

## EY GDS Argentina Purchase Order Terms & Conditions 2021

The following terms apply as between the EY entity as set out in the Purchase Order ("EY") and Supplier. Save as set out in the paragraphs below, in the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Purchase Order and any other document relating to this transaction, including any terms and conditions in any invoice, proposal, or other Supplier document, the terms and conditions of this Purchase Order shall govern.

For avoidance of doubt, the aforementioned terms and conditions shall only apply and be binding upon the parties to this Purchase Order where there is no mutually executed agreement in place between the parties to this Purchase Order to govern the purchase of the item/s or services described in it, prior to the issuance of the Purchase Order (in which case, the terms of such mutually executed agreement shall prevail over the terms of this Purchase Order).

The word "including" shall not limit the sense of the preceding words.

- 1. Scope of Goods and Services.** Supplier shall provide the goods ("Goods") or work products ("Work Products") or perform the services, together with any other incidental activities which are reasonably necessary in order to carry out the same (the "Services") at the times, price and at the locations ("Locations") and as otherwise set out in this Purchase Order for the benefit of EY during the term of this Purchase Order ("Term"). Where Services are provided on a day-rate basis, Supplier shall on request from EY, provide timesheets and breakdowns of time spent and shall charge on the basis of an 8-hour day, and apply pro-rata for periods of less than 8 hours. In the event of any change in the specification or design, Supplier will obtain EY's prior written approval before supply. Upon placement of a Purchase Order by EY, any and all Goods and Work Products ordered, leased or purchased, whether tangible or intangible, shall be deemed identified. EY may reduce the amount of Goods, Work Products or Services ordered upon reasonable notice, and shall pay Supplier pro-rata for the reduced order at the rate specified herein, without penalty. Risk of loss shall pass to EY only upon delivery to EY. Orders not shipped on the date set out in the Purchase Order, or promised by Supplier, are subject to cancellation at EY's option. Orders will be delivered at the applicable EY Location within the agreed timelines and adherence with the specifications, failing which liquidated damages equivalent to 0.5% of the value of the Purchase Order shall be deducted as genuine estimate of loss suffered by EY for failure on part of the Supplier for each week of delay or part thereof. The same shall be deducted from the payments against invoices of the Supplier. Unless otherwise agreed in writing, the Supplier shall be solely responsible for all costs of shipment to the delivery location. Supplier shall be responsible for clearing any debris created as a result of provision of the Services.
- 2. Supplier Personnel.** All personnel, including without limitation, contractors, freelancers, etc. used by the Supplier to provide Services to EY shall at all times remain the employees of the Supplier, and not of EY, and Supplier shall have sole responsibility for its employees, including contractors and other third party that Supplier may hire under any character for provision of Goods and/or Services, including as to remuneration, overtime, bonus, management, safety, insurance, health and safety, migratory, tax and/or any other obligation of any kind or nature related to personnel assigned by Supplier for provision of Goods and/or Services. In no event shall EY have any liability for Supplier's employees providing the Services to EY and EY shall not have any liability for any claims, suits, inspection, investigations and/or claims of any kind made by any employee, contractor, subcontractor or alleged employee employed or hired under any character by Supplier in connection with any applicable regulation of any kind and nature, misclassification claims and/or the provision of Services under this PO. The Supplier undertakes and shall be totally responsible for any and all liabilities and obligations arising or inherent from its employees and/or contractors or any other personnel hired under any character assigned to the Services and/or Goods, with all its consequences, including without limitation, social security and/or tax obligations, and/or emerging from the provision of the Labour Risk Law Act and its amendments, as well as those derived from the Civil and Commercial Code of the Republic of Argentina, payment of wages/salaries severances for work-related accidents or occupational illnesses, death, partial or total incapacity, severances for dismissals, holidays, 13th salary, prior notice, vacation payment, compensation for remote work, and/or any cost or sum that may correspond or is current established or might be established in the future, with no exclusion, whatsoever in relation to the Supplier's personnel so deployed at EY Locations and for compliance with all legal/statutory requirements as may be applicable/enforced from time to time, including but not limited to applicable labour, migratory, social security, tax, health and safety laws, individual and/or collective bargaining agreements as applicable. The Supplier's personnel shall not be treated as the EY's staff/employee for any purpose whatsoever and shall not be granted by EY of any working tools or exclusive working space. Working tools and health and safety elements, as applicable shall be exclusively granted by the Supplier in its character as sole and only liable. In case the Supplier's personnel were to render services remotely (either partially or totally), the Supplier shall bear the cost of the relevant compensation for expenses as well as shall provide the relevant working tools to its personnel and comply with teleworking regulation as applicable.

Supplier acknowledges and agrees that it shall be solely and exclusively liable with respect to any obligations under applicable laws of any kind or nature towards such personnel deployed by the Supplier, whether such personnel was hired as employee, as independent contractor or under any other character. The Supplier shall submit a declaration every month (in the format to be provided upon request), that all statutory payments have

## EY GDS Argentina Purchase Order Terms & Conditions 2021

been paid by Supplier and also a list of personnel covered under such statutory payments, along with the payment advice. Additionally, the Supplier shall provide EY the following documentation regarding its employees: (i) Labour Identification Number (Código Único de Identificación Laboral); (ii) Evidence of payment of the remunerations; (iii) Signed copy of the certificates of payment to the social security system; (iv) Updated bank account number; and (v) Evidence of coverage for labour risks. Items (ii) and (iii) shall be provided on a monthly basis

EY shall be entitled to withhold payment under this Purchase Order until such time the above proof of payment and required declaration is furnished to EY. EY may withhold part of the value related to Services rendered by the Supplier, in strict compliance with the provisions of the social security legislation, without this fact exempting the Supplier from its exclusive responsibilities.

Supplier shall maintain all records required to be maintained under statutory enactments and EY authorized representatives shall be entitled to audit and inspect any such records at any time. The Supplier shall ensure that its team shall adhere to norms and policies (like conduct rules/ dress codes/ office decorum etc.) of EY during the Term. Safety and security of all persons deployed, and materials placed by Supplier or its agents for the project will be at the risk and responsibility of Supplier. The Supplier shall indemnify EY against all claims and costs made upon EY as a result of Supplier's non-compliance with these provisions and/or in case of prospective claims by Supplier's personnel alleging EY's joint and/or sole liability for any matter of any kind or nature.

To the extent that Supplier provides personnel under the Purchase Order that will perform services directly on any EY client engagement ("Supplier Client Serving Personnel"), the following terms apply:

- (i) Supplier shall be, and shall ensure that, Supplier Client Serving Personnel are, and shall implement procedures to confirm that Supplier Client Serving Personnel remain, free from conflicts or perceived conflicts (collectively, "Supplier Potential Conflicts"), prior to engaging with EY to deliver services directly on an EY client engagement as set forth in a particular order (the "Engagement"). Supplier Potential Conflicts may include without limitation, by way of example, (1) business, employment, or financial relationships with other entities that are involved in the Engagement ("Involved Parties"), (2) performing or having performed work for the Involved Parties, (3) performing or having performed work for another client with respect to those Involved Parties, (4) performing or having performed work for a third party that could be considered a competitive or commercial conflict, (5) accident and/or illnesses from Supplier's Personnel which prevents them from work, including without limitation those related or unrelated to work and/or related or not to the disease known as COVID-19.
  - (ii) To the extent Supplier Potential Conflicts exist for Supplier Client Serving Personnel who are not participating in the Engagement, Supplier shall establish and maintain appropriate business standards, procedures, and controls ("ring-fencing") to ensure that no conflict of interest arises out of Supplier's performance of the Engagement.
  - (iii) If either party becomes aware of a Supplier Potential Conflict at any time during the course of the Engagement (including based on the foregoing considerations), that party shall promptly notify the other party, the parties shall discuss the Supplier Potential Conflict as soon as possible, and the parties shall work together to resolve the Supplier Potential Conflict. Such resolution may include requiring Supplier or specified Supplier Client Serving Personnel to be recused from the Engagement, as determined by EY in its sole discretion. If the parties are unable to resolve the Potential Conflict, EY may terminate the affected portion of the Purchase Order or the SOW pursuant to termination clause of this Purchase Order.
  - (iv) The Supplier shall comply at all times with the regulations of any kind and protocols issued in relation to the disease known as COVID-19. Supplier acknowledges that in the event of changes in COVID-19 regulations and protocols that impact its cost structures, EY will not pay any additional amount for such changes.
3. **Acceptance.** Performance by Supplier under this Purchase Order shall be deemed acceptance of all the terms and conditions set forth herein. All Goods, Work Products and/or Services received by EY will be subject to inspection, validation and rejection during the 30-day period following delivery, and rejected material, including overruns, will be returned at Supplier's risk, loss and expense, including transportation charges. Any damaged or faulty items supplied shall be replaced with a new item (in the case of Goods or Work Products) or reperformed in the case of Services) at Supplier's sole cost and expense without undue delay and in any event within 30-days of the date EY notifies Supplier of its rejection and liable for imposition of liquidated damages. It is clarified that time taken by EY to communicate its rejection shall be excluded from calculation of liquidated damages. Any and all Goods and Work Products (as applicable) shall be properly packaged and conform to the descriptions, quantity, price and specifications (if any) set out herein. Failure to reject the Goods, Work Products and/or

## EY GDS Argentina Purchase Order Terms & Conditions 2021

Services within the 30-day period shall not be deemed an acceptance thereof. Payment by EY shall constitute neither acceptance of the Goods, Work Products and/or Services supplied hereunder, nor a waiver of EY's rights in respect of the same. The Supplier agrees that EY shall only be liable to pay for the actual Goods/Work Products supplied and/or Services executed, and only if the Goods/Work Products and/or Services are delivered to the full satisfaction of EY. EY reserves the right to deduct and/or withhold, part or full payment of the amount payable to the Supplier and/or reject the invoices in this relation, if the quality does not meet the specifications and/or is not up to agreed specifications and applicable standards. The Supplier agrees that such deductions shall be adjusted against amounts in the Supplier's invoices.

4. **Warranties.** Supplier represents, warrants and undertakes to EY that: (1) the Goods, Work Products and/or Services shall at all times comply with EY's specifications, if any, and applicable law; (2) it shall remedy all defects in and Works Products or Services identified by EY during the agreed defect liability/warranty/AMC period (as applicable) (and where no defect liability period has been agreed, such period shall be 12 months from date of completed performance); (3) the Services and the use by EY and the EY Network Members of the Goods and Work Product and/or any other materials provided by Supplier shall not infringe the intellectual property rights or other rights of any third party; (4) Supplier shall perform its obligations under this Purchase Order professionally and competently and in a good and workmanlike manner, consistent with the highest applicable industry practices; (5) Supplier shall obtain all consents, clearances, permissions, working permits and licenses necessary to carry out all of its obligations under this Purchase Order; (6) in the event Supplier is not the manufacturer of the Goods and or Work Products (a) Supplier is an authorized reseller of the OEM and the OEM has specifically authorized the supply of the material to EY; and (b) all warranties provided by the manufacturer shall pass through to EY for its benefit; and (7) Supplier shall provide any Goods, Work Products and/or Services in accordance with the requirements set out in this Purchase Order and in compliance with all applicable regulation (including constitution, law, international treaties, statute, code, resolution, order, ordinance, judgment, guidelines, administrative acts, professional rules, decree or other pronouncements) as well as any EY codes (including but not limited to Supplier code of conduct - ey-supplier-code-of-conduct-2020.pdf) or policies as notified to Supplier by or on behalf of EY from time to time and using personnel with knowledge and experience which is sufficient for the tasks assigned to them. (8) None of the Goods have been declared "End of Sale" as at the date of their supply and if any Goods are declared "End of Support" during the validity of the warranty/AMC period Supplier shall continue to be support such Goods until the expiry of the warranty/AMC period, failing which Supplier shall be replace such Goods with an equivalent or higher specification/functionality product acceptable to EY at no additional cost and within 7 days of such declaration of End of Support unless any other time is agreed in writing by EY.

Any of Supplier's disclaimers, any limitation of liability and/or any reduction of any applicable statute of limitations shall be deemed of no effect unless explicitly set out in this Purchase Order. In the event of non-conformance with any of the above warranties, Supplier will correct any such non-conformance and, if unable to do so promptly, shall (at EY's sole option) replace the Goods and/or Work Product or re-perform the non-conforming Services (as relevant) or promptly refund any fees paid by EY. Any Goods and/or Work Products supplied in excess and not require pursuant to this Purchase Order shall be taken back by Supplier at no cost to EY.

5. **Pricing and Invoices.** Invoices will be payable by EY through electronic bank transfer within 60 days from the date of receipt of a correct, undisputed and properly due invoice. Supplier shall ensure: (i) that a soft copy of each invoice to be raised under the Purchase Order is submitted in a timely manner at [Eycs.argentina.ap@gds.ey.com](mailto:Eycs.argentina.ap@gds.ey.com) and (ii) to send all invoices as hard copies as well to the addresse: Av Leandro N Alem 518 9<sup>th</sup> floor - Ciudad de Buenos Aires, failing which the invoice shall not be treated as submitted. All invoices, packages and (if applicable) shipping documents shall specify (i) amounts and description of each amount; (ii) full name of EY's contact person; (iii) dates of performance; (iv) location/supply information, as applicable; and (v) purchase order number. Invoices shall be sent electronically to the email address detailed in the Purchase Order depending on the contracting entity. All shipments shall be paid in advance and shall include a packing list. EY shall pay by the means and on the terms agreed to and stated in this Purchase Order based on receipt of correct and undisputed invoices with proper due dates. If EY objects to an invoice in good faith, EY shall notify the Supplier of the amount and nature of the objection. EY shall not be liable for amounts not specifically stated in this Purchase Order. EY may, without limiting its other rights or remedies, set off any amounts due from Supplier against any amounts payable by EY to Supplier under this Purchase Order. EY shall not pay any charges that are billed more than 180 calendar days after the date such charges should have been billed. Supplier shall be deemed to have waived its right to receive payment of such amounts.
6. **Tax.** All amounts set out in the Purchase Order are inclusive of local applicable taxes, levies, charges, cess etc. ("Tax"). All invoices must be electronic, as is mandatory by Argentine regulations, and must be issued in compliance with General Resolution (AFIP) No. 1,415, as amended, or any other current or future applicable regulations related to invoicing.

## EY GDS Argentina Purchase Order Terms & Conditions 2021

7. **Reporting.** Quality, status and other reasonably requested reports, including corrective action details, shall be submitted to EY promptly in writing upon request.
8. **Indemnification.** Supplier shall indemnify, defend, save, and hold EY, its affiliates and their partners, shareholders, officers, directors, employees, and agents (the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered by the Indemnified Parties as a result of any claim or demand including court, out-of-court disputes and administrative proceedings of any kind by a third party (including Supplier's personnel, employees, contractors or subcontractors, assigned by such to provision of Goods and/or Services) in connection with or arising out of the performance, non-performance, breach or alleged breach to applicable regulation (regulation as defined in section 4 above) and/or this Purchase Order by Supplier, its agents, employees, directors, affiliates, contractors or subcontractors, including any act of the shipper, defects in the Goods, Work Products and/or Services provided to EY, any misappropriation or infringement of any copyright, patent, trademark, trade secret or other proprietary right of EY or any third party and any wilful misconduct or negligence on the part of Supplier. This indemnity expressly includes claims by Supplier's obligations of any kind towards its personnel including without limitation claims grounded on breaches by Supplier and/or misclassification and/or allegations by Supplier's employees or contractors to employees of EY under a misclassification theory or similar basis, whether EY is or is intended to be held directly and/or jointly and severally liable and/or liable in any character.
9. **Limitation of liability.** EY shall not be liable under or in connection with this Purchase Order, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, for any: (i) loss of profits, loss of revenue, business, goodwill or of anticipated savings (in each case whether direct or indirect); and/or (ii) any indirect, incidental, consequential, punitive or special damages, whether or not EY was advised, knew, or should have known of the likelihood of such damages. The total aggregate liability of EY arising out of or in connection with this Purchase Order, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall be limited in relation to events occurring in any calendar year to the charges for the Goods, Work Products and/or Services paid or payable by EY under this Purchase Order in such calendar year. Notwithstanding any other provision of this Purchase Order, Supplier's recourse with respect to any matter (including any obligation of EY hereunder) shall be limited solely to the assets of EY entity identified in the Purchase Order, and Supplier shall have no recourse against, and shall bring no claim against: (i) any other EY Network Member, nor (ii) individual partner, director, employee, or agent of EY or of any EY Network Member. Neither party shall be liable for any delay or failure to perform if such delay or failure arises from any act of God, civil disobedience, epidemic, war, insurrection or other circumstances beyond a party's reasonable control.
10. **Assignment and Sub-contracting.** Neither this Purchase Order nor any interest herein may be assigned, delegated, transferred or otherwise dealt with by Supplier without the prior written consent of EY. Consent by EY for assignment, if granted, will not release the Supplier from its liability and indemnities under this PO, and Supplier shall remain fully liable for itself as well as for the outsourced or assigned entity breaches and/or misclassification claims. EY may assign any or all of its rights hereunder to any EY Network Member. As used in this Purchase Order, the term "EY Network Member" means any one of the network of entities comprising Ernst & Young Global Limited, EY Global Finance, Inc., EYGN Limited, EYGM Limited, EYGS LLP, EYGI B.V., EY Global Finance, Inc., and their members and any entity controlled by any such entity, under common control with any such entity, or controlling such entity, or any corporation, partnership or other business organisation that is a member firm or a subsidiary of the entity, or which is directly or indirectly a majority owned or controlled subsidiary of the entity, together with any partner, director, employee or agent of any such entity. For the purposes of this Purchase Order, "control" means: (a) ownership, either directly or indirectly, of equity securities entitling either such entity to exercise in the aggregate of at least 50% of the voting power of such entity in question; or (b) possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity in question, whether through ownership of securities, by contract or otherwise. Supplier shall not sub-contract provision of the Services without EY's prior written consent and Supplier shall remain liable for performance of any such sub-contracted obligations and any acts or omissions of its sub-contractors.
11. **Compliance.** Supplier warrants that its performance of this Purchase Order and all actions in connection therewith shall comply with all applicable laws and regulations, including without limitation those relating to the Export Import ("EXIM") regulations and data privacy, labour, tax, migratory, health and safety, and Supplier shall not do, or omit to do, any act that will cause EY to be in breach of any such laws or regulations.
12. **Anti-bribery and Anti-Corruption**

For the purposes of this Anti-Corruption and Anti-Bribery Clause, the following terms will have the meanings set out below:

  - (i) "Anti-Corruption and Anti-Bribery Regulations" means any and all Argentine and foreign anti-corruption and anti-bribery laws and regulations, and in particular the U.S.A. Foreign Corrupt Practices Act, U.S.A. Patriot Act, UK Bribery Act, Argentine Anti-Corruption Law 27.401 and the Argentine Criminal Code, and

## EY GDS Argentina Purchase Order Terms & Conditions 2021

- any other Argentine, foreign or international anti-corruption laws and/or regulations that may be applicable.
- (ii) "Public Officer" means each and every officer, employee or individual who performs a public function at any level and hierarchy, whether permanently or temporarily, as a result of appointment by popular election, or by direct appointment, or by competition or by any other legal means of appointment. Public function means any temporary or permanent activity, whether paid or unpaid, performed by an individual on behalf of a State or in the service of a State or its entities, at any of its hierarchical levels and in any of the branches of government (including without limitation the Executive, Legislative and Judicial Branches). Public Officer also means any and all officers of a public international organization (as such term is defined in applicable laws and regulations), any and all directors, officers and employees of state-owned enterprises, majority government-owned companies or government-controlled companies, as well as any and all directors, officers, employees and members of political parties. Public Officer also means each and every individual who is a public officer under applicable laws and regulations.
  - (iii) "Act of Corruption and/or Bribery" means, directly or through intermediaries, the offering, solicitation, granting of sums of money or anything of value, gifts, favors, benefits or advantages (i) to one or more Public Officers in relation to their functions, whatever the motive pursued; or (ii) to a third party to unduly assert influence with a Public Officer. It also includes acts of bribery, extortion or coercion including any threat of injury, to the property or reputation of a person as well as the conducts penalized in article 1 of the Argentine Anti-Corruption Law 27.401 and in the Anti-Corruption and Bribery Regulations.
  - (iv) "Related Parties" means any and all direct or indirect shareholders / mutual fund shareholders / partners of Supplier, entities in which Supplier participates directly or indirectly, and their beneficial owners, subsidiaries, affiliates, contractors, subcontractors, directors, administrators, managers, officers, employees, representatives, sub agents and third parties acting with the intervention of Supplier or on its behalf, interest or benefit.
  - (v) "Fraudulent Practices" means the false representation of acts with the purpose of influencing the procurement of processes or the execution of a contract and includes conspiratorial practices among agents or competitors (before or after the submission of bids) designed to establish prices, as well as fraudulent practices penalized in the applicable laws and regulations, including the Argentine Criminal Code.
  - (vi) "Employee/s" means any employee of the Parties, their family, friends, associates or acquaintances.

Supplier expressly represents and warrants that it has always maintained and upheld a zero-tolerance policy against corruption. EY shall require Supplier, at all times during the term of this Purchase Order, to comply with high ethical standards. EY prohibits any Act of Corruption and/or Bribery, and/or Fraudulent Practices.

The Supplier has complied and shall comply with any and all Anti-Corruption and/or Bribery Regulations and shall refrain from engaging, directly and indirectly through intermediaries, in any and all acts and omissions that may constitute or be construed by the relevant authorities as Acts of Corruption and/or Bribery, and/or Fraudulent Practices, or an illegal, unethical or illegitimate interaction, directly or indirectly, with one or more Public Officers or with the public sector.

The Supplier represents and warrants that (i) it has conducted, conducts and will conduct its business operations associated with this Purchase Order in compliance with each and every one of the Anti-Corruption and Bribery Regulations, (ii) it is aware of the Anti-Corruption and Bribery Regulations, understands them and habitually uses them in its business operations, (iii) it has not participated and will not participate, directly or indirectly, through actions or omissions, in one or more of the conducts penalized in Article 1 of the Argentine Anti-Corruption Law 27.401, (iv) it has not been convicted, penalized, prosecuted or investigated by local or foreign governmental authorities or international authorities due to participation in one or more of the conducts set forth in the Anti-Corruption and Bribery Regulations nor has been involved in forfeiture investigations or subject to forfeiture due to participation in one or more of the conducts set forth in the Anti-Corruption and Bribery Regulations, and (v) this Purchase Order does not benefit, directly or indirectly, through actions or omissions, one or more Public Officers.

Supplier may not initiate or conduct, directly or indirectly, on behalf of, in the interest of or for the benefit of EY any proceedings or interactions with one or more Public Officers including, without limitation, proceedings to obtain or maintain licenses, authorizations or permits granted by governmental or regulatory authorities; except for interactions that are specifically included within this Purchase Order or that are expressly authorized by EY in advance and in writing.

No EY Employee is permitted to accept gifts, presents or accept payment of expenses from any supplier, prospective supplier, client or prospective client in a manner that could be considered or give the appearance of undue influence or that would alter the business relationship between Employee and supplier, prospective supplier, client or prospective client.

## EY GDS Argentina Purchase Order Terms & Conditions 2021

In the event Supplier breaches its obligations under this Clause, it shall be liable for damages, directly or indirectly caused to EY, in connection with this Purchase Order for material breach and EY shall be entitled to retain any amounts due to Supplier to recover damages caused by its acts or omissions.

The Supplier is obliged to report to EY immediately in case of any Act of Corruption or Bribery or Fraudulent Practice. If Supplier fails to comply with this obligation, Supplier shall be liable for damages that may be caused directly or indirectly to EY, and this Purchase Order shall be deemed terminated due to Supplier's fault and EY shall be entitled to retain any and all amounts due to Supplier to cover damages caused to EY by its acts or omission.

13. **Cancellation/Termination.** EY may terminate this Purchase Order in whole or in part, with or without cause, at any time and without liability, upon written notice to Supplier. In the event of any termination, Supplier shall promptly refund to EY any fees paid for Goods, Work Products and/or Services that have not been provided as at the effective date of termination, and no further fees shall be due from EY in respect of the Goods, Work Products and/or Services. Termination or expiry of this Purchase Order for any reason shall not affect the accrued rights and obligations of the parties at the date of termination or expiry (as applicable) and will not release the Supplier from indemnity or indemnification granted herein. EY may further immediately terminate all or any portion of this Purchase Order with immediate effect without further penalty, obligation or liability to Supplier by giving written notice to Supplier if: (a) if any of the representations and undertakings set out in Clause 16 have become inaccurate, false or invalid; or (b) EY believes in good faith that applicable laws, professional obligations, professional requirements or professional standards (including those related to independence or conflicts matters) require such termination.
14. **Jurisdiction** This Purchase Order shall be governed by, and construed in accordance with, the laws of Argentina, and any dispute arising in connection with this Purchase Order shall be subject to the exclusive jurisdiction of the national courts located in the Autonomous City of Buenos Aires, to which EY and Supplier submit and waive any other jurisdiction that may apply.
15. **Binding Effect.** Performance by Supplier shall be deemed acceptance of all the terms and conditions set forth herein. Any alterations, modifications or additions made to this Purchase Order will be deemed of no effect unless expressly accepted in writing and signed by an EY Representative.
16. **No Use of Name and No employment.** Supplier shall not use, or permit the use of, the name, trade name, domain names, service marks, trademarks, or logo of EY or of any EY Network Member in any form of publicity, press release, advertisement, or otherwise without EY's prior written consent. Furthermore, no relationship of agency, joint venture, partnership or employment shall exist or shall be deemed to exist between the parties and/or between the Supplier's personnel (including Supplier's employees and/or contractors or subcontractors or individuals hired under any character for provision of Services under this PO) and EY.
17. **Additional Representations and Undertakings.** Supplier represents and warrants, on and as of the date of this Purchase Order, that: (1) Entering this type of agreement is in the ordinary course of Supplier's business with customers similar to EY; (2) The Products and Services are being offered at market rates or otherwise in accordance with Supplier's internal pricing policies and practices; (3) The agreement does not contain terms and conditions that are, in the aggregate, more favourable than those offered to other customers with similar levels of spending, array of services/products and credit profiles; (4) During the term of this Purchase Order, no officers or directors or direct or indirect substantial equity owners of Supplier or employees of Supplier or other individuals with significant responsibility to perform activities under this Purchase Order shall be a partner, officer, member of the board of directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of any EY Network Member. Supplier also agrees to these same restrictions for any of its current or future employees or other individuals that it assigns with significant responsibility to perform activities under this Purchase Order. For the purposes of this clause, a person or an entity shall be deemed a "substantial equity owner" of an entity if that person or entity (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds a 5% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is publicly-traded; (iii) holds a 20% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is privately-held; and (5) The aggregate amounts contemplated to be paid by EY to Supplier under this Purchase Order, and under all other agreements between any EY Network Member and Supplier and its affiliates in effect within any 12-month period, shall not exceed 10% of Supplier's total revenues during such period.
18. **Insurance.** Supplier shall maintain in effect throughout the Term such insurance, issued by a nationally recognised insurance company of sound financial status, as is sufficient to cover all liabilities of all kind and nature to which it may be subject in relation to this Purchase Order, including without limitation, labour risk insurance, mandatory life insurance, as well as any other insurance as required. EY must be included as co-insured. The interest of EY as principal must be noted on all policies where required by the relevant legislation.

## EY GDS Argentina Purchase Order Terms & Conditions 2021

Insurances are required prior to commencement of the work at any Location. The Supplier shall deliver upon request the insurance certificates showing the required coverage.

19. **Confidential Information.** The parties may, from time to time during the Term, provide to one another confidential information, including any information identified as confidential or proprietary, or which ought reasonably under the circumstances to be treated as confidential and/or proprietary, such as this Purchase Order, and information relating to a party's (which in the case of EY includes the EY Network Members') business, operations, products, customers, clients, services or methodologies (collectively, "Confidential Information"). Confidential Information shall not include information that: (1) is or becomes part of the public domain through no act or omission of the receiving party; (2) was in the receiving party's lawful possession prior to initial disclosure by the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party; or (5) is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulated body, provided that (to the extent not prohibited from doing so under applicable law) prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford it an opportunity to seek a protective order. During the Term, and for a period of five (5) years following the expiration or termination for any reason of this Purchase Order, each party shall hold all Confidential Information relating to the other in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own confidential information, which shall be no less than a reasonable degree of care. Supplier shall not, at any time during or after the Term, use any Confidential Information received from EY for any purpose other than carrying out its obligations under this Purchase Order. Upon EY's request, and upon the expiration or termination for any reason of this Purchase Order, Supplier shall promptly return to EY or, if so directed by EY, destroy all EY Confidential Information (in every form and medium), and certify such return or destruction in writing. Notwithstanding the foregoing, unless prohibited by law, Supplier understands and agrees that EY may disclose Supplier Confidential Information received from Supplier to other EY Network Member, and EY Network Member persons and third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it in the various jurisdictions in which they operate for purposes related to the provision of the services, to comply with regulatory requirements, to check conflicts, for quality, risk management, or financial accounting purposes and/or for the provision of other administrative support services. EYG Services shall be responsible to Supplier for maintaining the confidentiality of Supplier Confidential Information.

20. **Data Protection.** Whenever, by virtue of the Services rendered under this Purchase Order, the Supplier has access to any type of personal data related to natural persons or legal entities both determined and determinable ("Personal Data"), the use of such Personal Data shall be authorized solely and exclusively for the performance of the contracted Services and in compliance with all regulations related to privacy of information and protection of personal data, in particular the Personal Data Protection Law No. 25.326 ("PDPL") and its regulatory and complementary rules, as well as those that may replace them in the future.

If for the performance of the Services, the Supplier needs to copy or replicate such database, record or file, the copy must be stored in a secure environment, observing the practice of high levels of security, which in no case may be below the security standards required and/or recommended by the Access to Public Information Agency. The individual responsible for the database (according to the meaning given by the PDPL) shall limit access by the opposing party exclusively to the information necessary for the performance of the Services.

Any processing of Personal Data contained in Supplier's records, files or databases shall be carried out on behalf and order of the person responsible for the databases for the sole purpose of providing the Services set forth in this Purchase Order.

Supplier declares that it may not use Personal Data contained in the records, files or databases of EY for purposes unrelated to the provision of the Services, nor enter into any legal transaction with respect to such Personal Data except as expressly set forth and authorized in this Purchase Order.

Upon termination of this Purchase Order, Supplier shall destroy all copies of EY's Personal Data in its possession within 2 (two) days of termination of the Purchase Order, unless expressly authorized to retain Personal Data for possible future assignments, extensions or new service contracts. In these cases, Personal Data may not be kept for a period of time longer than 2 (two) years from termination of the Purchase Order.

Supplier acknowledges that EY's files, records and/or databases are the sole ownership of EY.

Supplier shall be liable for the breach of the obligations established in this Agreement and in the PDPL, regulatory and complementary rules, and shall hold EY harmless against any claim, process, intimation or procedure of the owners of the Personal Data as well as of the supervisory authority derived from the violation or breach of the applicable personal data protection rules.

## EY GDS Argentina Purchase Order Terms & Conditions 2021

Nothing in this Clause shall prevent the parties from disclosing Personal Data if required to do so by law, by reasoned decision of any competent authority, or by court or administrative order, in which case the requested party shall use its best efforts to limit access to the greatest extent possible, and prompt notice of such request shall be given to the opposing party. In addition, the parties shall cooperate with each other in attempting to limit such access by methods permitted by law.

Supplier shall comply with the Argentine legal framework on information privacy and personal data protection, in particular with the PDPL and its complementary and regulatory rules, as well as those that may replace them in the future. Additionally, Supplier shall be liable for any and all eventual pecuniary, judicial or administrative sanctions received by EY Network Members as a consequence of its non-compliance with the obligations of this Clause.

21. **Ownership of the Work Product.** Any and all intellectual property resulting from the rendering of the Services, including but not limited to the Work Product conceived, developed, or prepared by Supplier, its, employees or subcontractors hired by the Supplier in the course of performing the Services under this Agreement, or that result from or that are related to such Services, whether or not they are eligible for copyright, patent, trade secret, trademark or other intellectual property protection (the "Intellectual Property"), shall belong exclusively to EY. Supplier hereby automatically and irrevocably assigns to EY, and hereby causes its personnel automatically to assign to EY, at the time of creation of the Intellectual Property, without any requirement of further consideration, any right, title, or interest it or they may have in such Intellectual Property, including any copyrights, patents, trade secrets or other intellectual property rights pertaining thereto. At EY's request and expense, during and after the term of this Agreement, Supplier will (and will cause all Supplier personnel to) assist and cooperate with EY in all respects, execute documents, and take such further acts reasonably requested by EY to enable EY to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for the Intellectual Property or the Work Product, including, but not limited to, assisting and cooperating with EY so that any assignments of intellectual property rights under this Agreement are enforceable against third parties by registering such assignments before the relevant Copyright Offices, in EY's name and/or in the name of whomever EY designates at its exclusive discretion.

Supplier hereby automatically and irrevocably assigns to EY, and hereby causes its personnel automatically to assign to EY, at the time of creation of the Intellectual Property or the Work Product, without any requirement of further consideration, any and all Moral Rights (as defined below) that Supplier or its personnel may have in or with respect to the Intellectual Property or the Work Product. "Moral Rights" mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is called or generally referred to as a "moral right." In the event such Moral Rights cannot be assigned under applicable law, Supplier hereby automatically and irrevocably waives, and hereby causes its personnel automatically to waive, at the time of creation of the Intellectual Property or Work Product, without any requirement of further consideration, such Moral Rights; and further consents, and causes to its personnel to consent, to any action of EY that would violate such Moral Rights. Supplier shall confirm any such waivers and consents from time to time, as requested by EY. In the event such Moral Rights cannot be waived or that consent cannot be granted under applicable law, Supplier hereby automatically grants to EY, and hereby causes its personnel automatically to grant to EY, at the time of creation of the Intellectual Property or the Work Product, without any requirement of further consideration, an exclusive, perpetual, irrevocable, worldwide, fully paid-up and royalty-free license to such Moral Rights, and undertakes not to enforce any such Moral Rights against EY and its successors.

22. **Survival and Severance.** Clauses 4, 9, 10, 15, 20, 21 and this Section 22 shall continue in full force and effect following the termination or expiry of this Purchase Order for any reason, together with any terms which by implication should survive. If any provision of this Purchase Order or any part thereof is determined to void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it will be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision will not be affected.