



EY GCO POLICY FOR ARMENIA AND CIS CLUSTER WITH RESPECT TO THE CONCLUSION OF CONTRACTS WITH VENDORS (The Vendor Policy)

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1. OBJECTIVE

- 1.1. The objective of this Policy is to help minimize legal risks to the EY Member Firms in CIS (each of which is individually referred to as “the Company” or “EY”) related to the contracts with vendors.
- 1.2. This Policy establishes basic rules, which should be observed by EY personnel in process of review, agreeing, signing, registration and safekeeping of contracts with vendors, and sets out the principles of interactions of the client-serving teams and business support functions with the EY local country General Counsel’s Office (GCO) in course of vendor contracting process.

2. APPLICATION

- 2.1. This Policy is applicable to contracts on acquisition of goods, services, information or intellectual property rights by the Company, including lease contracts, as well as other contracts concluded for the purposes of internal consumption by EY (hereinafter the “vendor contracts” or “contracts”). The Policy also applies to contracts that are concluded for the purpose of further use in provision of services to EY clients, but not for specific Client or Clients in specific engagement(s). The latter is covered by the policies related to subcontracting.
- 2.2. All EY CIS personnel should be familiar and comply with the requirements of this Policy.

3. VENDOR DUE DILIGENCE

- 3.1. Subject to respective functional procurement rules, EY employee in charge of purchasing of certain goods and services and interactions with respective vendors (hereinafter - the “**Contract Manager**¹”) shall be responsible for prudent vendor selection. The Procurement functions must be involved in line with the relevant Procurement policies, which may cover the vendor selection process and respective competitive procedures.

¹ To be determined on the functional level in accordance with the respective function’s rules. The term “manager” is used notionally and does not imply that a person responsible for a vendor contract must be of Assistant Director level or above.



- 3.2. When a specific vendor (the “Vendor”) has been selected, the Contract Manager shall be responsible for execution of vendor due diligence process (including, but not exclusively independence, anti-bribery and corruption and data privacy risks).
- 3.3. Contract Manager is responsible for vendor verification with respect to the legal capacity to conduct business operations (possession of a legal entity or individual entrepreneur status, carrying the license to a respective activity or membership in a self-regulating organization as required in the legislation, etc.) If need be, the Contract Manager is entitled to seek GCO advice as to Vendor’s legal capacity.
- 3.4. Prior to arranging for signing a contract on behalf of the Company, the Contract Manager should request from the Vendor copies of the documents² specified in Appendix 2 hereto. The Contract Manager should review the documents received and assess the Vendor’s capacity with respect to specific contract. If the Contract Manager has doubts with respect to supplied documents, he/she should seek GCO advice. The foregoing documents shall be kept by the Contract Manager and must be available upon request of GCO, Finance or Procurement.

4. CONSULTATIONS WITH GCO³

- 4.1. Contract Manager is responsible for reviewing the vendor contract from business perspective and updating its commercial terms. The vendor contract should clearly document:
 - (a) vendor’s name and other data such as its legal form, address, state and tax registration, banking details, the name of contract signatory and the legal basis of his/her authority, etc.;
 - (b) detailed description of the scope of the acquired services/quality and quantity of the goods to be ordered;
 - (c) the contract value and settlement procedure;
 - (d) the deadline / schedule for performance of vendor’s obligations and/or the effective term of the contract;
 - (e) other specific provisions related to the contract (if the Risk Management function has developed such provisions and qualified them as mandatory for such type of contracts).
- 4.2. The EY Terms of Business (further referred to as “TOB”, as attached in Appendix 1, which may be translated into local languages and customized as needed locally) must be enclosed to all vendor contracts. EY Member Firms may consider placing the TOB (customized for their respective countries, if necessary) on a website, in which case the TOB shall be included into the vendor contract by reference to such website

² Normally scanned copies should be sufficient unless stricter rules are set by your country Member Firm. Subject to your local GCO requirements, for vendor Contracts with the value over USD 50 000 it is recommended to obtain duly verified paper-based copies.

³ The GCO is understood as local (Country) GCO unless specified otherwise

substantially as follows: ***"This contract is subject to the EY Terms of Business, which are available at: [link]. In case of any discrepancies between the provisions of this contract and the EY Terms of Business the latter shall prevail."*** An otherwise case (i.e. where the contract prevails over the EY Terms of Business) shall be agreed with GCO.

- 4.3. In the event the vendor accepts the TOB, the contract must explicitly indicate that the TOB shall prevail over any conflicting terms of the contract or the vendor's own General Terms and Conditions, as the case may be. An otherwise case shall be agreed with GCO.
- 4.4. Subject to clause 4.6 below, GCO review of a vendor contract that includes the TOB without any modification (i) either by a separate appendix or (ii) by incorporating its terms into the contract by reference, is not required.
- 4.5. Any modification to the provisions of the TOB for vendor contracts with contract value over USD 10,000⁴ must be consulted with the GCO. The result of the consultation must be documented by the Contract Manager in accordance with respective function's practices. Subject to clause 4.6 below, modification to the provisions of the TOB for vendor contracts with contract value below EUR 10,000 does not require consultations with the GCO and can be made at the Contract Manager's reasonable discretion.
- 4.6. The following categories of vendor contracts require GCO review irrespective of contract value even in case the Vendor accepts TOB without any modification:
- ✓ lease contracts for office space;
 - ✓ credit arrangements with financial institutions (e.g. bank facilities);
 - ✓ contracts where EY agrees to exclusively purchase services/goods from a single supplier;
 - ✓ contracts for telecommunication or IT services;
 - ✓ contracts related to intellectual property rights (IPR), including trademarks or logos (e.g those which involve the use by a third party of the EY name or logo, or other joint marketing arrangements) and rights in software;
 - ✓ contracts for Document Retention Services;
 - ✓ other contracts which due to their unusual scope or other provisions have the potential to materially impact EY's finances, operations or reputation.
- 4.7. Notwithstanding anything to the contrary in causes 4.4, 4.5, any changes to the Independence language (clauses 24-28) in the TOB require consultation with the CIS Cluster Independence team⁵. Independence language must be included into any vendor contract.

⁴ For frame contracts the contract value is calculated for the whole term of the frame contract.

⁵ At present – Olga Moskaleva, Victoria Mikhalyova



4.8. If the vendor does not challenge the TOB, the final decision on execution of the vendor contract is made by the Contract Manager.

5. GCO REVIEW

5.1. In case GCO consultation is required, the vendor contract should be provided to the GCO in electronic format allowing to make amendments and add comments to the text of the contract (Word format).

5.2. Vendor contract should be provided to the GCO for consideration after:

- the adoption of a decision on the need to conclude such contract by the Contract Manager;
- the coordination of the main commercial terms of a contract with Vendor.

5.3. Contract is provided for review to the GCO lawyer responsible for vendor contracts and in his/her absence - to their substitute. Contact information of the lawyer responsible for vendor relations or their substitute is available at the [GCO sharepoint site](#).

5.4. As a rule, GCO lawyer will provide their comments to the contract within 16 working hours after its receipt by the GCO. In the event of a repeated review the lawyer will provide his/her comments within 8 working hours. The deadlines specified in this clause are not applicable either to contracts that are not standard to Company's operations or to the particularly complex transaction, e.g. long-term lease of commercial space.

5.5. The GCO review is limited to detecting significant legal liability risks for the Company (except the risks ensuing from the noncompliance with the tax legislation, legislation on foreign exchange control, legislation on accounting which are subject to the review and assessment by the Finance function, where applicable).

5.6. GCO is not required to review the commercial terms of the vendor contract, however, GCO may comment on them based on their knowledge of market practice.

5.7. If revisions or alternative wording is required in a bi-lingual contract, GCO suggests an alternative wording of the provisions under review only in the prevailing language of the contract.

5.8. GCO suggests their comments to the Contract Manager. GCO specially marks the comments intended for EY staff's internal use only. The contract with the comments for internal use may be sent to the vendor only after such comments have been addressed by the Contract Manager or deleted or edited.

5.9. GCO discusses their comments directly with the Contract Manager. Their participation in negotiations with vendor is required only if the vendor's lawyer is also present at such negotiations.

5.10. Contract Manager drafts the final version of the contract and, for bi-lingual contracts, organizes its translation to the second language of the contract. The final review of the



contract is not provided by GCO and not required. It is the responsibility of the Contract Manager to make sure that all GCO comments have been addressed.

- 5.11. In case of deadlock in negotiations with vendor on specific legal terms, the Contract Manager is entitled to make decision on entering into the contract subject to approval by their respective supervisor.
- 5.12. Contract Manager is responsible for drafting the appendices, additions and other agreements related to the contract. The procedure for contract review with the GCO is also applicable to the review of appendices, additions and other agreements related to the contract.

6. REGISTRATION IN THE CAD

- 6.1. Prior to the signing all vendor contracts must undergo the review procedure and registration in the Contract Authorization Database (CAD) in accordance with EY established procedures (see the Policy of the General Counsel's Office with respect to contract registration, use of the Contract Authorization Database and the safekeeping of contracts - GCOP6).
- 6.2. Prior to the submission of a contract for coordination to the CAD the Contract Manager is obliged to inform the GCO about all the comments that are not accounted in the final version.
- 6.3. The required approvals must be attached to CAD form
- 6.4. It is prohibited to sign the vendor contract on behalf of EY before obtaining the full set of approvals in the CAD.

7. SIGNING OF CONTRACT

- 7.1. The signing of a contract on behalf of the Company is allowable only after its approval in the CAD.
- 7.2. Contract Manager coordinates the execution of the vendor contract with authorized representative of relevant EY firm. As a rule, EY signs first. If the vendor signs the contract first, it is the responsibility of the Contract Manager to make sure that no further changes are made to the text by the vendor.
- 7.3. Contract Manager must ensure that the signatory on behalf of the vendor is duly authorized for that:
 - As a rule, the contract should be signed by the Vendor's director acting pursuant to Vendor's articles of association. The appointment of the director is to be confirmed by the respective minutes on appointment or extract from the relevant trade registrar. Any other person may sign a contract on behalf of the vendor only on the basis of a power of attorney duly issued by the director. A copy of the power of attorney attested to by the vendor must be obtained (see Appendix 2). In some cases apostille may be required.



If the Contract Manager has doubts as to whether vendor's representative has sufficient authority to sign the contract on the basis of supplied documents, he/she should consult GCO.

- 7.4. The authority to sign vendor contracts on behalf of the Company is determined in accordance with the local matrix for delegation of authorities, please see the Policy of the General Counsel's Office with respect to powers of attorney - GCOP4. If in doubt, please contact local GCO.

8. NOTARIAL CERTIFICATION AND STATE REGISTRATION⁶

- 8.1. If need be, the GCO organizes the notarial certification of a contract in Moscow while the notarial certification outside Moscow is organized by the Contract Manager.
- 8.2. If there is a requirement of state registration of any vendor contract whereby the responsibility for such registration is on the Company, the registration of contract in Moscow is organized by the GCO and outside Moscow - by the Contract Manager.

9. SAFEKEEPING⁷

- 9.1. After the signing of a contract by the vendor and the Company one original copy is provided to the GCO for safekeeping in accordance with EY established procedures (see the Policy of the General Counsel's Office with respect to contract registration, use of the Contract Authorization Database and the safekeeping of contracts - GCOP6). Documents collected from vendor pursuant to requirements stipulated herein should be supplied to the GCO together with an original copy of the contract.

10. ACCEPTANCE ACTS (CONSIGNMENTS)

- 10.1. Acceptance acts (consignments in the event of acquisition of goods) must be signed for all vendor contracts. Contract Manager is required to provide one copy of the signed acceptance act to the Finance function.

11. PERFORMANCE CRITERIA

- 11.1. Vendor contracts are to be coordinated, signed, registered and stored pursuant to the provisions hereof.
- 11.2. Absence of the conflicts of interests in legal terms and the related losses for the Company related to the noncompliance with requirements hereof is expected.

⁶ Company's offices in the CIS are entitled to establish alternative procedures for the notarial certification and state registration of contracts.

⁷ Company's offices in the CIS are entitled to establish alternative procedures for the safekeeping of contracts, in particular, in Company's offices in Ukraine and Kazakhstan the respective finance divisions are charged with the safekeeping of vendor contracts, whereas in Belarus the foregoing function is performed by the Office Assistant.



12. RESPONSIBILITY

- 12.1. GCO members are responsible for the compliance with requirements hereof and the provision of relevant legal support to the EY personnel in accordance with the deadlines and requirements stipulated herein.
- 12.2. All EY personnel are responsible for the compliance with requirements hereof as they relate to their operations.



ANNEX 1
TO THE EY GCO POLICY FOR ARMENIA AND CIS CLUSTER
WITH RESPECT TO THE CONCLUSION OF CONTRACTS WITH VENDORS

EY TERMS OF BUSINESS

Appendix 1
To the Agreement, ## dated DD
("Agreement")

TERMS OF BUSINESS FOR VENDORS

The following terms and conditions ("**Terms of Business**") shall apply to any purchase of goods or services (hereinafter together referred to as "**Services**")⁸ for its own needs⁹ by an EY Member Firm in Armenia (hereinafter referred to as "EY") from a third party vendor ("**Vendor**") under the agreement between EY and the Vendor ("**Agreement**") where reference is made to these Terms.

EY's Relationship with Vendor

1. Vendor agrees to provide the Services with professional care and at a level of quality equal or greater than the industry standard. Besides, EY promotes and expects the application of high legal, ethical, environmental and employee-related standards within our own business and among our Vendors.
2. EY is a member of the global network of EY firms ("**EY Firms**"), each of which is a separate legal entity.
3. In performing the Services under the Agreement, Vendor represents the following:
 - i. Vendor complies with all applicable laws, rules and regulations, including but not limited to applicable foreign or domestic anti-bribery laws and regulations; adheres to the values expressed in the EY Code of Conduct, a copy of which may be found at www.ey.com; and causes its employees, agents and sub-contractors (if any) (collectively "Vendor's Agents") to comply with the stipulated requirements.
 - ii. Vendor pays all taxes and fees in accordance with applicable legislation and maintains and timely submits its tax and other mandatory reporting to relevant state authorities. The Vendor shall not have material tax arrears.
4. Vendor shall maintain all licenses and/or other authorizations legally required for providing the Services in accordance with the Agreement and the applicable law.
5. Vendor will provide the Services to EY as an independent contractor and not as an EY's employee, agent, partner or joint venturer. Neither Vendor nor EY has any right, power or authority to bind the other in any way other than by a written agreement.
6. Vendor is contracted to do the Services on a non-exclusive basis. EY may order services of the same or similar nature from any third party at its discretion.
7. Vendor may (further) engage subcontractors for the provision of the part of the Services only subject to EY's express prior written consent. Nevertheless, Vendor alone shall be responsible to EY for the performance of the Services and its other obligations under the Agreement.
8. All information provided by Vendor or on its behalf will be accurate and complete in all material aspects. The provision of the Services, including the information, to EY will not infringe any copyright, intellectual property right or other third-party rights.
9. Vendor shall keep appropriate records of the Services (e.g., time sheets, evidence of services performed, invoices for expenses, etc.) and shall allow EY to review them upon request.

⁸ In these Terms, the provisions applicable to the provision of the Services also apply to the supply of goods.

⁹ As opposed to purchasing services for the purpose of transferring their results to EY customers as part of EY's service deliverables.



Representations and Warranties

10. Each Party represents to the other Party that:

- (i) entering into the Agreement does not contradict the laws, rules, internal regulations and policies of the relevant Party or court decisions
- (ii) the Party has obtained any permits or approval required for executing the Agreement under the applicable law
- (iii) the Party is not insolvent or bankrupt, or in the process of liquidation; its property (in part material to the provision of Services) is not seized; its activities are not suspended
- (iv) the person executing the Agreement on behalf of each Party has the legal right and full power and authority to conclude and perform the Agreement, which when executed shall constitute a valid and binding obligation on that Party.

11. The representations and warranties above are essential for each Party in deciding to enter into the Agreement, and each Party shall rely on representations of the other Party. The Party shall be liable to the other Party for damages arising out of the other Party's false representations.

Confidentiality

12. Except as otherwise permitted by the Agreement or required under applicable law, Vendor shall not disclose non-public information related to the EY Firms, or their respective business or operations, including, but not limited to information belonging to an EY Firm client or contractor ("**EY Confidential Information**") to any third party. In addition, Vendor shall limit the disclosure of the EY Confidential Information to those of its personnel who reasonably require access to such data for the purposes of performing Vendor's obligations under the Agreement. Vendor shall not use any EY Confidential Information for any purpose other than performing its obligations under the Agreement.

13. The provisions of Section 12 shall survive termination of the Agreement for a period of 7 (seven) years, if a longer period is not provided for by the Agreement.

Data Privacy

14. Subject to the applicable law, EY may provide information provided by the Vendor to other EY Firms, EY's or EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees (the "EY Persons") and external service providers of EY, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise control or process it (collectively "Process") in various jurisdictions, in which they operate, for purposes related to:

- (i) the Services
- (ii) complying with regulatory and legal obligations to which an EY Firm is subject
- (iii) conflict checking
- (iv) risk management and quality reviews; or for
- (v) EY's internal financial accounting, information technology and other administrative support services

(collectively, "**Processing Purposes**").

15. For the Processing Purposes referred to in the section above, Vendor delegates to EY the Processing of Vendor's information pertaining to directly or indirectly identified or identifiable natural persons (hereinafter – "**Personal Data**"), including: accumulating, recording, systematizing, registering, archiving, specifying (updating, changing), retrieving, using, transmitting (disclosing, granting access), sanitizing, blocking, deleting and liquidating Personal Data. Vendor's delegation shall apply to transmission of Personal Data to the persons specified in section 14 to the extent that such transfer of Personal Data is necessary for Processing Purposes. EY is entitled to transfer Personal Data to the territory of foreign states in which EY or other EY Firms operate (EY office locations are listed at www.ey.com), including foreign states which are not parties to the Council of Europe's Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data. The Vendor is either obliged to notify the natural person whose Personal Data is Processed about the



Processing of his/her Personal Data by EY, or to ensure that only information free from Personal Data is provided to EY. EY shall keep all Personal Data confidential and shall implement appropriate technical and organization security measures in accordance with the requirements of applicable legislation in the area of Personal Data protection. EY shall require any person listed in section 14 that Processes Personal Data on behalf of EY to adhere to these requirements.

16. For the purposes of the Agreement, EY may also provide to Vendor information pertaining to individuals – subjects of Personal Data (“EY Personal Data”). Vendor is allowed to process the EY Personal Data solely for the purposes of the Agreement, including accumulation, systematizing, registering, archiving, retrieval, sanitation, deleting and liquidation of Personal Data. Vendor shall ensure confidentiality and provide safety of EY Personal Data at the time of processing according to the requirements of the effective legislation in the area of Personal Data protection and take all necessary physical, technical and organizational security measures appropriate to the risks presented by the processing of EY Personal Data for the purposes of protecting such data from unauthorized access and processing it (including use, disclosure, destruction and alteration).
17. Vendor shall notify EY immediately after becoming aware of a personal data breach (meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, EY Personal Data transmitted, stored or otherwise processed) and keep EY informed of any related developments. The notification to EY shall include at least: (i) the nature of the breach; (ii) the data categories impacted; (iii) the identified and potential consequences of the breach and (iv) the measures Vendor takes to mitigate the consequences of the breach. Vendor shall take all possible measures necessary to mitigate the (potential) damage resulting from the breach. At the request of EY, the Vendor shall provide all additional information with regard to the breach and will assist EY in notifying the breach to a supervisory authority and/or the data subjects concerned.
18. Vendor shall cease processing and delete EY Personal Data within 3 (three) working days after the termination of the Agreement for whatever reason.
19. – 23. [intentionally left blank]

Independence of the Vendor

24. As at the date of the Agreement, Vendor represents that:
 - (i) entering into this type of agreement is in the ordinary course of the Vendor’s business with customers, similar to EY;
 - (ii) the Services are being offered for purchase at market rates or otherwise in accordance with the Vendor’s internal pricing policies and practices;
 - (iii) the Agreement does not contain terms that are, in the aggregate, more favorable than those being offered by the Vendor to other buyers with similar levels of spending, array of services/products and credit profiles.
25. During the term of the Agreement, neither the Vendor (where the Vendor is an individual) nor any of Vendor’s directors, officers, or direct or indirect substantial equity owners or employees of Vendor (where the Vendor is a legal person) and none of the individuals with significant responsibility for providing services to EY 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 an EY Firm. Where Vendor is a legal person, Vendor 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 Agreement. For the purposes of this section, a person or entity shall be deemed a "substantial equity owner" of an entity if he/she or it (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds five percent (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 the latter is publicly traded; (iii) holds a twenty percent (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 the latter is privately held.



26. Vendor represents and warrants that the aggregate amounts contemplated to be paid to the Vendor by EY under the Agreement, and under all other agreements between any EY Firm and the Vendor its affiliates in effect within any 12 month period, shall not exceed 5% of the Vendor's total revenues during such period.
27. Vendor agrees to advise EY immediately of any change in fact that could render any of the Vendor's representations, warranties and undertakings, as set out in Sections 24 to 26 above, false or invalid in any respect during the term of the Agreement. In the event, that any of the Vendor's representations, warranties and undertakings ceases to be accurate, EY may terminate the Agreement with immediate effect in accordance with Section 39 (v) below.
28. Vendor shall reaffirm the Independence representations and clauses in each Agreement as of the effective date of such Agreement.

Anti-bribery Obligations

29. Vendor hereby acknowledges and confirms that it has adopted a policy of zero tolerance to bribery and corruption, envisaging a total ban on any corrupt practices and facilitation payments. Vendor in its daily activities conforms with the applicable legislation, as well as policies and procedures developed on its base focused on combating bribery and corruption.
30. Vendor shall ensure that together with its employees, they shall be prohibited to offer or make, or consent to offer or make, any corruption-related payments (cash or valuable gifts) to any persons (including, but not limited to, private individuals, commercial entities and government public officials), and shall not solicit, accept or agree to accept from any person any corruption-related payments (cash or valuable gifts), whether directly or indirectly.
31. Vendor hereby acknowledges and agrees that EY shall consider the breach of this Anti-corruption warranty as a material breach of the Agreement. In such event, EY reserves the right to immediately terminate the Agreement with a written notice to the Vendor, and the Vendor shall be liable to EY for any and all damages and losses caused by such early termination of the Agreement.
32. Vendor further warrants that neither Vendor nor any of the Vendor's Agents is currently or has been the subject of an investigation by any governmental or regulatory body regarding any offence or alleged offence under the applicable anti-bribery or anti-money laundering legislation, nor is Vendor aware of any instance in which any of the Vendor's Agents has performed any act that would constitute an offence of foreign or domestic anti-bribery or anti-money laundering legislation.
33. Vendor shall indemnify EY for any losses or damages that would arise as a result of Vendor's breach of any obligation or warranty in this section. EY shall have the right to monitor and audit compliance of Vendor with its undertakings contained herein.

Intellectual Property Rights¹⁰

34. Should any protected intellectual property or any works of authorship protected by copyright ("IP") be created by Vendor in the course of provision of the Services, EY shall be deemed as the owner of any such IP. Any costs related to IP are included into the fees under the Agreement.
35. Vendor shall retain the right to use the IP for their own internal needs on the basis of a non-exclusive license for the entire term of the EY's intellectual property right.
36. Vendor represents and warrants that the Services or the transfer/grant of rights associated therewith will not infringe on nor violate any third-party intellectual property rights.
37. As a consequence, Vendor shall indemnify and hold harmless EY, its partners, agents, and employees, as well as EY Firms from all liability or expense resulting from any claim or complaint lodged against EY or the EY Firms by any third party whose IP rights have been infringed on as a result of any action or inaction arising out of the provision of the Services on the part of the Vendor.

Termination by EY

¹⁰ Section 34-37 apply unless otherwise specified in the Contract.



38. Unless prohibited by the applicable law, EY may terminate the Agreement for convenience by written notice to the other Party 10 (ten) business days prior to such termination. EY shall pay for the Services delivered by Vendor prior to termination, provided that the Services meet the requirements of the Agreement.
39. EY may terminate the Agreement by written notice without penalty and with immediate effect in the event of: (i) submission of a bankruptcy petition against Vendor, or Vendor's entry into liquidation; or (ii) becoming evident that Vendor shall not be able to fulfill its obligations under the Agreement; or (iii) breach of Vendor's obligations under the Agreement; or (iv) false representation(s) by the Vendor; or (v) if EY believes in good faith that applicable laws, professional obligations, requirements or standards (including those related to independence or conflicts matters) require such termination.

Change of Control

40. To the extent legally permitted, Vendor shall provide EY notice of any Change of Control of Vendor prior to or at the time such Change of Control becomes effective. For purposes of this Agreement, "**Change of Control**" of Vendor means: (i) a merger, acquisition or consolidation of Vendor in which the equity holders of Vendor immediately prior to such transaction would own, in the aggregate, less than 50% of the total combined voting power of all classes of equity of the surviving entity normally entitled to vote for the election of directors (or similar officials) of the surviving entity or (ii) the sale by Vendor of all or substantially all of its assets in one transaction or in a series of related transactions.

EY Name and Logo

41. Vendor shall not advertise in any way that EY has entered into the Agreement or about any specific project in the absence of EY's prior written consent. Unless otherwise specifically permitted in the Agreement, Vendor may not use any trademark, trade name, logo or other marks in which EY (or any EY firm) has an interest without EY's prior written consent.

Payment Terms

42. Vendor shall ensure that invoices fully satisfy the requirements of all applicable legal and tax rules. EY shall have the right to return any defective invoice for correction. Unless otherwise specified in the Contract, properly issued invoices shall be paid within 30 business days of their receipt by EY.

Miscellaneous

43. The Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
44. Neither party may assign any of its rights, obligations or claims under the Agreement without the other Party's prior written consent.
45. If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
46. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (i) these Terms of Business, (ii) the main body of Agreement and (iii) other annexes (if any) to this Agreement.
47. The Agreement is governed by the laws of the Republic of Armenia. Any disputes arising out of the Agreement or in connection therewith shall be resolved in courts of the Republic of Armenia at the location of EY firm.

**ANNEX 2
TO THE EY GCO POLICY FOR ARMENIA AND CIS CLUSTER
WITH RESPECT TO THE CONCLUSION OF CONTRACTS WITH VENDORS**

DOCUMENTS TO BE REQUESTED FROM VENDOR¹¹

	For a legal entity established pursuant to the legislation of the Republic of Armenia	For an individual entrepreneur	For a legal entity established in accordance with the legislation of a foreign country
1	State registration certificate	State registration certificate	Documents attesting to the registration in a country of incorporation (registration certificate or a statement from the commercial register)
2	Certificate of registration with a tax agency	Certificate of TIN assignment	Document attesting to the registration with a tax agency in the country of incorporation, e.g. statement from the commercial register or a relevant certificate
3	Statement from the Unified State Register of Legal Entities issued no later than 1 month prior to the submission date	Statement from the Unified State Register of Individual Entrepreneurs issued no later than 1 month prior to the submission date	Statement from the commercial register issued no later than 1 month prior to the submission date or another document attesting to a legal entity status and substantiating the absence of information about the initiation of a liquidation, winding-up or reconstruction procedure
4	Founding documents of a legal entity in the current edition (articles of association are a founding document for joint-stock companies and limited liability companies)	Not applicable	Founding documents of a legal entity in the current edition (articles of association/by-laws)
5	Document attesting to person's authority to sign a contract, act, invoice and other documents related to the contract	Notarially certified power of attorney if documents are to be signed by an individual entrepreneur representative	Document attesting to person's authority to sign a contract, act, invoice and other documents related to the contract
6	OPTIONALLY - IF NEED BE, IN THE EVENT OF DOUBT WITH RESPECT TO THE AUTHORITY OF SIGNATORIES ON THE PART OF THE VENDOR - Passport of the signatory to an act, invoice (the minimal requirement is copies of the passport pages with the photograph and the registration in the place of residence)	Passport of the signatory to an act, invoice (the minimal requirement is copies of the passport pages with the photograph and the registration in the place of residence)	Passport of the signatory to an act, invoice (the minimal requirement is copies of the passport pages with the photograph and the registration in the place of residence)

¹¹ Company's offices in the CIS are entitled to establish alternative lists of documents.



	requirement is copies of the passport pages with the photograph and the registration in the place of residence)		
7	If required for the performance of operations stipulated in the contract, license to conduct the foregoing operations, confirmation of the membership in a self-regulating organization	If required for the performance of operations stipulated in the contract, license to conduct the foregoing operations, confirmation of the membership in a self-regulating organization	If required for the performance of operations stipulated in the contract, license to conduct the foregoing operations, confirmation of the membership in a self-regulating organization
8	Notification about exemption from the Value Added Tax (if the counterparty makes reference to such exemption)	Notification about exemption from the Value Added Tax (if the counterparty makes reference to such exemption)	Not applicable
9	If the contract has been concluded via a branch or representative office, resolution on the establishment of such branch/representative office and the appointment of its head/representative as well as the regulations thereof should be additionally requested	Not applicable	If the contract has been concluded via a branch or representative office, resolution on the establishment of such branch/representative office and the appointment of its head/representative, the regulations thereof as well as a document attesting to the registration with a tax agency in the Republic of Armenia (certificate of registration with a tax agency or certificate of code assignment to a foreign organization) should be additionally requested