

Purchase Order Terms and Conditions

The following Purchase Order Terms and Conditions (“**Purchase Order Terms**”) shall apply to the provision by Supplier to EY of the Goods, Service, Software and/or Works (as defined below) detailed in the Purchase Order document (“**Purchase Order**”). By providing the Goods, Services, Software and/or Works detailed in the Purchase Order, Supplier agrees to be bound by the Agreement. Save as set out below, no other terms relating to this transaction, including without limitation, any terms and conditions in any invoice, quote, proposal, or other Supplier document shall govern.

For avoidance of doubt, the Purchase Order Terms shall only apply and be binding upon the parties to the Purchase Order where there is no mutually executed agreement in place between the parties to the Agreement 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 Purchase Order Terms).

1. Definitions and Interpretation.

1.1 Unless contrary intention or context appears, each capitalized term in the Agreement will have the meaning set out below:

“**Acceptance**” or “**Accepted**” means EY’s written agreement that the applicable Goods, Services, Software and/or Works meet the applicable Acceptance Criteria.

“**Acceptance Criteria**” means the acceptance criteria, requirements and/or specifications set out or described in a Purchase Order, or, if no such specific criteria, requirements or specifications are provided for the particular Goods, Services, Software and/or Works, then the Acceptance Criteria is that such items have been delivered to EY’s reasonable satisfaction.

“**Agreement**” means the Purchase Order together with the Purchase Order Terms or other mutually executed agreement between the parties governing the purchase, as referenced herein and as applicable.

“**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 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, each as amended.

“**Applicable Law**” all laws, enactments, orders ordinances, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy, guidelines, concessions or court or governmental orders from time to time having the force of law and applicable to the performance by Supplier of its obligations in the relevant jurisdiction, each as amended.

“**Application**” shall have the meaning set out in Section 2.5.

“**Charges**” means the charges or licence fees payable by EY to Supplier under the Agreement as set out in the Purchase Order.

“**Confidential Information**” means any information provided or disclosed by one party (or an EY Network Member in the case of EY) to another under the Agreement which is identified as confidential and/or proprietary, or information which would normally be considered confidential under the circumstances, but excluding information that: (i) is independently developed by the recipient; (ii) is shared with the recipient by a third party without confidentiality obligations; (iii) is or becomes public through no fault of the recipient; or (iv) 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.

“**Data Protection Laws**” means all laws and regulations governing or related to the access to, transfer of, storage of, or breach of data that can be used to identify an individual (including GDPR).

“**Defect**” means (i) any Goods, Services, Software and/or Works not meeting the applicable Acceptance Criteria, or performing as otherwise agreed between the parties; (ii) any error or failure of code within the Software which causes the

Software to produce unintelligible results; or (iii) any failure to provide the functionality or performance features described in its specification or the Documentation.

“**Defect Rectification Period**” means a period of 12 months (or such other period as may be specified in the Purchase Order) following Acceptance of the applicable Goods, Services, Software and/or Works.

“**Documentation**” means the documentation relating to the operation, specification, structure or use of any Goods or Software.

“**EY**” means the ordering EY Network Member specified on the Purchase Order.

“**EY Equipment**” means any hardware on which the Software is installed or other equipment provided by EY to Supplier during the term of the Agreement.

“**EY Network Member**” means: (i) EY Global Services Limited and the network of entities comprising Ernst & Young Global Limited, EYGN Limited, EYGM Limited, EYGS LLP, EYGI B.V., EY Global Finance, Inc and their members, (ii) any entity controlled by any such entity, under common control with any such entity, or controlling such entity, or any corporation, partnership or other business organization that is a member firm or a subsidiary of the entity, or which is directly or indirectly a majority owned or controlled subsidiary of the entity, and (iii) any entity operating under a common branding arrangement with a member of the EY network, together with any partner, director, employee or agent of any such entity. For the purposes of this definition, “control” means (a) ownership, either directly or indirectly, of equity securities entitling either such entity to exercise in the aggregate of at least 50% of the voting power of such entity in question; or (b) possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity in question, whether through ownership of securities, by contract or otherwise.

“**EY Premises**” means premises owned, leased or licensed or otherwise controlled by any EY Network Member from time to time.

“**Existing IPR**” shall have the meaning set out in Section 5.1.

“**Financier Purposes**” shall have the meaning set out in Section 15.4.

“**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.

“**Good Industry Practice**” means the exercise of that degree of professionalism, skill, diligence, care, prudence, judgment, productivity, innovation, integrity and foresight which would reasonably and/or ordinarily be expected from a skilled and experienced supplier engaged in the same type of activity under the same or similar circumstances.

“**Goods**” means the items (other than Software) identified as such in the Purchase Order.

“**Intellectual Property Rights**” all patents, rights to inventions, utility models, copyright and related 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.

“**Licence**” means the licence to use the Licensed Items granted pursuant to Sections 2.3 to 2.5 inclusive, as applicable.

“**Licensed Items**” means the Software, Documentation and any other Supplier or third party provided materials (including content) provided by Supplier in performance of its obligations under the Purchase Order.

“**Modify**” means to add to, enhance, detract, reduce, change, replace, vary, derive or improve and **Modification** and **Modified** shall be construed accordingly.

“**Network**” means EY’s computing environment (including hardware, firmware and software) on which the Software will be installed and with which the Software must operate.

“**New Version**” means any new version of the Software containing enhanced, upgraded or additional Order and including all Modifications, New Versions and Upgrades provided pursuant to the Agreement.

“**Representatives**” shall have the meaning set out in Section 15.2.

“**Services**” means the services described in the Purchase Order.

“**Software**” means the software, the Intellectual Property Rights in which are owned by the Supplier or a third party licensor, licensed to EY (and the EY Network Members) pursuant to the Licence (including all Modifications made pursuant to the Agreement), all New Versions and Upgrades.

“**Supplier**” means the supplying party specified on the Purchase Order.

“**Supplier Personnel**” means all employees, officers, contractors, consultants, agency staff and other individuals employed or engaged by or on behalf of the Supplier or any of its subcontractors.

“**Upgrade**” means in relation to the Software: (i) patches and bug fixes correcting previously reported Defects; (ii) updates necessitated by changes in Applicable Law; and (iii) variations necessitated by changes in the system software that runs on any hardware (if applicable).

“**Use**” means to access, configure, copy, install, load, Modify, run, store and transmit (including for testing and backup purposes) any other uses whatsoever provided such use is not expressly prohibited under the Agreement.

“**Works**” means materials, software, source files, documentation, reports, data, processes, ideas, information, and other works that are conceived, designed, practiced, prepared, produced or otherwise developed by Supplier, its contractors, or any Supplier Personnel for EY under a Purchase Order in any medium and in any stage of development or completion.

- 1.2 Unless otherwise stated, or the context requires otherwise, in the Agreement, “including” “includes” “in particular” or any similar expression are illustrative, and each of them will be deemed to incorporate the expression “without limitation.”
- 1.3 In the event of any conflict between the terms of the Purchase Order and the Sections of these Purchase Order Terms, the Purchase Order Terms shall prevail to the extent required to resolve the conflict.

2. **Supplier Obligations.**

- 2.1 The Supplier shall ensure that it: (i) takes all reasonable precautions to safeguard and protect and prevent loss of any EY Equipment and prevents any authorized access to EY Premises or Network; (ii) has IT and logical access management procedures and systems in place to store, process, safeguard, protect and prevent the loss of EY’s data in accordance with Good Industry Practice.
- 2.2 Supplier shall deliver for the benefit of EY and of the EY Network Members the Goods, Services, Software and/or Works set out in the Purchase Order, together with any other incidental activities which are reasonably necessary to deliver the same.
- 2.3 Supplier shall provide to EY for the benefit of EY and of the 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 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. 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 (v) 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.

- 2.4 Where the Licensed Item is delivered to EY in physical form, risk of loss shall pass to EY only upon delivery to EY. 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.
 - 2.5 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.
 - 2.6 Goods shall be delivered to the EY premises specified in the Purchase Order (or such other destination as may be specified by EY) on the date, or within the period specified on the Purchase Order. The Goods shall be properly packed and secured in such a manner as to reach their destination in a good condition having regard to the nature of the Goods and the other circumstances of the case.
 - 2.7 Title and risk in the Goods shall pass to EY upon delivery of the Goods to EY, unless payment for the Goods is made prior to delivery, in which case title to the Goods shall pass to EY once payment has been made by EY and risk shall pass upon delivery.
 - 2.8 The Supplier shall, at its sole expense until delivery of the Goods in accordance with the Agreement, insure the Goods against all risks to their full replacement value.
- ### 3. **Acceptance.**
- 3.1 All Goods, Services, Software and/or Works will be subject to inspection, Acceptance and rejection during the 90-day period following delivery. Rejected physical material will be returned at Supplier’s risk of loss and expense, including transportation charges. Failure to reject any or all Goods, Services, Software and/or Works within such 90-day period shall not be deemed an Acceptance thereof. Payment by EY shall constitute neither Acceptance of the Goods, Services, Software or Works nor a waiver of any of EY’s rights with respect thereto. Following any rejection of the Goods, Services, Software and/or Works under this Section 3, Supplier shall (at EY’s option) remedy any Defect at no extra charge and make the Goods, Services, Software and/or Works available for further Acceptance testing, or refund any fees and other amounts. These terms and conditions shall extend to any replacement or repaired Goods, Services, Software and/or Works.
- ### 4. **Warranties.**
- 4.1 Supplier represents, warrants and undertakes to EY that: (i) it shall obtain all consents, clearances, permissions and licences necessary to carry out all of its obligations under the Purchase Order; (ii) its performance of the Purchase Order and all actions in connection therewith shall comply with all Applicable Laws, including Anti-Corruption Laws and Data Protection Laws; and (iii) Supplier shall not do, or omit to do, any act that will cause EY to be in breach of any such laws or regulations.

- 4.2 Supplier represents, warrants and undertakes to EY that: (i) the Goods, Services, Software and/or Works shall at all times comply with its published specifications and any other specifications supplied to EY or set out in the Agreement, and shall remain free from Defects during the Defect Rectification Period; (ii) the Use, by EY and the EY Network Members of the Goods, Services, Software and/or Works provided by Supplier will not infringe the Intellectual Property Rights or other rights of any third party; (iii) the Software or Works will not contain any viruses or other malicious code (including any device used to disable the Software); (iv) Supplier has disclosed to EY in writing all open source components included in the Software, Services and/or Works; (v) the Documentation will be free from Defects and will provide all information necessary for effective operation of the Products or Services; (vi) Supplier shall provide any Services in accordance with Good Industry Practice, the requirements set out in the Purchase Order and in compliance with any EY codes or policies as published or otherwise notified to Supplier from time to time; and using Supplier Personnel with knowledge and experience which is sufficient for the tasks assigned to them.
- 4.3 Any 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 the Agreement. In the event of non-conformance with any of the above warranties, Supplier will correct any such non-conformity and if unable to do so promptly shall (at EY's sole option) replace the non-conforming Goods, Software and/or Works or re-perform the non-conforming Services (as applicable) or promptly refund any Charges paid by EY.
- 5. Intellectual Property Rights.**
- 5.1 All Intellectual Property Rights belonging to a party prior to the execution of the Agreement shall remain vested in and belong exclusively to that party ("Existing IPR"). Nothing in the Agreement 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.
- 5.2 The Supplier shall not be entitled to use any of EY's Intellectual Property Rights other than as set out in the Agreement and shall not permit any third party to use such rights without the express written consent of EY.
- 5.3 EY grants Supplier, during the term of the Agreement 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 Agreement. EY provides such materials and data on an "as is" basis and gives no warranty either express or implied in respect of the same.
- 5.4 Except as expressly set out in the Agreement or a Purchase Order, EY shall own all right, title, and interest, including all Intellectual Property Rights, in any Works 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 Works 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 Works, 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 Works.
- 6. Charges.**
- 6.1 EY shall pay Supplier the undisputed Charges invoiced in accordance with this Section 6 via electronic bank transfer within 90 days of receipt. 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 Agreement. EY shall pay interest on undisputed amounts not paid by the due date at an annual rate of 2% above the base rate for the time being of the Barclays Bank plc calculated from and including the day the sum became due for payment up to but excluding the date of payment.
- 6.2 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; and (v) Purchase Order number. Invoices shall be submitted electronically to **EYGServices.invoicesubmission@xe02.ey.com**. Invoices shall specify the EY physical address as **1 More London Place, London SE1 2AF, United Kingdom**.
- 6.3 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, Supplier shall assist EY as reasonably required to obtain authorisation, if available, 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 unavailable or 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.
- 6.4 For non-US suppliers, the following terms shall apply if Supplier provides EY any Items with a US source income element: Supplier shall promptly provide EY with: (i) a valid US tax form exempting Supplier from US withholding taxes; (ii) a valid US taxpayer identification number (TIN); and (iii) details of US source income in Supplier invoices or through other methods approved by EY. In the absence of such documentation and information, EY shall have the right to deduct 30% US withholding tax on payments to Supplier. Sourcing information required by EY includes, by way of example, the following: (a) for general services: the proportion of the Charges relating to services performed in the US; (b) for licences allowing access to servers: the proportion of Charges relating to US based servers; (c) for hosted services: the proportion of Charges relating to US based servers and/or users; and (d) for software licences: the proportion of Charges relating to use of software by US based users.
- 6.5 For US suppliers, the following terms shall apply: Upon entering into the Agreement, Supplier shall promptly provide EY with confirmation that it is tax resident in the United States, including a valid US taxpayer identification number.
- 7. Indemnification.**
- 7.1 Supplier shall indemnify, defend, save, and hold EY and EY Network Members and its 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 the Agreement by Supplier, its agents, employees, directors, affiliates or subcontractors, including, without limitation, for: (i) any Defects in the Goods, Services, Software and/or Works provided to EY; (ii) any misappropriation or infringement of any Intellectual Property right of EY or any third party; and (iii) any willful misconduct or negligence on the part of Supplier.
- 8. Limitation of liability.**
- 8.1 Neither EY nor the EY Network Members shall be liable under or in connection with the Purchase Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (i) loss of profit, loss of revenue, loss of goodwill or loss 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 or the

relevant EY Network Member(s) were advised, knew, or should have known of the likelihood of such damages. The total aggregate liability of EY and the EY Network Members together arising out of or in connection with the Purchase Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited in relation to events occurring in any calendar year to 100% of the Charges paid or payable by EY under the applicable Purchase Order for that calendar year. Notwithstanding any other provision of the Agreement, Supplier's recourse with respect to any matter (including any obligation of EY hereunder) shall be limited solely to the assets of EY, 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. Losses, damages and expenses suffered by EY Network Members in connection with the Agreement or its subject matter shall be treated as though they were suffered by EY itself.

9. Assignment and Subcontracting.

- 9.1 Neither the Purchase Order nor any interest herein may be assigned, delegated, transferred or otherwise dealt with by Supplier without the prior written consent of EY. EY may assign any or all of its rights hereunder to any EY Network Member.
- 9.2 If EY consents to the sub-contracting of Services, Supplier shall remain fully responsible and liable for the performance of its and its subcontractor's obligations.

10. Cancellation/Termination.

- 10.1 EY may terminate the 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 which are prepaid or otherwise unused as at the effective date of termination, and no further fees shall be due from EY in respect of the Goods, Services Software and/or Works. Termination or expiry of the 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).

11. Binding Effect.

- 11.1 Performance by Supplier shall be deemed acceptance of all the terms and conditions set forth herein. However, except as may be agreed in writing by the parties, the Purchase Order shall not be binding upon EY unless signed or issued by an EY purchasing agent or such other authorised persons as have been designated in writing to Supplier by the EY purchasing agent (any of which, an "EY Representative"). Any alterations, modifications or additions made to the Agreement will be deemed of no effect unless expressly accepted in writing and signed by an EY Representative.

12. No Use of Name.

- 12.1 Supplier shall not use, or permit the use of, the name, trade name, service marks, trade marks, trade dress, or logo of EY or any EY Network Member in any form of publicity, press release, advertisement, or otherwise without EY's prior written consent.

13. Independence.

- 13.1 **Ordinary / Normal Course.** Supplier represents, warrants and undertakes, as of the date of this Agreement, that: (i) entering this type of agreement is in the ordinary course of Supplier's business with customers similar to EY; (ii) the Goods, Services, Software and/or Works are being offered at market rates or otherwise in accordance with Supplier's internal pricing policies and practices; (iii) this 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; (iv) (if Supplier is an individual) that during the term of this Agreement Supplier shall not 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. For the purposes of this sub-clause (iv), a person shall be deemed a "substantial equity owner" of an entity if they (a) are a general partner in such entity, if such entity is a limited partnership; (b) hold 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 (c) hold 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; (v) (if Supplier is an entity controlled by an individual) that during the term of this Agreement, 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 Agreement 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 Agreement. For the purposes of this sub-clause (v), a person or an entity shall be deemed a "substantial equity owner" of an entity if that person or entity (a) is a general partner in such entity, if such entity is a limited partnership; (b) 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; (c) 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 (vi) the aggregate amounts contemplated to be paid by EY to Supplier under this Agreement, 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 5% of Supplier's total revenues during such period.

- 13.2 **Independence Termination.** EY may immediately terminate all or any portion of this Agreement with immediate effect without penalty, liability, or further payment obligation to Supplier by giving written notice to Supplier if: (i) any of the representations and undertakings set out in Section 13.1 have become inaccurate, false or invalid; or (ii) 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.

- 13.3 **Notice of Change of Control.** To the extent legally permitted, Supplier shall provide EY notice of any Change of Control of Supplier prior to or at the time such Change of Control becomes effective. For purposes of this Section 13.3, "Change of Control" of Supplier means: (i) a merger, acquisition or consolidation of Supplier in which the equity holders of Supplier 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 Supplier of all or substantially all of its assets in one transaction or in a series of related transactions.

- 13.4 **Reaffirmation of Independence.** Supplier shall reaffirm the Independence representations and clauses in each Purchase Order entered into under this Agreement as of the effective date of such Purchase Order.

14. Insurance.

- 14.1 Supplier shall maintain in effect throughout the term of the Purchase Order 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 the Agreement. Supplier shall deliver certificates of insurance evidencing required coverage upon EY's request.

15. Confidential Information.

- 15.1 The parties may, from time to time during the term of the Agreement, provide to one another Confidential Information. During the term of the Agreement, and for a period of five (5) years following the expiry or termination for any reason of the 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. Neither party shall, at any time during or after the term of the Purchase Order, use any Confidential Information for any purpose other than carrying out its obligations under the Purchase Order.
- 15.2 Either party may disclose Confidential Information received from the other party to its principals, directors, employees, partners, agents, and contract workers ("Representatives"), who have a need to know such information and who have confidentiality obligations that are at least as restrictive as

- the Agreement. Each party shall be responsible for disclosures to their Representatives.
- 15.3 Supplier understands and agrees that EY may disclose Supplier Confidential Information received from Supplier to other EY Network Members, and third parties providing services on its behalf, who may require the same to enable EY and the EY Network Members to comply with regulatory requirements, to check conflicts, for quality, risk management, or for financial accounting purposes and/or for the provision of other administrative support services. EY shall be responsible to Supplier for maintaining the confidentiality of Supplier Confidential Information.
- 15.4 EY may also disclose the Confidential Information to its financiers or financiers of any other EY Network Member (including banks and/or holders of any debt instruments or notes that may be issued by EY Network Members) ("Financier Purposes") provided that the recipients of such Confidential Information are bound by obligations to keep such information confidential. EY shall be responsible to Supplier for maintaining the confidentiality of the Supplier's Confidential Information for all Financier Purposes
- 15.5 Upon the expiration or termination for any reason of the Agreement, or upon request subject to any licence rights, each party shall promptly return to the other party or, if so directed by the other party, destroy all EY Confidential Information (in every form and medium, except for archive in the ordinary course or legal purposes), and certify such return or destruction in writing.
- 16. Data Protection.**
- 16.1 This Section 16 shall apply with respect to any Personal Data processed by Company in connection with the Agreement ("EY Personal Data"). In this Section 16, the terms "processing", "processor," "data subject," and "Personal Data" shall have the meaning given in the GDPR.
- 16.2 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.
- 16.3 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 16. Supplier will ensure the reliability of any employees and subcontractor personnel who have access to EY Personal Data.
- 16.4 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.
- 16.5 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 Agreement, with reasonable notice and during regular business hours. Supplier will not: (i) process or permit the processing of EY Personal Data of EEA or Swiss data subjects (or any other EY Personal Data subject to GDPR or the Swiss Federal Act on Data Protection) outside the European Economic Area or Switzerland; or (ii) process or permit the processing of EY Personal Data of UK data subjects (or any other EY Personal Data subject to the Data Protection Act 2018 and the United Kingdom Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) outside of the United Kingdom, unless such processing is 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 Agreement in such a way as to cause EY to breach any of its obligations under GDPR or any other applicable data protection legislation.
- 17. General.**
- 17.1 Except as expressly provided in the Agreement in relation to the EY Network Members, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 17.2 If any provision or part provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted.
- 17.3 Except in respect of any fraudulent misrepresentation, the Agreement constitutes the entire understanding between the parties and supersedes all prior representations, writings, negotiations or understandings written or oral, between the parties relating to the subject matter of the Agreement.
- 17.4 No failure or delay on the part of either party in enforcing the Agreement shall be or shall be deemed to be a waiver of or in any way prejudice any right of that party under the Agreement. Any waiver by either party of any of its rights under the Agreement must be in writing.
- 17.5 Sections 4,5,7,8,14,15,16 and this Section 17 shall continue in full force and effect following the termination or expiry of the Agreement for any reason.
- 18. Governing Law.**
- 18.1 The Agreement is governed by and construed in accordance with the laws of England and Wales. Any dispute or claim, except for a claim seeking solely injunctive relief which shall be subject to the exclusive jurisdiction of the English courts, arising out of or in connection with the Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under LCIA Rules, which Rules are deemed to be incorporated by reference into this Section 18. The number of arbitrators shall be one unless the parties agree that the dispute would require three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The parties agree that the existence and content of the arbitration, and the terms of any order or award made in the arbitration shall, except as may be required by law, be confidential. Judgment upon any award(s) rendered by the arbitrators may be entered in any court having jurisdiction thereof.