

EY GDS Poland Purchase Order Terms & Conditions

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 (and where applicable other EY Network Members) 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 hours 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 Obligations.** Supplier shall provide to EY for the benefit of EY (and where applicable other EY Network Members) the Licensed Items as described in the Purchase Order, in the manner, at the times, for the price, and otherwise as set forth in the Purchase Order. Supplier hereby grants to EY and the EY Network Members, where applicable, a non-exclusive, irrevocable, enterprise-wide, worldwide, fully-paid, non-transferable licence, for a perpetual term to: (i) Use the Licensed Items; (ii) make and use a reasonable number of copies of the Licensed Items (including any documentation) for back-up, testing, training, disaster recovery archival, and non-production purposes; and (iii) grant a sub-licence to third parties to access, configure and use the Licensed Items in the provision of services to EY and the EY Network Members, where applicable. Save to the extent set out in the Purchase Order, the scope and cost of the Licence shall not be restricted or limited, or calculated by reference to: (i) the number of licensees; (ii) the number of users; (iii) the number or volume of transactions; (iv) the number of employees or turnover of EY or an EY Network Member; (v) the equipment on which the Licensed Items may be used from time to time; including the number, size or specification of CPUs or (vi) the location of equipment on which the Licensed Items may be used. EY and the EY Network Members shall have the right to adapt, reverse engineer, decompile, disassemble and modify the Licensed Items in whole or in part: (i) as permitted by law; (ii) to the extent that such action is legitimately required for the purposes of integrating the operation of such Licensed Items with the operation of other software, the Network or systems used by EY from time to time; or (iii) to the extent necessary for the purposes of back-up and disaster recovery. The provisions of the Licence shall apply to all new versions and upgrades to the Software. Any online "click to agree" licence shrink-wrap licence, or any other agreement presented or required by Supplier to access, use, download, install, or use the Licensed Items will not modify these terms. Authorized users shall include EY Network Members and any employee, partner, principal, director, application or computer process, software agent, contingent worker, consultant, contractor, and subcontractor.

The following additional licence terms apply to Licensed Items that are content. (i) to use the Licensed Items, or any variation or modification of them, in electronic or other format or media, for reports, presentations, and other materials, made available to clients and prospective clients, provided such reports cite Supplier as a resource and include applicable notice of copyrights; and (ii) display the Licensed Items, in any electronic or other format or media, including the right to incorporate the Licensed Items into an application, online tool, dashboard, portal, or database ("Application") used by an EY Network Member for the display and retrieval of the Licensed Items. Applications may be an application developed by EY or a third party for use by EY Network Members, or an application licensed to an EY Network Member by a third party. Supplier agrees that the Licensed Items may be aggregated with or displayed beside the data and materials of other content providers within such application.

For the purpose of this Purchase Order, (i) 'License' shall mean the licence to use the Licensed Items granted to EY or EY Network Member, as applicable; (ii) 'Licensed Items' shall mean the Software, documentation and any other Supplier or third party provided materials (including content) provided by Supplier in performance of

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its obligations under the Purchase Order; (iii) **'Software'** shall mean the software, the Intellectual Property Rights which are owned by the Supplier or a third party licensor, licensed to EY (and the EY Network Members as applicable) pursuant to the Licence (including all modifications made pursuant to the Purchase Order), all new versions and upgrades

3. **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 under applicable labour laws including as to remuneration, overtime, bonus, management, safety, insurance, health and safety. 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 made by any employee employed by Supplier in connection with the provision of Services under this PO. The Supplier shall be totally responsible for payment of wages/salaries for 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 laws. The Supplier's personnel shall not be treated as the EY's staff/employee for any purpose whatsoever.

Supplier acknowledges and agrees that it shall be solely liable with respect to any obligations under applicable laws towards such personnel deployed by the Supplier. The Supplier shall submit a declaration every month (in the format to be provided upon request), that all statutory payments have been paid by Supplier and also a list of personnel covered under such statutory payments, along with the payment advice. 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.

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 employee 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.

The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises out of its performance of any Services pursuant to this Purchase Order. Supplier shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place the Supplier in a position of not being able to carry out the Services in EY's best interests.

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, 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 or (4) performing or having performed work for a third party that could be considered a competitive or commercial conflict.
 - (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.
4. **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 reformed 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,

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quantity, price and specifications (if any) set out herein. Failure to reject the Goods, Work Products and/or 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.

5. **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, Software 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 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; (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 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; (9) In relation to Software and Licensed Items, Supplier represents, warrants and undertakes to EY that: (a) the Goods, Services, Software and/or Work Products shall at all times comply with its published specifications and any other specifications supplied to EY or set out in the Purchase Order, and shall remain free from defects during the warranty/support period.; (b) the Software or Work Products will not contain any viruses or other malicious code (including any device used to disable the Software); (c) Supplier has disclosed to EY in writing all open source components included in the Software, Services and/or Work Products; (d) the documentation will be free from defects and will provide all information necessary for effective operation of the Products or Services.

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.

6. **Pricing, Invoices and Taxes.** EY shall pay Supplier the undisputed charges invoiced in accordance with this Section 5 via electronic bank transfer within 45 days of receipt of a correct, undisputed and properly due invoice. EY shall not pay any charges invoiced more than 180 calendar days from the date such charges should have been invoiced. Supplier shall be deemed to have waived the right to be paid for such amounts. If EY disputes an invoice in good faith, EY shall notify Supplier of the amount and nature of the dispute. EY may withhold payment of the disputed amount until the dispute is resolved. Notwithstanding anything to the contrary, Supplier shall continue to perform its obligations under the Purchase Order.

All invoices shall specify: (i) amounts due and a description for each amount; (ii) full name of the EY contact person; (iii) dates of performance; (iv) location/sourcing information, as applicable; (v) an EY charge code/project code (e.g. 12345678); (vi) Purchase Order number; (vii) the amount of any taxes levied as noted in the below clause; and (viii) any out of pocket expenses claimed by Supplier which it has been agreed will be reimbursed. Invoices shall be submitted electronically on the e-invoicing tool or email Id as may be communicated by EY from time to time. Invoices shall specify the EY physical address as may be communicated by EY, by duly noting the EY entity issuing the Purchase Order. In addition to the submission of electronic invoices over email, hard copies of the invoices are to be sent to the physical address of EY.

All invoices issued by Supplier registered for VAT in Poland shall be issued in accordance with the Polish VAT law and should specify the bank account number of Supplier registered in the electronic register of VAT payers (White List). EY may withhold payment if the invoice issued by Supplier registered for VAT in Poland does not comply with the Polish VAT law or does not specify a bank account number registered in the electronic register

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of VAT payers (White List). EY reserves the right to pay the invoice amount with the use of VAT split payment mechanism and to pay the VAT amount in PLN if the invoice is issued in foreign currency.

Pursuant to Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013, EY declares that it has the status of a large entrepreneur within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union.

Except as expressly set out in the Agreement or a Purchase Order, charges do not include any taxes, levies, duties or similar governmental assessments, including, value-added, sales or use taxes, assessable by any jurisdiction whatsoever. EY will pay taxes only in accordance with Applicable Laws. If Supplier has a legal obligation to pay or collect taxes for which EY is responsible, Supplier will invoice EY, and EY will pay that amount, unless EY provides Supplier with a valid tax exemption certificate or other basis for exemption under applicable laws. EY will only pay such taxes on Supplier's provision of a valid tax invoice that meets all of the requirements of relevant tax authorities (to allow EY to obtain relief from such tax if such relief procedure is available). Supplier is solely responsible for all taxes assessable based on Supplier's income, property and employees. If EY is required under Applicable Laws to deduct withholding taxes from a payment to Supplier under the Agreement or Purchase Order, Supplier shall assist EY as reasonably required to obtain authorisation, in such a format that is reasonable and satisfactory to EY, to deduct zero withholding taxes or a reduced rate of withholding taxes. If such authorisation is not granted, EY will pay: (i) the charges to the Supplier net of the required withholding tax deduction; (ii) pay the withheld taxes to the relevant taxation authority within the period for payment stipulated by law; and (iii) as soon as practicable, furnish the Supplier with an official receipt or other evidence of withholding tax deduction.

For Non-Polish suppliers, the following terms shall apply: Supplier shall promptly provide EY with all the documents including but not limited to: (i) a valid tax residency certificate (mandatory requirement) (ii) a valid taxpayer identification number (TIN) and beneficial ownership statement issued in accordance with the Polish CIT/PIT law (iii) Form 10F (if applicable) (iv) Third-party DC (if applicable) (v) Import or Export copy (BOE) (if applicable). In the absence of such documentation and information, EY shall have the right to deduct 20% Polish withholding tax on payments to Supplier. Furthermore, EY reserves the right to deduct, at its discretion, 20% Polish withholding tax from payments to the Supplier exceeding in the given financial year the amount of PLN 2,000,000.

For Polish suppliers, the following terms shall apply: Supplier shall promptly provide EY with confirmation that it is tax resident in Poland, including a valid Polish taxpayer identification number (NIP).

7. **Reporting.** Quality, status and other reasonably requested reports, including corrective action details, shall be submitted to EY promptly in writing upon request.
8. **Intellectual Property Rights.** All Intellectual Property Rights belonging to a party prior to the issuance of the Purchase Order shall remain vested in and belong exclusively to that party ("Existing IPR"). Nothing in the Purchase Order shall be taken to be a transfer or assignment of or an agreement to transfer or assign any of EY's (or an EY Network Member's) Intellectual Property Rights to the Supplier.

The Supplier shall not be entitled to use any of EY's Intellectual Property Rights other than as set out in the Purchase Order and shall not permit any third party to use such rights without the express written consent of EY.

EY grants Supplier, during the term of the Purchase Order only, a non-exclusive, royalty free, non-transferable, non-sub-licensable and revocable licence to use EY's Intellectual Property Rights in any materials, including data belonging to EY, supplied by EY to Supplier, solely to the extent that such use of those Intellectual Property Rights is required for the purpose of performing its obligations under the Purchase Order. EY provides such materials and data on an "as is" basis and gives no warranty either express or implied in respect of the same.

Except as expressly set out in the Purchase Order, EY shall own all right, title, and interest, including all Intellectual Property Rights, in any Work Products upon creation. Supplier assigns and shall procure that its subcontractors and Supplier personnel assign to EY with full title guarantee (by way of present assignment of future rights) the Intellectual Property Rights in the Work Products together with the right to sue for and recover damages or other relief in respect of the infringement of such Intellectual Property Rights, and, at EY's request, Supplier shall take any action necessary to perfect such rights. For any Supplier Existing IPR in the Work Products, Supplier grants to EY, for its benefit and for the benefit of the other EY Network Members (or shall procure the direct grant of) a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy, modify sub-license, distribute, display and otherwise engage the Work Product.

For the purpose of this Purchase Order 'Intellectual Property Rights' shall mean all patents, rights to inventions, utility models, copyright (author's economic rights and author's personal rights) and derivative rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

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9. **Indemnification.** Supplier shall indemnify, defend, save, and hold EY, its affiliates and their partners, 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 by a third party in connection with or arising out of the performance, non-performance, breach or alleged breach of this Purchase Order by Supplier, its agents, employees, directors, affiliates 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.
10. **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.
11. **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. 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. EY may, from time to time, restructure, sell or transfer an EY Network Member, in whole or in part (a "Divestment" with the sold, transferred, or restructured EY Network Member, or part of an EY Network Member, becoming a "Divested Business"). Pursuant to a Divestment, EY may: (i) require Supplier to continue to provide Services to the Divested Business as though the Divestment has not occurred, provided EY shall remain liable for the Charges; or (ii) assign or novate this Purchase Order or any SOWs, in whole or in part, along with the associated benefits or rights to receive the Services and the corresponding obligations, in which event Supplier will enter into a separate contract with the Divested Business on terms comparable to and no less favourable than those set out in this Purchase Order. In the event of a partial assignment or novation as contemplated above, the Charges will be adjusted on a pro rata basis between EY and the Divested Business consistent with the pricing terms agreed under the Purchase Order and/or SOW.
12. **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 those relating to anti-bribery and Anti-Corruption Laws, including where applicable, the Export Import ("EXIM") regulations and data privacy, 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. For the purpose of this Purchase Order, 'Anti-Corruption Laws' means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, the Polish Criminal Code of 1997 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, each as amended.
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). 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 15 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. **Governing Law, Jurisdiction and Dispute Resolution.** The Purchase Order is governed by and construed in accordance with the laws of Poland. Disputes or differences arising out of this Purchase Order, including any disputes with regard to interpretation of any of the clauses of this Purchase Order, shall be referred to a sole arbitrator mutually agreed by the Parties, as per the provisions of the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in force on the date of commencement of the proceeding. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in Warsaw. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.

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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.** Supplier shall not use, or permit the use of, the name, trade name, 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.
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 to which it may be subject in relation to this Purchase Order. 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. 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.** This Section shall apply with respect to any Personal Data processed by Supplier in connection with the Purchase Order ("EY Personal Data"). In this Section 19, the terms "processing", "processor," "data subject," and "Personal Data" shall have the meaning given in the GDPR.

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EY appoints Supplier as processor. Supplier will not assume any responsibility for determining the purposes for which and the manner in which EY Personal Data is processed. Supplier (and its subcontractors) will not process EY Personal Data for their own purposes, nor include EY Personal Data in any product or service offered by Supplier to third parties.

Supplier will and will procure that all subcontractors will: (i) process EY Personal Data in accordance with the requirements as imposed under GDPR on processors; (ii) process EY Personal Data only in accordance with documented instructions from EY and Supplier shall immediately inform EY if, in its opinion (or the opinion of its subcontractors) an instruction infringes GDPR or any other applicable law; (iii) unless otherwise requested by EY, process EY Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services; (iv) implement appropriate technical and organisational measures to protect EY Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; (v) assist EY by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of EY's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR; (vi) notify EY without undue delay after becoming aware of a personal data breach (meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised 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 will include at least: (a) the nature of the breach; (b) the impacted data categories; (c) the identified and potential consequences of the breach; and (d) the measures Supplier takes to mitigate the consequences of the breach. Supplier shall take any measures necessary to mitigate (potential) damage resulting from the breach. At the request of EY, Supplier 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; (vii) at the direction of EY, delete or return all EY Personal Data to EY after the end of the provision of the Services relating to processing, and delete existing copies unless applicable law requires storage of the EY Personal Data; (viii) make available to EY all information necessary to demonstrate compliance with the obligations laid down in this Section. Supplier will ensure the reliability of any employees and subcontractor personnel who have access to EY Personal Data.

Supplier will promptly inform EY if it receives: (i) a request from a data subject concerning any information that may be contained in EY Personal Data; or (ii) a complaint, communication or request relating to EY's obligations under GDPR.

Upon reasonable request of EY, Supplier agrees to submit its data processing facilities, data files and documentation needed for processing EY Personal Data (and/or those of its agents, affiliates and subcontractors) to reviewing, auditing and/or certifying by EY (or any independent or impartial inspection agents or auditors, selected by EY and not reasonably objected to by Supplier) to ascertain compliance with the warranties and undertakings in the Purchase Order, with reasonable notice and during regular business hours. Supplier will not process or permit the processing of EY Personal Data outside the European Economic Area, unless with prior written consent of EY and governed by a valid transfer mechanism to EY's satisfaction. Supplier will at its own expense assist EY to comply with any obligations under GDPR and any other applicable data protection legislation and will not perform its obligations under the Purchase Order in such a way as to cause EY to breach any of its obligations under GDPR or any other applicable data protection legislation.

For the purpose of this Purchase Order "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation).

21. **Amendment.** Any amendments to the terms of this Purchase Order, its termination by mutual agreement of the parties (rozwiązanie za porozumieniem Stron), termination (wypowiedzenie) or rescission (odstąpienie) shall be made in writing, in electronic form within the meaning of Article 78¹ § 1 of the Civil Code of 23 April 1964 (Journal of Laws of 2019, item 1145; hereinafter referred to as the "CC"), or in documentary form within the meaning of 77² of the CC under pain of nullity. The parties agree that in the event of an amendment or termination of the Purchase Order by mutual agreement of the parties, the requirement of form shall also be maintained if the statement of will on termination is made by each of the parties in a different form (with the reservation that it shall be the form indicated above).
22. **Survival and Severance.** Clauses 4, 7, 8, 9, 10, 14, 18, 19 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.