

ANNEX 1
EY SUPPLIER TERMS OF BUSINESS
("EY Terms of Business")

The following terms and conditions ("**Terms**") shall apply to any purchase of goods or services (hereinafter together referred to as "**Services**") by EY from you ("**Supplier**") under the agreement between EY and you where reference is made to these Terms (including, but not limited to any subcontracting agreement where EY acts as prime contractor).

EY Relationship with Supplier

1. Supplier agrees to provide the Services with professional care and at a level of quality equal or greater than the industry standard.
2. EY is a member of the global network of Ernst & Young firms ("**EY Firms**"), each of which is a separate legal entity.
3. Supplier shall maintain all licenses and/or other authorizations legally required for provision of the Services in accordance with this Agreement and the law.
4. Supplier will provide the Services to EY as an independent contractor and not as EY's employee, agent, partner or joint venturer. Neither Supplier nor EY has any right, power or authority to bind the other.
5. EY has contracted for the Services on a non-exclusive basis. EY may order services of the same or similar nature from any third party at its discretion.
6. Supplier may (further) subcontract provision of the Services only with EY's express prior written consent. Nevertheless, Supplier alone shall be responsible to EY for the performance of the Services and its other obligations under this Agreement.
7. All information provided by Supplier or on its behalf will be accurate and complete in all material respects. The provision of the Services (including the information) to EY will not infringe any copyright, intellectual property right or other third-party rights.
8. Supplier 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 same upon request.

Compliance with Law & EY Code of Conduct

9. In performing Services under this Agreement, Supplier warrants, represents and undertakes that it will comply with and abide by, and cause its employees, agents and sub-contractors (if any) (collectively "**Supplier's Agents**") to comply with and abide by:
 - a) all applicable laws, rules and regulations, including but not limited to applicable foreign or domestic anti-bribery laws and regulations; and
 - b) the values expressed in the EY Code of Conduct, a copy of which may be found at www.ey.com.
10. Supplier further warrants that neither Supplier nor any of Supplier's Agents has at any time engaged in any activity, practice or conduct that would constitute an offense under anti-bribery or anti-money laundering legislation. Supplier warrants that neither Supplier nor any of Supplier'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 applicable anti-bribery or anti-money laundering legislation, nor is Supplier aware of any instance in which any of Supplier's Agents has performed any act that would constitute an offence of foreign or domestic anti-bribery or anti-money laundering legislation. Supplier shall indemnify EY, its directors, employees, partners and shareholders, for any losses or damages that would arise as a result of Supplier's breach of any obligation or warranty in this paragraph. EY shall have the right to monitor and audit compliance of Supplier with its undertakings contained herein.

Confidentiality

11. Except as otherwise permitted by this Agreement or required under applicable law, Supplier shall not disclose non-public information relating 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, Supplier 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 Supplier's obligations hereunder. Supplier shall not use any

EY Confidential Information for any purpose other than performing its obligations hereunder.

Data Privacy

12. Subject to applicable law, EY may provide information provided by the Supplier 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:

- a) the Services;
- b) complying with regulatory and legal obligations to which an EY Firm is subject;
- c) conflict checking;
- d) risk management and quality reviews; or for
- e) EY's internal financial accounting, information technology and other administrative support services

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

13. For the Processing Purposes referred to in Section 12 above, EY and other EY Firms, EY Persons and Service Providers may, in their capacity of data controller, Process information provided by the Supplier relating to identified or identifiable natural persons ("**Personal Data**") (hereinafter referred to as "**Supplier Personal Data**") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). The transfer of Supplier Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr). EY will Process the Supplier Personal Data in accordance with data protection requirements under applicable law and professional regulations, including, if applicable Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter together "**Regulation**"). Terms not otherwise defined in this Agreement shall have the meaning given in the Regulation. Supplier warrants that it has the authority to provide Supplier Personal Data to EY to the extent such data is so provided.

14. To the extent that, in connection with performance of the Agreement, Supplier acts as a data processor of Personal Data provided by or

received through EY) (hereinafter referred to as "**EY Personal Data**"), the following is applicable:

- a) Supplier will process EY Personal Data only on the written instructions of EY;
- b) Supplier shall process Personal Data of one or more of the following categories of data subjects: employees, partners, principals, directors, former employees, former partners, former principals, former directors, new hires and individual contractors of EY or other EY Firms, as well as applicants, contractors / subcontractors, clients, suppliers/vendors of EY or other EY Firms;
- c) Supplier shall take appropriate technical and organizational measures for the protection of EY Personal Data against unauthorized or unlawful processing and against unintentional loss, destruction, damage, alteration or disclosure;
- d) Supplier shall notify EY of a security breach without undue delay but no later than within 24 hours after having become aware of it (to ensure that if necessary EY can notify the personal data breach to the relevant data protection authority and the data subject(s));
- e) Supplier shall keep the EY Personal Data confidential and shall oblige all of its Supplier's Agents - who are involved in the Processing of the EY Personal Data - to confidentiality;
- f) Supplier will not transfer EY Personal Data to or Process EY Personal Data in countries outside the European Union (unless the prior written consent of EY is obtained);
- g) Supplier shall not engage a sub-processor without the prior written authorization of EY;
- h) Supplier shall, at EY's request, assist EY in carrying out a data impact protection assessment prior to the processing of EY Personal Data;
- i) Supplier shall notify EY without undue delay of all requests received from an identified or identifiable natural person for access to EY Personal Data to enable EY to comply with its obligation to respond to such requests from data subject(s) within the legally required timeframe;
- j) Unless otherwise agreed in writing, the duration of the Processing equals the term of the Agreement; and

- k) After the end of the provision of Services Supplier shall, at the choice of EY, delete or return all EY Personal Data to EY.
15. To the extent that, in connection with performance of the Agreement, EY, acting in a capacity of the data controller transfers the EY Personal Data to Supplier and Supplier acts as data controller as well, the following is applicable:
- a) Supplier shall be fully liable for its Processing of EY Personal Data.
 - b) Supplier warrants that it shall process EY Personal Data in compliance with its obligations under applicable data protection law, including the Regulation, and shall implement appropriate technical and organizational measures to protect EY Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
16. Supplier shall give EY all the relevant information to evaluate the compliance of Supplier with the obligations laid down in Sections 14 and 15 and shall give EY (or an external auditor appointed by EY) the opportunity to perform audits, including inspections, on Supplier's IT systems and infrastructure, with reasonable notice and during regular business hours.

Independence Representation

17. Supplier represents, warrants and undertakes, as of the date of this Agreement, that:
- a) entering into this type of agreement is in the ordinary course of the Supplier's business with customers such as EY;
 - b) the Services are being offered for purchase at market rates or otherwise in accordance with Supplier's internal pricing policies and practices;
 - c) the party executing this Agreement on behalf of Supplier has the legal right and full power and authority to enter into and perform this Agreement, which when executed shall constitute a valid and binding obligation on Supplier;
 - d) during the term of this Agreement, neither the Supplier (where the Supplier is a private individual) nor any of Supplier's directors, officers or direct or indirect substantial equity owners (where the Supplier is a legal person) and none of the individuals with significant responsibility for providing services to EY

shall be a partner, executive 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. For the purposes of this clause 17 d) 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 a 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 such entity 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 such entity is privately-held.

18. In circumstances where an EY Firm has an audit relationship with the Supplier, Supplier represents and warrants that the aggregate amounts contemplated to be paid to the Supplier by EY under this Agreement, and under all other agreements between EY and the Supplier in effect within any fiscal year period, shall not exceed 7% of the Supplier's total revenues during such period. In circumstances where an EY Firm does not have an audit relationship with the Supplier, Supplier represents and warrants that the aggregate amounts contemplated to be paid to the Supplier by EY under this Agreement, and under all other agreements between EY and the Supplier in effect within any fiscal year period, shall not exceed 40% of the Supplier's total revenues during such period.
19. Supplier agrees to advise EY immediately of any change in fact that could render any of Supplier's representations, warranties and undertakings, as set out in Sections 17 and 18 above, false or invalid in any respect during the term of the Agreement. In the event that any of Supplier's representations, warranties and undertakings ceases to be accurate, EY may terminate this Agreement with immediate effect in accordance with Section 22 (d) below.

No infringement of third party rights

20. The Supplier represents and warrants that the Services or the transfer/grant of rights associated therewith will not infringe nor violate any industrial and intellectual property rights belonging to a third party.



21. As a consequence, the Supplier 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 the owner of industrial or intellectual property arising out of the provision of the Services.

EY Termination

22. EY may terminate this Agreement by written notice without penalty and with immediate effect in the event of: (a) the submission of a bankruptcy petition against Supplier, or Supplier's entry into liquidation; or (b) it is becoming evident that Supplier shall not be able to fulfill its obligations under this Agreement; or (c) breach of Supplier's obligations under this Agreement; or (d) Supplier's independence representation ceasing to be accurate; or (e) EY reasonably determines that it can no longer continue the relationship with Supplier as a result of auditor independence restrictions imposed by legal or regulatory obligations.

EY Name and Logo

23. Unless otherwise specifically permitted in the Agreement, the Supplier may not use EY's name, logo or branding ("**EY Name**"). To the extent the Agreement specifically authorizes Supplier's use of EY Name, EY hereby grants the Supplier a non-exclusive right, upon the terms and conditions set out in the Agreement, to use EY Name solely in connection and in compliance with this Agreement. The Supplier recognizes the rights of EYGN Limited (a company incorporated in the Bahamas with company No. 122087 B) in the EY Name and agrees not to permit anything to be done which will in any way impair the rights of EYGN Limited in the EY Name. Other than the right set forth above, the Supplier does not acquire any other right, title or interest in or to the EY Name and shall make no claim hereto. The Supplier shall have no right to assign or sublicense the EY Name to third party or to permit third party to use the EY Name, including third party affiliated with the Supplier, without the prior written consent of EY. The Supplier shall display the EY Name solely in a manner approved by EY and shall use appropriate legal notices or markings with the display of the EY Name as directed by EY. EY may cancel the right to use EY Name by written notice at any time, with immediate effect and with no penalty.

Change of Control

24. In the event that controlling ownership over the Supplier changes at any time during the Agreement, Supplier shall promptly notify EY of such change.

Payment Terms

25. Supplier 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. Properly issued invoices shall be paid within 30 days of their receipt by EY.

Miscellaneous

26. This 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.

27. Each party may execute this Agreement (and modifications to it) by electronic means and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement.

28. Neither party may assign any of its rights, obligations or claims under this Agreement.

29. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.