreement and to make the grant of rights contained herein (if any), and Supplier's performance of this Agreement does not violate or conflict with any agreement to which Supplier is a party;

(ii) Supplier has and will obtain all necessary regulatory approvals, licenses and permits applicable to its business; and

(iii) Supplier will comply with any applicable laws, regulations, or orders of any governmental, judicial or administrative authority.

(iv) Supplier shall immediately notify BlackRock to the extent the foregoing statements in this Section 13.1

become untrue or Supplier becomes aware that Supplier has breached the law.

(b) Goods. In addition to the other warranties contained herein, Supplier warrants and represents in connection with the any Goods that:

(i) Each Good is free from defects in materials, workmanship and design, will be in good operating condition and will perform in accordance with its Documentation and Specifications at the time of Acceptance and for one year following such Acceptance;

(ii) Supplier has the right to sell the Goods to BlackRock and BlackRock will have the right to quietly and peacefully possess the Good(s);

(iii) No Goods, Services, Documentation and/or Supplier Materials, nor the use or receipt thereof by BlackRock, will constitute an infringement, misappropriation or unlawful use or disclosure of any Intellectual Property Rights or other rights of any third party;

(iv) Any Goods provided by Supplier hereunder that are intended to interact or otherwise work together as a part of a functioning system will be compatible and will properly inter-operate and work together as components of an integrated system;

(iv) Any replacement parts provided to BlackRock by Supplier in accordance with the terms of this Agreement will be new or perform like new;

(v) The Specifications and Documentation and Supplier Materials will accurately reflect the Goods;

(vi) Supplier Personnel will observe and comply with BlackRock's security procedures, rules, regulations, policies, working hours and holiday schedules, and in performing Services at a BlackRock location, Supplier personnel will minimize any disruption to BlackRock's normal business operations; and

(vii) No additional software or licenses are required for effective use of the Goods.

(c) Software. In addition to the other warranties contained herein, Supplier warrants and represents in connection with any Software that:

(i) Prior to delivery of any Software, Supplier will check all Software using a leading commercially available virus scanning software (updated to contain all the then-current virus signatures) to detect any computer code designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions to the operation of the Software or any computer system, device or network ("**Viruses**"). Supplier shall delete all Viruses detected prior to delivery of the Software to BlackRock;

(ii) The Software is compatible with and will not adversely affect the operation of any equipment or systems owned or operated by BlackRock;

(iii) The Software does not contain any Trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components; and

(iv) The Software will operate and perform on, and be compatible with the hardware on which the Software is installed and the computing environment in which the Software will be installed and operated by BlackRock.

(d) Supplier Personnel. Supplier Personnel assigned to perform services under this Agreement will be sufficiently trained and experienced and will perform the

Services and all of Supplier's obligations under this Agreement with all reasonable skill and care, in a timely and professional manner, and in accordance with the Documentation and in accordance with the best practices in the industry.

6.2 Without prejudice to any of BlackRock's other rights and remedies under this Agreement, at law or in equity, in the event that BlackRock discovers any defect which prevents, hinders or otherwise affects the use of the Software in accordance with this Agreement, then BlackRock may elect to:

(a) require Supplier to promptly correct the defect within fifteen (15) days of receiving notice, provided that Supplier shall not be under any obligation to correct the defect if it has been caused (i) by any modification to the Software not performed by or otherwise authorized in writing by Supplier, or (ii) through the incorrect use of the Software in accordance with the Documentation, or (iii) by use of the Software with other software or hardware which is incompatible with the Software and of which Supplier has previously notified BlackRock in writing;

(b) immediately terminate this Agreement, and in the event of such termination, to obtain a prompt refund of any pre-paid fees; or

(c) if Supplier is directed to correct the defect and fails to do so in the required timeframe, BlackRock may terminate this Agreement, and to obtain a prompt refund of all pre-paid fees.

6.3 THE PARTIES AGREE THAT THERE ARE NO OTHER WARRANTIES BY EITHER PARTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 Transfer of Manufacturer Warranties. Where the Goods or any part of them are manufactured or developed by a third party, in addition to performing Supplier's obligations in this Agreement, Supplier shall assign to BlackRock (a) the benefit of any guarantee, condition, and/or warranty granted by the third party in relation to such Goods and (b) any servicing or maintenance agreement that Supplier received from such third party in respect of such Goods or Services.

7. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

7.1 All Intellectual Property Rights in BlackRock Materials shall belong to BlackRock and shall vest in BlackRock unconditionally and immediately on creation of such Intellectual Property Rights. Supplier agrees to transfer to BlackRock, with full title guarantee, all right title and interest in and to these Intellectual Property Rights, in full, without any limitation and/or encumbrance, so that BlackRock shall be the exclusive owner of these Intellectual Property Rights. To the extent that such transfer of Intellectual Property Rights is not (fully) possible or enforceable, Supplier agrees to promptly execute any documents and do anything BlackRock may reasonably require to vest all such Intellectual Property Rights in BlackRock and irrevocably authorizes BlackRock to do all that may be necessary in order to effect such transfer.

7.2 All BlackRock Materials, shall be the property of BlackRock and shall only be used by Supplier in relation to the performance of Supplier's obligations under this Agreement. BlackRock Materials while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier, at Supplier's expense, in an amount equal to the replacement cost with loss payable to BlackRock, and shall be promptly returned to BlackRock upon demand, in which event, Supplier shall prepare such BlackRock Materials properly for shipment and shall deliver the same to BlackRock in the same condition as originally received by Supplier, reasonable wear and tear accepted.

7.3 Supplier shall, immediately upon BlackRock's request, or on the termination or expiration of this Agreement, turn over to BlackRock all BlackRock Materials, together with all copies thereof.

7.4 BlackRock grants to Supplier a royalty-free, non-exclusive, non-transferable, non-sub licensable, revocable license to use BlackRock Materials during the term of this Agreement solely to the extent necessary to perform the Services for BlackRock and its Affiliates.

7.5 BlackRock's ownership rights and Supplier's assignment obligations above do not apply to Supplier Materials. Supplier and/or its licensors (as applicable) will retain all Intellectual Property Rights in Supplier Materials.

7.6 If any Supplier Material(s) are incorporated into, combined with, or required for the use, operation or exploitation of any BlackRock Materials, Good or Services, Supplier:

(a) shall notify BlackRock promptly after it is aware of such situation, and

(b) regardless of whether such notice is provided, hereby grants to BlackRock and any applicable BlackRock contractor (provided that such contractors' use shall be limited solely to providing such services), at no additional charge, a non-exclusive, fully paid up, royalty-free, perpetual, irrevocable, transferable, sub-licensable (through multiple levels of sub-licensees), worldwide license to use, execute, copy, display and perform (whether publicly or otherwise), distribute copies of, reproduce, maintain, modify, enhance, and create derivative works of and otherwise make, have made, sell, offer to sell, import and exploit such Supplier Materials (in whole or in part), in any form or media (now known or later developed), without consideration or any obligation to account to Supplier or any third party.

8. CONDITIONS RELATING TO AGREEMENTS FOR THE LICENSING OF SOFTWARE

8.1 Supplier hereby grants to BlackRock a worldwide, irrevocable, non-exclusive, transferable, fully paid-up license to use the Software for the term set forth in the Purchase Order for BlackRock's own internal or external business purposes.

8.2 BlackRock shall not have the right to adapt, reverse engineer, decompile, disassemble and modify the Software in whole or in part except: (i) as permitted by law; (ii) to the extent that such action is legitimately required for the purposes of integrating the operation of such Software with the operation of other software or

systems used by BlackRock from time to time; or (iii) to the extent necessary for the purpose of back-up and disaster recovery.

8.3 Notwithstanding anything to the contrary in this Agreement, BlackRock may make and use copies of the Software: (a) on temporary, substitute or back-up equipment for a reasonable period of time; (b) at the same or separate facilities for backup and archival purposes and for emergency use, including disaster recovery, business resumption and periodic tests relating thereto; and (c) for a reasonable time period necessary to relocate the Software or any other software.

8.4 The only measure of BlackRock's utilization of the Software is the unit on which the total Price is calculated, shall be as specified in the Purchase Order or any documentation accompanying the Purchase Order (the "**Licensed Unit**"). Other than the Licensed Unit and the specified calculation, if any, set forth in the Agreement, or any documentation accompanying the Purchase Order, the scope and cost of the Software license shall not be restricted limited, or calculated, in any way, including, without limitation, by reference to: (a) the number of licensees, (b) the number of users, (c) the number or volume of transactions, (d) the number of interfaces, (e) the number of employees or the size of turnover of the licensee; (f) the number or location of suppliers of the licensee; (g) the equipment on which the Software may be used from time to time including, without limitation, the number, size or specification of CPUs; or (h) the location of equipment on which the Software may be used.

8.5 Use of the Software in test or development environments and copies deployed but not activated shall not count towards any limit on Licensed Units. BlackRock and its Affiliates may purchase additional Licensed Units from time to time by issuing a Purchase Order specifying the applicable Software and the number of additional Licensed Units desired. The Price for each additional Licensed Unit shall not exceed the amount calculated by dividing the initial Price by the initial number of Licensed Units.

8.6 BlackRock shall be under no obligation to purchase new or enhanced versions of the Software from Supplier.

8.7 If necessary for the operation of any Software, Supplier shall, upon request, provide BlackRock and its Affiliates with appropriate software keys.

8.8 To the extent that this Section 8 is in conflict with any other provision concerning Goods, it shall control with respect to Software only.

9. PERSONNEL

9.1 Supplier shall perform background screening acceptable to Blackrock to confirm that Supplier Personnel are eligible and qualified to perform any obligation described in this Agreement and shall ensure that Supplier Personnel comply with all applicable BlackRock policies and/or procedures which are disclosed in writing in advance to Supplier.

9.2 Supplier acknowledges that BlackRock may from time to time acquire or otherwise be in possession of personal data relating to Supplier Personnel. Supplier represents and warrants that it has provided all necessary notifications to, and obtained all necessary

consents, authorizations, agreements, and approvals from, such personnel as required under applicable data protection laws and regulations in order to enable: (a) the disclosure of such personal data to BlackRock; (b) further use of such personal data by BlackRock, its Affiliates and personnel; and (c) disclosure (including cross-border disclosure) of such personal data by BlackRock to other third parties in connection with the receipt of Goods, Software, BlackRock Materials or Services in accordance with this Agreement.

10. INDEMNITY; LIMITATION OF LIABILITY; INSURANCE

10.1 Supplier will indemnify, and hold harmless (and at BlackRock's option defend) BlackRock from and against all losses, liabilities, judgments, amounts agreed upon in settlement, costs, expenses (including attorney's fees and costs of investigation) and damages that BlackRock and its Affiliates (or any of them) may suffer or incur that arise out of, are in connection with or result from:

(a) any actual or alleged infringement, misappropriation, or unlawful use or disclosure of any Intellectual Property Rights of any third party as a result of BlackRock's receipt of the Goods or Services or its use, possession or exploitation of any Goods and/or Services;

(b) negligent acts or omissions or willful misconduct of Supplier Personnel;

(c) bodily injury (including death) or damage to property caused by, arising out of, connected with or resulting from any Goods or Services or out of the acts, or omissions of Supplier or any of its officers, directors servants, employees, agents, authorized representatives, subcontractors, or others, whether such act or omission to act be negligent or not, and whether or not such act or omission to act be within or without the scope of employment;

(d) any breach of the confidentiality and/or data protection provisions in this Agreement; or

(e) non-compliance or violation of applicable laws or regulations affecting the Goods or Services.

10.2 In the event of a claim relating to any actual or alleged infringement, violation or misappropriation of Intellectual Property Rights of any third party (collectively or individually, "**Infringement**"), Supplier will promptly as required by BlackRock and without limitation of Supplier's indemnity obligations as provided above, in the following order of priority:

(a) modify the Goods or Services in such a way that it is no longer Infringes, all without incurring a loss or diminishment of functionality or performance;

(b) procure for BlackRock the right to continue using the affected Goods or Services free from any Infringement;

(c) promptly replace the Goods or Services with other goods or services free from Infringement which have the same or better performance/functionality capabilities than the original Goods or Services;

(d) accept the return of any affected Goods and (at Customer's option) all or any other Goods included in the same Agreement, at Supplier's expense and promptly refund to BlackRock all monies paid in connection with such Goods together with any amounts

paid in connection with the supply of any Services included in the same Agreement; or

(e) in the case of Services only, cease the supply of the such Services and promptly refund to BlackRock all monies paid in connection with all Services provided under that Agreement, except for those which have been fully performed as of that date and for which the benefit can be fully utilized by BlackRock, notwithstanding that all Services have not been completed.

10.3 WITH THE EXCEPTION OF (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS, (B) A CLAIM BASED UPON A PARTY'S BREACH OF CONFIDENTIALITY OR DATA PROTECTION OBLIGATIONS UNDER THIS AGREEMENT, (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY, OR (D) PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO SUPPLIER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF ANTICIPATED PROFITS OR LOSS OF GOODWILL HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL BLACKROCK'S AND ITS AFFILIATES' LIABILITY HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PRICE.

10.4 Supplier shall, at its own expense, secure and maintain in full force and effect throughout the Term, insurance with reputable insurance companies qualified to do business in the jurisdiction in which the Goods will be delivered or the Services will be performed, the terms and amounts of which meet generally accepted industry standards for: "Workers' Compensation Insurance," "Employers' Liability Insurance," "Commercial General Liability Insurance," "Business Automobile Liability Insurance," and "Errors and Omissions."

(a) Upon request by BlackRock or a BlackRock Affiliate, Supplier shall furnish to BlackRock or such Affiliate the certificates or cover notes providing sufficient evidence of compliance with this Section 10.4(a).

(b) The number of claims during the period of insurance shall not be limited.

10.5 The rights and remedies of BlackRock and its Affiliates provided in this Section 10 shall not be exclusive and are in addition to any other rights and remedies available at law or in equity.

11. TERMINATION

11.1 This Agreement may be terminated, without prejudice to other rights, remedies and recoveries at law or in equity, by a party immediately by written notice delivered to the other party (the "**Defaulting Party**") if the Defaulting Party:

(a) commits a material or persistent breach of any of its obligations under this Agreement and where such breach is capable of remedy, fails to remedy it within ten (10) days after service of written notice from the other party of such default; or

(b) becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership or similar

proceeding, or makes a general assignment for the benefit of its creditors.

11.2 BlackRock may terminate this Agreement immediately, in whole or in part, by delivery of written notice to Supplier if:

- (a) Supplier is subject to a change of control;
- (b) Supplier transfers all, or substantially all, of its assets;
- (c) in providing Services hereunder, Supplier violates any law or regulation, or causes BlackRock to be in material violation of any law or regulation; or
- (d) Supplier attempts to assign this Agreement without consent.

11.3 BlackRock may terminate this Agreement immediately, in whole or in part, without cause upon thirty (30) days' prior written notice to Supplier.

11.4 Upon termination of this Agreement by BlackRock pursuant to Section 11.2 or 11.3:

(a) Supplier shall be compensated proportionately to the extent that the Goods and/or Services have been Accepted by BlackRock prior to the effective date of termination less any deductions or offsets, and BlackRock shall have no further liability in respect of such termination or Agreement; and

(b) Supplier shall immediately refund to BlackRock any advance payments made by BlackRock less the amounts referred to in (a) above.

11.5 Upon termination or expiration of this Agreement, Supplier shall immediately return any Documents or BlackRock Materials or other property of BlackRock or any of its Affiliates in Supplier's possession.

11.6 Any termination of this Agreement for any reason shall be without prejudice to any rights or obligations which have accrued before termination and shall not destroy or diminish the binding force of any of the provisions of this Agreement which are expressly or by implication intended to come into force on, or continue in force after, such termination.

12. CONFIDENTIALITY

12.1 Each of the Party's shall cause its associated persons, including but not limited to employees, directors, agents, subcontractors and professional advisors, to keep the Confidential Information confidential and shall insure that it is not disclosed to any person, other than as permitted under this Section 12.

12.2 Section 12.1 shall not apply to the disclosure of Confidential Information if and to the extent disclosure:

- (a) was rightfully known to the receiving Party ("Recipient") prior to the time that it was disclosed to the Recipient hereunder;
- (b) is or has become publically available through no breach of this Agreement or other wrongful act of the Recipient;
- (c) has been rightfully received from a third party not under obligation of confidentiality to the disclosing party and without breach of this Agreement;
- (d) is independently developed by one Party without using the Confidential Information of the other Party; or
- (e) is required to be disclosed pursuant to a final binding order of a governmental agency or court of competent jurisdiction, provided that the disclosing party has been given reasonable notice of the pendency of such an order and the opportunity to contest it.

12.3 The Recipient may only use the Confidential Information of the disclosing party ("Discloser") for the purposes of this Agreement and may provide its employees, directors, agents, and subcontractors, lenders, rating agencies and professional advisers with access to Confidential Information on a strict "need-to-know" basis only. The Discloser shall ensure that each separate Recipient is bound to hold all Confidential Information in confidence to the standard required under this Agreement.

12.4 The Recipient shall return the Confidential Information to the Discloser when the Recipient no longer requires the Confidential Information in order to perform its obligations or exercise its rights under this Agreement and, in any event, on termination of this Agreement (subject to any licenses granted under this Agreement that survive termination of this Agreement).

12.5 Supplier shall not issue any media releases, public announcements or public disclosures relating to the Agreement or use the name or logo of BlackRock, or any of its Affiliates including, without limitation, in promotional or marketing material or on a list of customers without obtaining BlackRock's prior written consent, which BlackRock may withhold or condition in its sole discretion.

13. COMPLIANCE WITH LAWS

13.1 The Parties represent and warrant that they shall at all times comply with all applicable laws in connection with this Agreement, including without limitation, data protection and privacy laws, anti-corruption laws, export controls and labor laws.

14. AUDIT RIGHTS

Supplier agrees that BlackRock's auditors (including internal audit staff and external auditors), and any financial institution regulator with jurisdiction over BlackRock, may examine Supplier's activities relating to the performance of this Agreement and in providing the Goods and/or Services. Supplier shall provide all information reasonably requested by the auditor or regulator in connection with any examination and provide reasonable assistance and access to all equipment, records, and systems reasonably requested to confirm Supplier is meeting all information privacy, security, regulatory and other legal requirements.

15. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement: (a) if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, terrorists activities, embargoes, governmental orders, or any other cause beyond the reasonable control of the responsible Party, (b) provided the non-performing party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions or circumvented through the use of alternate sources, workaround plans or other means.

16. ENTIRE AGREEMENT

This Agreement, including the applicable Purchase Order, contains the entire agreement between the Parties relating to the sale of the Goods and the performance of the Services and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations,

whether written or oral, between the Parties relating thereto, and no other terms (including so-called “shrink-wrap” or “click-wrap” licenses or terms on any invoices, bill, or other statement associated with the Goods and/or Services) shall apply to any Goods and/or Services provided under this Agreement. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provision hereof shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties

17. ASSIGNMENT

BlackRock shall be entitled to assign its rights or obligations under this Agreement to any BlackRock Affiliate with notice to Supplier. Other than as set forth in the foregoing sentence, neither Party shall be entitled to assign or otherwise transfer its rights or obligations under this Agreement without the other Party’s prior written consent.

18. SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable, in whole or in part, such provision or part shall, to that extent, be deemed not to form part of this Agreement and shall not affect the legality, validity or enforceability of the remainder of the Agreement.

19. NOTICES

Any notice required or permitted under this Agreement will be in writing and delivered by commercial courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices shall be sent to the addresses set forth in the Purchase Order.

20. RELATIONSHIP OF THE PARTIES

20.1 Nothing in this Agreement shall constitute or be deemed to constitute Supplier (or any Supplier Personnel) to be an employee or agent of BlackRock or a partnership or joint venture between Supplier and BlackRock for any purpose whatsoever.

20.2 Supplier warrants and represents to BlackRock that in providing the Services, Supplier is, in relation to BlackRock, acting as an independent contractor and, as such, Supplier bears sole responsibility for the payment of any tax and national insurance contributions which may be found due from Supplier’s Personnel in relation to any payments or arrangements made under this Agreement.

21. WAIVER

No failure by a Party to exercise or enforce any rights under this Agreement shall be deemed to be a waiver of any such right nor operate to bar the exercise or enforcement of such right at any time or times thereafter.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to or application of choice of law rules or principles.

22.2 The Parties agree that any dispute, controversy or claim arising between them in connection with this Agreement, shall be addressed by escalating the

dispute first to their respective account or project managers, and if they cannot resolve the dispute within five (5) business days, then to their respective executive officers who shall have an additional fifteen days to resolve the dispute, or such other time as is agreed to in writing (“**Internal Escalations**”).

22.3 If the Internal Escalations do not resolve the dispute within twenty (20) business days after formal notice of the dispute is sent to the other Party, and either Party elects to commence formal dispute resolution, then such dispute must be submitted to mandatory and non-binding mediation (“**Mediation**”) by the electing Party before a certified mediator who is an attorney experienced in resolving similar disputes and who is approved by each of the Parties. The Parties shall share equally in the costs of mediation (with the exception that each Party shall pay its own legal fees in connection therewith). The Parties agree to use their best efforts to expedite the process so that the mediation is held within sixty (60) days of their selection of the mediator. The mediation shall take place in the Borough of Manhattan, City of New York, State of New York, unless the parties otherwise agree in writing.

22.4 Any dispute that is not resolved by an Internal Escalation under Section 22.2 or through Mediation under Section 22.3 above may be pursued exclusively in the federal or state courts located in New York County, New York and the Parties hereby consent to the personal jurisdiction and venue therein.

23. FEDERAL CONTRACTOR REQUIREMENTS

Unless exempt, Supplier and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable Supplier and any subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans’ employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

Dated: August 2020