

Glossary

"3PISA-relevant Services"	means Services in respect of which UBS determines that a 'Third Party Information Security Assessment' (3PISA) is required to assesses the information security management systems of third parties and any deficiencies in those systems;
"Acceptance"	means UBS' acceptance of the relevant Services or Deliverables in accordance with clause 4.3 of the General Terms and Conditions; and "Accept" and "Accepted" shall be construed accordingly;
"Acceptance Criteria"	means the criteria to be satisfied to demonstrate that the relevant Deliverable(s) or Services, as the case may be, have been successfully completed and are capable of Acceptance, as more particularly described in the relevant Supply Order(s) or as otherwise agreed between the Parties;
"Affiliates"	means, in relation to a Party, any entity which controls, is controlled by or is under common control of the Party. An entity shall be deemed to control another entity if it holds: (i) at least a majority ownership in the other entity; or (ii) the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise;
"Agreement"	means the contract between UBS and Supplier comprising the relevant executed Supply Order(s), and as applicable, the following documents: (i) relevant Category Terms; (ii) General Terms and Conditions; (iii) Glossary; (iv) all applicable Policies; and (v) any additional documents specified in the relevant Supply Order(s);
"Applicable Laws"	means all laws, regulations, governmental, quasi-governmental or published regulatory rules, handbooks, guidelines, bulletins, and letters, legislation or subordinate legislation, treaties, directives, by-laws, or any industry guidelines, official standards or codes of practice, in any jurisdiction, which are: (a) applicable to the provision or receipt of the Services (including, without limitation, Financial Crime Prevention Laws and Data Protection Laws); or (b) of general application to Supplier and its business;
"Approved Location(s)"	means the location from which the Supplier or a Subcontractor is authorized to provide the Deliverables and Services, including any Subcontracted Services (as specified in the relevant Supply Order);
"Archive"	means an electronic repository with restricted access which preserves a Record's Evidential Weight in compliance with applicable law and regulation which is used to retain evidence in an Immutable form and which permits retrieval of evidence when needed. SharePoint or internal shared drives are not Archives. "Archived" shall be construed accordingly;
"At Risk Amount"	means the percentage, as specified in the relevant Category Terms, of the monthly Charges (or if the Measurement Window is not a month, the Charges due for the Services in the relevant Measurement Window);
"Auditors"	means any auditors or inspectors that UBS or its Affiliates, or their external auditors or Regulators, may designate;
"BaFin"	has the meaning given to it in paragraph 2 of the Process Agent and IVV Policy;
"Bail-In Powers"	means any 'Write-down and Conversion Powers' as defined in relation to the relevant Bail-in Legislation;
"Bail-In Legislation"	means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;
"BCM-Criticality"	means UBS' assessment of the criticality of a Service or Services for its business continuity;
"BCM-Critical Services"	means any Services, the BCM- Criticality of which UBS has classified as either: (a) Tier 1 or T1 (Firm Survival and Obligation), or (b) Tier 2 or T2 (Business Critical);
"BRRD"	means the Bank Recovery and Resolution Directive 2014/59/EU of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms;
"BRRD Liability"	has the same meaning as in such laws, regulations, rules or requirements implementing the BRRD under the applicable Bail-in Legislation;
"Business Continuity Event" or "BCE"	means emergencies, disasters, crises or other unplanned events, including strikes or lockouts, that may result in a business interruption, loss, or other negative impact;
"Business Continuity Management Coordinator"	means an individual holding a senior office (and the identified reserve) to whom the overall responsibility is assigned for coordinating Supplier's business continuity management and who is responsible for reviewing and approving the BCP;
"Business Continuity Plan(s)" or "BCP"	means business continuity plans meeting the requirements of paragraph 3 of the Business Continuity and Disaster Recovery policy;
"Category I Staff"	means Staff (i) with access to UBS Systems, valuables (e.g. treasury room) or Confidential Information, and (ii) who are issued with a UBS logon ID or a GPN. Typically this will include Staff who provide: (a) Staff augmentation services onsite or offsite, billable (contractor and offshore center); (b) Staff augmentation services onsite, non-billable (supplier account manager); (c) managed services onsite; (d) professional services onsite (e.g. consulting, advisory, audit, legal, facility management for sensitive infrastructure);
"Category III Staff"	means Staff with no access to UBS Systems, valuables or Confidential Information but who are issued with a UBS logon ID or a GPN and are given access to UBS premises. Typically this will include Staff engaged to provide: (a) Staff augmentation onsite, non-billable (supplier account manager);

	<p>(b) managed services onsite;</p> <p>(c) professional services onsite (facility management);</p> <p>(d) benefits services onsite (e.g. hair and beauty, fitness, dry cleaning, massage services, physiotherapy, medical, dental);</p> <p>(e) UBS Business University training or executive coaching services;</p>
"Category Terms"	means, as the case may be, Services Terms, Outsourcing Terms, Goods Terms, IT Hardware Terms, IT Software Terms and Recruiting Terms;
"Charges"	means the charges and fees payable by UBS to Supplier, as set out in the relevant Supply Order;
"CID" or "Client Identifying Data"	means any data provided by or relating to UBS clients, prospects or employees (if they are also UBS clients or prospects) which allows the deduction of the existence of a banking relationship with UBS, even if such data does not constitute Personal Data (e.g. if it is data relating to non-natural persons). This includes names, addresses, e-mail and other contact information, account numbers (Stamm/Master) and IP-addresses (depending on context);
"Confidential Information"	means any information, data, materials or documents disclosed or provided to by one Party (a "Disclosing Party") to the other Party (a "Receiving Party") (including the Supply Order), or which otherwise comes into the Receiving Party's possession, before, on or after the date of this Agreement by any means, and whether or not marked "Confidential" and which is of a confidential nature. Confidential Information shall in any case include Personal Data, CID, Unpublished Price Sensitive Information, Confidential Supervisory Information, and any information relating to a Party's business operations, products, processes, plans, know-how, IP Rights, market opportunities, suppliers, clients and customers, sales, systems (including UBS Systems), costs and prices, wage rates, records, finances and personnel;
"Confidential Supervisory Information" or "CSI"	means information that a United States federal or state banking regulator shares with UBS or any of its Affiliates (whether orally or in writing), documents prepared by, on behalf of, or for the use of the regulator in the exercise of its supervisory authority over UBS or any of its Affiliates, and any information derived from such documents;
"Connected Parties"	means any of the following: <ul style="list-style-type: none"> (a) a spouse of a member of Staff, or any individual considered by national law as equivalent to a spouse; (b) a child (including a child of a spouse) or other individual that is financially dependent on the member of Staff; (c) an individual living in the same household; (d) an individual whose relationship with the member of Staff is such that the member of Staff has a direct or indirect material interest in the provision of the Services; (e) any other individual over whose account the member of Staff has control; (f) any legal entity, partnership or fiduciary institution, or any subsidiary which it directly or indirectly controls, which: <ul style="list-style-type: none"> i. has a member of Staff in a management position; ii. is controlled directly or indirectly by a member of Staff; iii. has a member of Staff as a beneficiary;
"Controller"	has the meaning given to it in Data Protection Laws;
"Contract Management Meetings"	means the governance forum described under paragraph 3 of the Vendor Management Framework Governance and Reporting Policy;
"Data Protection Claims"	means any claim, proceedings, suit or action by any governmental, regulatory, supervisory or administrative body or by a Data Subject, arising from any actual or alleged breach by Supplier of its data protection obligations under the Agreement or any Data Protection Laws;
"Data Protection Laws"	means the following legislation (as replaced or superseded from time to time), to the extent applicable: <ul style="list-style-type: none"> (a) national laws implementing the Data Protection Directive (95/46/EC) as well as the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679); and (c) any other Swiss, UK, EU, or other laws, regulations, rules, guidelines or standards relating to data protection, banking secrecy, confidentiality, data security, data privacy or similar matters;
"Data Subject"	has the meaning given to it in the Data Protection Laws;
"Day Rate(s)"	means the rate(s) applicable per day, chargeable in relation to Working Hours on the relevant day, as specified in the relevant Supply Order;
"Deliverables"	means all output (whether electronic, documentary, tangible or intangible) required to be provided by Supplier to UBS as part of the Services (including as fixed in a tangible medium) as described in the Supply Order;
"Delivery Date"	means the date by which the relevant Services and Deliverable(s) are required to be delivered by the Supplier, as specified in the relevant Supply Order;
"Disclosing Party"	has the meaning given to it in definition of Confidential Information;
"Due Diligence Process"	means the Supplier's processes and assessment criteria for engaging Subcontractors;
"Effective Date"	means the date on which a Supply Order takes effect or is entered into, as specified in each Supply Order;
"EU Bail-In Legislation Schedule"	means the document described as such and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/ ;
"Evidential Weight"	means, in UBS's sole discretion, where a Record must have its value protected as evidence and therefore requires: <ul style="list-style-type: none"> (a) Integrity: the content of the Records must be complete and preserved unaltered; (b) Reliability: the origins of the Record must be accurately recorded, and Records accurately represent the transactions, activities and facts to which they attest; and (c) Availability: the Records can be located, retrieved, presented and interpreted in its proper business context;
"Exit Assistance"	means, in the event of expiration or termination of the Agreement, or termination of the Services, any activities to be performed by Supplier to transfer or migrate the Services or part of them to UBS, its

	designees or a successor supplier during the relevant period, as may be more particularly described in the Exit Plan, and any other assistance required by the UBS as specified in the relevant notice of termination. Exit Assistance includes Knowledge Transfer;
"Exit Plan"	means the plan to be developed and submitted to UBS pursuant to clause 6 (<i>Exit/Termination Assistance</i>) of the Services Terms;
"Expected KPI Target"	means the expected level of service to be achieved in respect of each KPI, expressed as a percentage;
"Expected Service Level Target"	means the expected level of service to be achieved in respect of each Service Level, expressed as a percentage;
"Expenses"	means all of Supplier's out-of-pocket expenses and disbursements, including any travel and accommodation costs;
"External Staff Category"	means Category I Staff or Category III Staff;
"Expiration Date"	means the date on which a Supply Order expires, as specified in each Supply Order;
"Financial Crime Prevention Laws"	means Applicable Laws relating to anti-bribery, anti-corruption, fraud, sanctions, tax evasion and the prevention of crime;
"Force Majeure Event"	means an event which is beyond the reasonable control of Supplier or UBS and which could not have been (or should have been) avoided or mitigated by the activation of the Business Continuity Plan(s) including an event which falls into one or more of the following categories: (a) strike, lock out or labour dispute (excluding, in all cases, by any Staff or employees of any third party suppliers to Supplier); (b) act of God, fire, flood and storm; (c) war, military action, riot, civil commotion, terrorism; (d) explosion or malicious damage; and provided that mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event;
"General Terms and Conditions"	means the UBS' 'General Terms and Conditions', including the Jurisdiction-specific provisions Annex, where applicable;
"Groupwide Personal Number" or "GPN"	means a unique personal identification number issued by UBS;
"Immutability"	means the storage of Records in a manner that ensures their Evidential Weight. Evidential Weight can be achieved by either: WORM storage (as defined by the applicable United States Securities and Exchange Commission SEC regulations); Digital signatures; or a combination of WORM storage and digital signatures and "Immutable" shall be construed accordingly;
"IP Claims"	means all claims, demands, actions, proceedings against UBS or its Affiliates, or their respective employees, agents, contractors or suppliers, relating to any actual or alleged infringement of any third party's IP Rights arising from or in connection with the receipt, use or possession of any Services or Deliverables under the Agreement;
"IP Rights"	means any intellectual property or proprietary rights, whether registered or unregistered, legal or beneficial, including, without limitation, copyrights, patents, trade secrets, trademarks and database rights;
"ISO"	means International Organization for Standardization;
"IVV"	has the meaning given to it in paragraph 3 of the Process Agent and IVV Policy;
"IVV Relevant Staff"	means member of Staff directly involved in the provision of the Services to UBS ESE and whose remuneration (or part thereof) is variable;
"Key Performance Indications" or "KPIs"	means those metrics or measures identified as such in the relevant Supply Order, which are used to indicate and evaluate whether the Services are being performed in accordance with the Agreement;
"Key Personnel"	means the Supplier Service Manager, Supplier Key Account Manager, the Business Continuity Management Coordinator, and other Staff identified as Key Personnel in the relevant Supply Order;
"Knowledge Transfer"	means activities designed to impart detailed information from Supplier to UBS, its designees or successor supplier about the Services provided under the Agreement. This includes training and documentation that is designed to enable UBS, its designees or successor supplier to assume the delivery of the services in replacement to the Services without disruption or degradation. Knowledge Transfer activities include 'shoulder to shoulder' training, which is informal training with the specific intent of developing skills or knowledge working side by side with Supplier;
"KPI Effective Date"	means the date from which the relevant KPI is effective, being either the Effective Date or other subsequent date (e.g., Effective Date + 3 months) as specified in the Supply Order;
"KWG"	has the meaning given to it in paragraph 2 of the Process Agent and IVV Policy;
"Legal Hold"	means the process by which a Party satisfies its obligation to preserve information in connection with actual or anticipated litigation. The scope of the Legal Hold includes all information potentially relevant to the litigation, and is typically defined in terms of custodians, timeframe, and data sources. A Legal Hold also refers to the status of the information being held as a result of this process (i.e. "this information is subject to a Legal Hold");
"Losses"	means all losses, liabilities, claims, settlements, damages, penalties, fines, expenses, and costs (including, without limitation, reasonable legal fees and disbursements);
"Measurement Definition"	means the description of how the relevant Service Level or KPI, as applicable, is to be constructed and performance measured, as set out in the relevant Supply Order;
"Measurement Window"	means the period, e.g. monthly, weekly, quarterly, over which each Service Level and KPI, as applicable, is monitored and measured as set out in the Supply Order;
"Metadata"	means structured information on the type and content of the Record to enable their management, searchability and retrieval;
"Onboarded Staff"	means Staff who are provided with a GPN and UBS email address;
"Outsourcing Services"	means any Services involving the performance of a process, a service or an activity on an ongoing basis that would otherwise be undertaken, whether directly or indirectly, by UBS itself, as determined by

	UBS;
"Overtime"	means any hours worked by Staff on a day in excess of: (a) in general, the agreed Working Hours; or (b) with respect to consulting or professional services, 11 hours, such that Day Rates for such services shall be deemed to include any Overtime up to a total of 11 hours worked on any day;
"Party" or "Parties"	means the parties to the Agreement, as identified in the relevant Supplier Order;
"Personal Data"	means any personal data (as such term is defined in Data Protection Laws) relating to UBS' or its Affiliates' personnel or clients (including prospective clients), or other natural persons who interact with UBS or its Affiliates;
"Personal Data Breach"	means any breach of security leading to the unlawful or unauthorised destruction, loss, alteration, disclosure of, or access to, Personal Data, or any failure to comply with the terms set out in the Data Protection Policy, whether intentional or unintentional;
"Policy"	means any of the UBS policies relating to suppliers, which are available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html as updated from time to time. "Policies" shall be construed accordingly;
"Pool Allocation"	means the percentage or proportion of the overall pool of 200% of the At Risk Amount which is payable as a Service Credit in the event of a Service Level Default, the relevant percentage for each Service Level being set out in the 'Service Level Matrix' in the relevant Supply Order in the column headed "Service Level Credit Allocation";
"Process"	means the carrying out of any operation or set of operations in relation to UBS Data, including, without limitation, storing, accessing, recording, copying, holding, organizing, modifying, adapting, altering, retrieving, combining, transmitting, disclosing or destroying (and "Processes" and "Processing" shall be construed accordingly);
"Processor"	has the meaning given to it in the Data Protection Laws;
"Public Official"	means any appointed or elected official, or any employee or other person acting in an official capacity for any of the following: (a) a local, regional, or national government; (b) any supranational body that has the authority to make and the power to enforce laws (including the EU); (c) a government agency, department or instrumentality; (d) a state-owned entity; (e) a political party; (f) a public international organization (e.g., the United Nations or World Bank); (g) a judicial body. Public Officials also include (i) candidates for public office or political party positions and members of a royal family. Where known, any person having a family or personal relationship with, or who is a close associate (e.g., a key business colleague, personal advisor, or owning/controlling legal entity) of, any person falling into any of the above categories or roles also shall be treated as a Public Official;
"Receiving Party"	has the meaning given to it in definition of Confidential Information;
"Record"	means any information, document or material created, received, and maintained as evidence of UBS' business activities, transactions performed, results achieved, events that have occurred, or statements made that UBS is required to retain pursuant to applicable data retention laws or regulations, or policies;
"Record Series"	means the classes of UBS Records which need to be retained by the Supplier and the relevant retention rules for such Records, in each case as set out in a Records Retention Appendix to a Supply Order;
"Recovery Time Objective" or "RTO"	means the metric that specifies the maximum amount of time that can elapse before Services or their dependencies must be restored to the agreed service level;
"Regulator"	means any regulatory or law enforcement agency, authority, instrumentalities or legislative body, or any regulatory or self-regulatory organization (whether established by legislation or otherwise) having jurisdiction over UBS, any UBS Affiliate or Supplier, in any relevant territory, including to supervise, regulate, investigate, or influence the matters dealt with in the Agreement (including any supranational bodies such as the European Union or the European Central Bank);
"Regulatory Liabilities"	means: (a) any fines, penalties, interest or sanctions imposed on, or claimed against, UBS or any of its Affiliates as a result of: (i) Supplier's or any Subcontractor's failure to comply with Applicable Laws; or (ii) any act or omission by Supplier or its Subcontractors or other failures, to the extent such act, omission or failure causes UBS or any of its Affiliates to be in breach of any Applicable Laws; (b) any further costs or expenses incurred by UBS or any of its Affiliates to investigate and deal with any regulatory investigation or finding, or in meeting additional requirements imposed by a Regulator as a result of such breaches or failures such as breach notification and credit monitoring services, excluding any Losses arising out of any Data Protection Claim or any Security Breach;
"Relevant Affiliates"	means any Affiliates of Supplier involved in the provision of Services or Deliverables;
"Relevant Information"	means any of the following information provided or made accessible by UBS: (i) Client Identifying Information; (ii) Personal Data; (iii) Unpublished Price Sensitive Information; (iv) non-public financial risk or operational risk information; or (v) information classified internally by UBS as 'confidential' or marked as 'confidential' when provided or made accessible;
"Relevant Resolution Authority"	means a Regulator with the ability to exercise any Bail-in Powers in relation to a UBS BRRD Party;
"Relief Event"	means: (a) a failure by UBS to provide inputs to Supplier within a reasonable period of time following Supplier's request or in accordance with a requirement stated in a Supply Order; or (b) any inaccurate inputs supplied by UBS upon which Supplier relies in performing the Services and which Supplier could not reasonably have appreciated or known were inaccurate;

"Remote Access"	means secure access to the UBS systems and networks by Staff via approved UBS technology and authorized devices only.
"Resolution-Critical Services"	<p>means activities, functions or services performed by a person or entity that is not UBS or one of its Affiliates, the failure, termination or discontinuation of which activities, functions or services would, in UBS' determination, lead to the collapse of or present a serious impediment to the performance of UBS' or its Affiliates' critical functions or core business lines, or any material component of such critical functions or core business lines, where:</p> <ul style="list-style-type: none"> • "critical activities" means activities, services or operations the discontinuance of which, in UBS's determination, is likely to lead to the disruption of services that are essential to the real economy or to disrupt financial stability due to the size, market share, external and internal interconnectedness, complexity or cross-border activities of UBS or any of its Affiliates, with particular regard to the substitutability of those activities, services or operations; and • "core business lines" means business lines and associated services which, in UBS's determination, represent material sources of revenue, profit or franchise value for UBS or any of its Affiliates. <p>The Supply Order will indicate whether the Services (or any part thereof) constitute Resolution-Critical Services;</p>
"Restricted Country"	means any jurisdiction with banking secrecy laws or regulations that restrict cross-border access or transfer of records and data containing CID (including Switzerland, Luxembourg, Monaco, Jersey, Singapore, China, South Korea, Bahamas and Cayman Islands);
"Restricted Party"	means a person or entity, including, without limitation, official or de facto authorities: <ul style="list-style-type: none"> (a) located, domiciled, resident, incorporated or operating in a Sanctioned Country; or (b) subject to any sanctions lists administrated by any Sanctioning Authority; or (c) owned or controlled by any person or entity specified in (a) or (b) above;
"Restricted International Transfer"	means a transfer of, or provision of access to, Personal Data: <ul style="list-style-type: none"> (a) from a country which has Data Protection Laws that imposes restrictions on extra-territorial transfers of Personal Data; and (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Laws of the country of export;
"Retention Period"	means the period of time that a UBS Record must be retained in Immutible form in Archive before it is disposed of;
"Risk-Sensitive Staff"	means any Staff which UBS determines to be in a risk-sensitive position (e.g. a person who is granted privileged access to UBS Systems or UBS Data);
"Sanctioned Country"	means any country/region subject from time to time to any sanctions or trade embargoes administrated by any Sanctioning Authority, as well as any other country notified by UBS as being a Sanctioned Country. As at the date of publication of the General Terms and Conditions, these are the Crimea Region, Luhansk Region, Donetsk Region, Cuba, Iran, North Korea, and Syria;
"Sanctioning Authority"	means any authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, the United States of America (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country as notified by UBS from time to time;
"Security Breach"	means any breach of the information security requirements or of any other security obligations of Supplier as set out in this Agreement, including, if applicable, the Security Exhibit or any superseding Security Policy;
"Service Level Effective Date"	means the date from which the relevant Service Level takes effect, being either the Effective Date or other subsequent date (e.g., Effective Date + 3 months) as specified in the Supply Order;
"Service Credits"	<p>means the amounts that UBS is entitled to receive either: as a refund of Charges paid, as a direct payment, or as set-off against future invoices, as more particularly described in the relevant Supply Order(s) and calculated as follows:</p> $\text{Service Credit} = A \times B \times C$ <p>Where:</p> <p>A = monthly Charges.</p> <p>B = At-Risk Amount (%)</p> <p>C = Service Level Credit Pool Allocation (%) for the Service Level for which the Service Level Default occurred.</p> <p>Assume: (i) monthly Charges for the month in which the Service Level Default occurred were \$1,000,000 (A); (ii) the At-Risk Percent is 15% (B); and (iii) Service Level Credit Allocation Percentage is 10%. The Service Credit due to UBS for such Service Level Default would be: \$1,000,000 x 15% x 10% = fifteen thousand dollars (\$15,000)</p>
"Service Level(s)"	means the minimum standards, utilizing the Key Performance Indicators, to which the Supplier shall provide the Services (if any), as more particularly described in the 'Service Level Matrix' and the 'Key Performance Indicator Matrix' (as applicable) in relevant Supply Order(s);
"Service Level Default"	means: <ul style="list-style-type: none"> (a) when performance of a specific Service Level fails to meet its 'Service Level Target'; or (b) a failure by Supplier to measure a Service Level in accordance with the Measurement Definition;
"Services"	means any services or Deliverables provided by Supplier or Staff under the Agreement, including any Exit Assistance, as more particularly described in the relevant Supply Order, (including, without limitation, recruiting Services, IT software services, professional services (e.g. market research), consultancy services, software development, software support and maintenance or outsourcing services, hardware maintenance, outsourcing services or, in connection with the supply, delivery, installation, support, maintenance of goods) as well as any warranty remedies provided by Supplier free of charge to UBS;

"Staff"	mean any natural persons who provide any part of the Services on Supplier's behalf, including employees, contractors, freelancers or temporary personnel engaged by Supplier, its Subcontractors or by any of Supplier's Affiliates;
"Staff Declaration"	means the declaration form relating to confidentiality and related matters that is applicable to the jurisdiction in which the relevant member of Staff is located, available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html ;
"Staff Vetting Declaration Form"	means the UBS-prescribed vetting form that is required to be completed by any Onboarded Staff before they can be onboarded onto UBS Systems or premises;
"Subcontractor"	means a person, firm or entity which provides Subcontracted Services, and which: (i) processes, stores, uses or accesses Relevant Information; (ii) performs Subcontracted Services under a regulated outsourcing arrangement as specified by us; or (iii) performs Subcontracted Services which we identify as business critical;
"Subcontracted Services"	means portions or elements of the Services provided by the Supplier, or provided directly to UBS on the Supplier's behalf, which are specific to the delivery of the Services and are not activities or services that support the Supplier's business generally (such as premises, telecommunication services and facilities support). Subcontracted Services shall in any event include: (i) cloud hosting or storage; (ii) data centre outsourcing; and (iii) document management, document destruction or archiving;
"Supplier"	means the entity described as such in the Supply Order. "You" and "your" shall be construed accordingly;
"Supplier Code of Conduct"	means UBS' ethical and professional standards, which Supplier must follow when conducting business and engaging with UBS, available at: https://www.ubs.com/global/en/our-firm/suppliers/supplier-code-of-conduct.html ;
"Supplier IDTA"	means UBS' standard contractual terms governing the transfer of Personal Data to Processors established in third countries;
"Supplier Key Account Manager"	means Supplier's key account manager for the purpose of VMF, responsible for managing the global relationship with UBS (communication, escalation, decision), and who will work with the UBS VRM;
"Supplier Materials"	means the templates, documents, information or other materials provided by Supplier to UBS as part of and to supplement the provision of the Services;
"Supplier's Process Agent"	has the meaning given to it in paragraph 2 of the Process Agent and IVV Policy;
"Supplier Senior Executive"	means Supplier's senior executive nominated to work with the UBS Executive Sponsor for the purposes of VMF;
"Supplier Service Manager"	means Supplier's appointed manager of the provision of the Services, as identified in the relevant Supply Order, who will: <ul style="list-style-type: none"> (a) represent and co-ordinate communications between the Parties; and (b) for the purpose of VMF, be responsible for managing the governance and implementation of the Agreement (including the tracking of Deliverables, escalations and decisions);
"Supplier Terms"	means with regard to the Agreement, whether collectively or individually: <ul style="list-style-type: none"> (a) all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties, pertaining to the Services; or (b) any terms of service, terms of use, or different or additional terms or conditions presented or referred to by Supplier (including any terms and conditions contained in any quotation, invoice or other document issued by Supplier or on Supplier's behalf to UBS);
"Supply Order"	means a supply order agreed between the Parties, to which the General Terms and Conditions and, as the context requires, Category Terms relate, which make take the form of, again as the context requires: <ul style="list-style-type: none"> (a) a 'Standalone Supply Order'; or (b) a 'Master Supply Order'; or (c) 'Sub-Supply Order';
"TBTF Contracting Party"	means any third party that purchases or otherwise succeeds to any or all of the business or assets or shares of UBS or any of its Affiliates in connection with a TBTF Event;
"TBTF Event"	means the ordering of protective measures, the institution of restructuring, resolution or liquidation proceedings as well as the enactment of any restructuring or resolution plan or any other implementation, complementary or ancillary measures in relation to such proceedings, each with regard to UBS or any of its Affiliates and arising pursuant to bankruptcy, insolvency, liquidation, receivership, conservatorship, 'too big to fail', 'recovery and resolution', 'special administration', or analogous applicable law or regulation in any jurisdiction;
"TBTF New Affiliate"	means any new Affiliate of UBS created as a result of or in connection with a TBTF Event;
"TBTF Regulator"	means, in relation to a TBTF Event, the lead Regulator in respect of such TBTF Event;
"Terms and Conditions"	means the UBS General Terms and Conditions, available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html ;
"Trigger Event Date"	means the start of the Retention Period;
"UBS BRRD Party"	means a UBS EU incorporated entity whose liabilities may be subject to Bail-In Legislation;
"UBS ESE"	means UBS Europe SE and any of its branches;
"UBS ESE Material Outsourced Services"	has the meaning given in section 25b (1) of the German Banking Act;
"UBS ESE Material Subcontractor"	means a Subcontractor that provides or supports any Services that are critical or important for UBS ESE;
"UBS"	means the UBS Group entity described in the Supply Order, and "we" , "us" and "our" shall be construed accordingly;
"UBS Contract Manager" or "UBS CM"	means the UBS-appointed contract manager, as identified in the relevant Supply Order, who will represent and co-ordinate communications between the Parties, including for the purposes of VMF;
"UBS Data"	means the data described as such in the Supply Order;
"UBS Group"	means UBS Group AG and its Affiliates from time to time;
"UBS Materials"	means such templates, documents, information, data, logo files or other materials provided by UBS to

	Supplier in order for Supplier to perform the Services;
"UBS Strictly Confidential Information"	means: (a) Client Identifying Data relating to clients (including prospective clients) of the 'UBS Investment Bank' or 'UBS Asset Management' business divisions; (b) information or data relating to investigations conducted by, on behalf of or relating to UBS; (c) cryptographic master keys used to protect UBS Strictly Confidential Information or UBS Systems classified by UBS as requiring trusted integrity or guaranteed integrity; and (d) any other information or data classified by UBS as 'UBS Strictly Confidential Information';
"UBS Systems"	means (if not defined otherwise in the Agreement) any software, hardware, telecommunications or other systems or equipment owned by UBS or its Affiliates, or licensed, leased or provided as a service by a third party to UBS or its Affiliates;
"UBS VCM"	means UBS' vendor contract manager for the purposes of VMF;
"UBS Vendor Relationship Manager" or "UBS VRM"	means UBS' vendor relationship manager for the purposes of VMF;
"Unpublished Price Sensitive Information"	means any of the following information, whether relating to UBS, its Affiliates or any of its or their clients (including prospective clients) or counterparties or other third parties: (a) unpublished information (i.e. information which has not been disseminated to the public via a broad means, such as the news media, press releases, financial publications, wire services or public disclosure statements or the internet), including unpublished CID; (b) information in respect of a company's profit projections, dividend intentions, forthcoming issues (whether primary or secondary), potential bids or corporate restructuring; and (c) UBS internally-generated information such as the intentions and dealings of fund managers, market makers' positions, pre-publication research recommendations; which relates, directly or indirectly to a particular security, debt security or other financial instrument of any kind and any related derivative or to a particular legal entity or other party which has power to issue or has issued security, debt security or other financial instrument of any kind and any related derivative or a shareholder or officer of that legal entity, is specific or precise and would reasonably be expected to have a material effect on the market price of those security, debt security or other financial instrument of any kind and any related derivative or on the market price of related security, debt security or other financial instrument of any kind and any related derivative, if published;
"VMF" or "Vendor Management Framework"	means UBS' vendor management framework, as further detailed in the Vendor Management Framework Governance and Reporting Policy;
"Vendor Relationship Meeting"	means the governance forum described in the Vendor Management Framework Governance and Reporting Policy;
"Vetting"	means the process used to vet Staff in accordance with the Vetting Check Requirements and Vetting Specifications, and "Vetted" shall be construed accordingly;
"Vetting Check Requirements"	means the applicable Vetting requirements, as described in the Vetting Policy;
"Vetting Service Provider"	means a service provider to UBS (including any of the Vetting Service Provider's Subcontractors) conducting Vetting on UBS' behalf;
"Vetting Specifications"	means UBS' Vetting requirements reflecting local legal and regulatory restrictions, which may include the Vetting Check Requirements;
"Working Day"	means, unless stated otherwise in a Supply Order, any day between Monday and Friday (inclusive), except for public holidays in the jurisdiction in which the Services are performed; and
"Working Hours"	means: (a) 8 hours or more (as may be agreed in the relevant Supply Order) on any day; or (b) for consulting Services, 11 hours or more (as may be agreed in the relevant Supply Order) on any day, excluding travel time, and as aligned to the hours worked by the local UBS team or as otherwise agreed between the Parties for the relevant time zone.