

Sustainability and Inclusion Clauses

1. Sustainability Assessment.

- a. Within six (6) months of the Effective Date, Supplier shall obtain (if not already obtained) a third-party sustainability assessment certification or scorecard from a Visa-approved sustainability benchmarking provider ("Sustainability Benchmarking Provider").
- b. Supplier shall renew such certification or scorecard at least once every two (2) years, unless otherwise required pursuant to Clause 1.c.
- c. If Supplier fails to achieve the minimum score established by the Sustainability Benchmarking Provider and/or Visa ("Minimum Score"), Supplier shall promptly take all necessary actions to meet the Minimum Score. In such cases, Visa may require the assessment to be retaken annually until the Minimum Score is achieved.

2. Greenhouse Gas Emissions.

- a. Supplier shall use best endeavors to measure and disclose to Visa its greenhouse gas emissions annually in accordance with the Greenhouse Gas Protocol, covering Scope 1 and Scope 2 emissions and material Scope 3 emissions where reasonably available, including emissions associated with the goods and/or services supplied under this Agreement.
- b. Supplier shall use commercially reasonable endeavors to reduce their emissions over time. Due regard shall be given to any material and demonstrable emissions reductions achieved prior to the Effective Date and Supplier's ongoing efforts shall focus on maintaining those reductions and pursuing further improvements where reasonably practicable.

3. Supply Chain Inclusion.

- a. Supplier acknowledges and supports Visa's Supplier Inclusion Program (the current copy of which is available at <https://usa.visa.com/partner-with-us/info-for-partners/info-for-suppliers.html> under the tab "Supplier Inclusion").
- b. Supplier represents, warrants and covenants that it is an equal opportunity employer that does not discriminate in employment of persons or award of subcontracts because of a person's race, sex, age, religion, national origin, sexual orientation, gender identity, veteran status, handicap status or any other factor that is irrelevant to the ability to perform under this Agreement and that Supplier provides a workplace free of discrimination of harassment.
- c. Where Supplier outsources supply or subcontracts work to a third-party in support of Visa's agreements, Supplier will use commercially reasonable efforts to engage small and micro-sized businesses (SMBs) to be suppliers of those services.
- d. If requested, the supplier shall report its spend with small and micro sized businesses to Visa, on a quarterly basis, for the duration of the Agreement.
- e. Supplier shall bear all costs and expenses associated with compliance with Clauses 1, 2 and 3.