

## GENERAL TERMS AND CONDITIONS (Procurement of Products)

**1. APPLICATION.** These terms and conditions shall apply to the Agreement between EY and the Supplier and/or to the Purchase Order issued by EY for procurement of Products from the Supplier. Any alterations, modifications or additions of these terms and conditions shall be void and of no effect, except to the extent expressly accepted in writing by a duly authorized representative of EY.

**2. ORDER OF PRECEDENCE.** In the event of any inconsistencies between the provisions of the contract documents, they shall apply in the following order of priority: 1) the Agreement; 2) the Purchase Order; 3) attachments to the Purchase Order other than those referred to below in this clause; 4) these terms and conditions; and 5) any other document agreed upon between the Parties. However, to the extent the Purchase Order contains deviating terms and conditions, such terms and conditions shall have precedence over the Agreement. Any reference to terms and conditions of the Supplier in an invoice, proposal or other Supplier document shall not be applicable between the Parties.

**3. DEFINITIONS.** In this document the following terms shall have the following meanings:

- **“Agreed Delivery Date”** means the date on which the Products shall be delivered in accordance with the Agreement and/or Purchase Order. In case the Parties have not agreed on a specific date, the Agreed Delivery Date shall be a date within reasonable time, however not exceeding two (2) weeks after EY issuing the Purchase Order.
- **“Agreement”** means the agreement, other than a Purchase Order, executed between the Parties for EY’s procurement of Products from the Supplier.
- **“Confidential Information”** means the information described in clause 15 below.
- **“EY”** means the EY Firm in the Nordics which is a party to the Agreement and/or which has executed the Purchase Order. Where more than one EY Firm is a party to the Agreement, the term EY means the EY Firm who has procured the Products.
- **“EY Firm”** means a member of the global network of Ernst & Young firms (including EY), each of which is a separate legal entity.
- **“EY Personal Data”** means personal data concerning EY’s partners and employees.
- **“Guarantee Period”** means the period described in clause 6 below.
- **“Party”** means EY and the Supplier, respectively and **“Parties”** means EY and the Supplier, collectively.
- **“Product Related Services”** means services which shall be performed by the Supplier in connection with and as part of the delivery of the Products as set out in the Agreement and/or Purchase Order. Any provision regarding the delivery of Products shall, as applicable, also cover the performance of any Product Related Services. The provisions explicitly referring to Product Related Services apply only when Product Related Services are procured.
- **“Products”** means the products which the Supplier has undertaken to deliver to EY in accordance with the Agreement and/or Purchase Order, including the performance of any Product Related Services.
- **“Purchase Order”** means a purchase order issued by EY to the Supplier with a request for delivery of certain products in accordance with the Agreement (if any) and/or these terms and conditions, unless otherwise stated in the Purchase Order.
- **“Substantial Equity Owner”** means a natural or legal person of an entity if that person 1) is a general partner in such entity, if the entity is a limited partnership; 2) 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 the entity is publicly-traded; or 3) 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 the entity is privately-held.
- **“Supplier”** means the legal entity being a party to the Agreement and/or Purchase Order from which EY is procuring the Products.

**4. SUPPLIER UNDERTAKINGS ETC.** The Supplier shall deliver the Products on the terms and conditions of the Agreement and/or Purchase Order for the benefit of EY and, if specifically agreed, for the benefit of any other EY Firm(s). The Supplier represents and warrants that the Products 1) are fit for the intended purpose; 2) comply with the specifications set out in the Agreement and/or Purchase Order; and 3) are new and of good quality and satisfy applicable industry standards as well as legal requirements. Further, the Supplier represents and warrants that the Products and EY’s use of the Products and/or any materials provided by the Supplier in connection with the Products do not infringe the intellectual property rights or any other rights of a third party and that the Supplier has obtained all consents, clearances, permissions and licenses necessary to carry out all of its obligations under the Agreement and/or Purchase Order.

The Supplier shall ensure that 1) the Products are properly contained or packaged and, unless otherwise agreed in the Agreement and/or Purchase Order, any packaging is removed from the premises of EY without undue delay after the delivery of the Products and without any costs to EY; 2) the Products are adequately insured (as stated in clause 14 below) during the entire transport; and 3) the Products are delivered timely on the Agreed Delivery Date. The Supplier shall bear all risk for any loss or damage of the Products until they have been properly delivered to EY’s location and place within location as set out in the Agreement and/or Purchase Order, or if no agreement has been made in this regard until the Products have been delivered to EY’s address set out in the Agreement and/or Purchase Order. The Supplier shall provide any Product Related Services set out in the Agreement and/or Purchase Order timely by using appropriately qualified and trained personnel, with due care and diligence and consistent with professional standards applicable to the Supplier’s business and in accordance with any specifications set out in the Agreement and/or Purchase Order.

In the event the Products do not fulfil the requirements set out in the Agreement and/or Purchase Order or are otherwise not in conformance with what could reasonably be expected of the Products delivered, the Supplier shall rectify any such defect without delay upon written notification from EY. In the event the Supplier does not or is not able to do so, the Supplier shall at EY’s sole discretion either replace the defective Products or promptly refund any fees paid by EY. EY shall be entitled to invoke any other remedies available to EY due to the defects, including but not limited to claims for compensation for damages in accordance with clause 8.

**5. DELAY AND LIQUIDATED DAMAGES.** The Supplier shall be deemed to be in delay if the Products are not delivered on or by the Agreed Delivery Date and/or otherwise as agreed. The Supplier shall promptly notify EY of any anticipated delays and the effects of such delays on the Supplier’s ability to deliver the Products as agreed. In the event of a delay caused by the Supplier or circumstances for which the Supplier is liable, the Supplier shall upon EY’s request pay EY liquidated damages of two (2) percent of the estimated price for the Products delayed for each commenced calendar week of delay. Such liquidated damages shall not exceed a maximum of fifteen (15) percent of the said price. In addition, when a delay has a material negative impact on EY’s intended use of the Products, or if a delay has continued for more than ten (10) workdays, EY shall at its sole discretion be entitled to terminate the delivery of the Products, wholly or in part, and claim compensation for damages in accordance with clause 8 below. Any liquidated damages paid shall be deducted from any damages payable to EY as a result of the delay.

**6. GUARANTEE.** The Guarantee Period for the Products shall be twelve (12) months from EY’s receipt of the Products in accordance with the Agreement and/or Purchase Order. The guarantee shall cover all defects that may appear during the Guarantee Period. The Supplier’s guarantee shall, however, not cover defects that arise from the use of the Products contrary to the Supplier’s instructions or which are due to normal wear and tear. EY shall notify the Supplier of any defects that EY has discovered without undue delay and the Supplier shall promptly, at its own cost and at its own option, either

rectify all defects that appear during the Guarantee Period or replace the defect Products with new Products.

If the Supplier does not fulfil its obligations under this clause 6, EY shall have the right to either rectify the defect or replace the Products at the cost of the Supplier or to demand a price reduction. The Supplier shall be obliged to remedy all defects appearing in the Products also after the end of the Guarantee Period if the defects were present in the Products during the Guarantee Period but could not reasonably have been detected by EY during the Guarantee Period. EY shall be entitled to invoke any other remedies available at law and/or the Agreement/Purchase Order due to the defects, including but not limited to damages for losses caused to EY.

**7. PRICE AND INVOICES.** Unless otherwise agreed, the price shall be fixed and be specified in the Agreement and/or Purchase Order. The price shall include all fees, taxes (except for VAT), and any and all costs for delivery of the Products to EY's preferred location and place within location (e.g. storage, packaging, transport and insurance) as well as for removing the packaging material from EY's premises. If the price shall be determined in accordance with the Supplier's pricelist approved by EY, any changes to the pricelist require EY's prior written consent. If no price is stated in the Agreement and/or Purchase Order, the price shall correspond to a fair market price, taking into account prevailing market conditions. Payments shall only be made against an invoice.

The Supplier shall invoice EY after delivery of the Products, unless otherwise agreed. The invoices shall contain the following particulars: The EY Purchase Order number or if there is no Purchase Order, a reference to the Agreement, the company name and address of the Supplier, contact persons, specification of the Services performed and payment details, including the Supplier's local tax/VAT registration number, and any additional information required under applicable laws.

If an invoice from the Supplier is not issued in accordance with this clause 7, EY is entitled to withhold payment of the invoice until EY has received a correct invoice. In such case the Supplier is not entitled to late payment interest. Invoices shall be paid by EY within thirty (30) days of receipt of a correct and undisputed invoice. All payments shall be made in the currency of the country where the EY Firm procuring the Products is based. EY shall not be obligated to pay any invoicing charges.

**8. LIABILITY.** The Supplier shall compensate EY (and any other EY Firms for whom the Products have been provided) for any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered by EY (and any other EY Firm) in connection with or arising out of the use of the Products and/or due to any breach of the Supplier's obligations under the Agreement and/or Purchase Order.

The Supplier's liability for the Products delivered shall include, but not be limited to, liability for any personal injury or property damage resulting out of a defect in the Products.

EY shall inform the Supplier of any claims for damages in relation to the Products delivered within a reasonable time.

**9. ASSIGNMENT AND SUBCONTRACTING.** Neither the Agreement or Purchase Order nor any rights and obligations herein may be assigned, delegated or transferred by any Party without the other Party's prior written consent.

The Supplier may not subcontract the performance of its obligations under the Agreement and/or Purchase Order, in whole or in part, without EY's prior written consent. The Supplier shall at all times be responsible for the delivery of the Products by its subcontractors to the same extent as if the Supplier had delivered the Products itself.

**10. COMPLIANCE AND AUDIT.** The Supplier warrants that the Products delivered will comply with all applicable laws and regulations, including but not limited to those relating to anti-bribery

and corruption, and the Supplier shall not do, or omit to do, any act that will cause EY to be in breach of any such laws or regulations. Further, the Supplier undertakes to comply with the latest version of the EY Global Supplier Code of Conduct, which is available at [www.ey.com](http://www.ey.com), during the term of the Agreement and/or Purchase Order.

Upon EY's request, EY may audit or appoint a third party to audit the Supplier and any subcontractor engaged in providing the Products, to assess if the Supplier complies with the EY Global Supplier Code of Conduct. The Supplier shall, without delay, provide EY or the third party access to all information and documentation relevant for the audit. The Supplier shall ensure that any subcontractor engaged by the Supplier agrees to be audited on the same terms and conditions as stated in this clause 10. Each Party shall bear its own costs in connection with the audit.

**11. TERM AND TERMINATION.** The term of the Agreement is stated in the Agreement. A Purchase Order shall come into effect upon EY's receipt of the Supplier's written acceptance of the Purchase Order or when the Supplier starts to deliver the Products in accordance with the Purchase Order and/or the Agreement (if any), whichever comes first. In the event EY has not received such written acceptance or the Products within ten (10) workdays from the issuance of the Purchase Order, the Purchase Order shall lapse unless otherwise agreed. A Purchase Order shall remain in full force and effect until the Parties' obligations under the Purchase Order have been fulfilled or until the Purchase Order has been terminated in accordance with this clause 11.

EY is entitled to terminate any ongoing delivery of Products for convenience at any time in relation to undelivered parts upon ten (10) workdays' prior written notice to the Supplier. In addition, the Agreement and/or Purchase Order may be terminated with immediate effect by EY at any time in the following cases: 1) if the Supplier is declared bankrupt, initiates composition negotiations, is liquidated or otherwise could be assumed to be or becomes insolvent; 2) if the Supplier has committed a material breach of the Agreement and/or Purchase Order and such breach has not been remedied within ten (10) workdays after receiving a written notice from EY to that effect (including a description of the alleged breach); 3) if EY has reason to believe that the Supplier will not be able to provide the Products as agreed; or 4) if EY reasonably determines that the delivery of the Products will be contrary to laws or professional obligations applicable to EY. Any termination shall be made in writing.

In the event of termination hereunder, the Supplier is entitled to compensation for Products already delivered and any Product Related Services already performed in accordance with the Agreement and/or Purchase Order.

Unless otherwise stated in the notice of termination or otherwise agreed between the Parties, termination or expiry of the Agreement shall not affect any Purchase Order, which shall continue in full force and effect in accordance with its terms (unless or until the Purchase Order is terminated pursuant to this clause 11) and such Purchase Order shall continue to be governed by the terms and conditions of the Agreement, notwithstanding the termination of the same.

The termination of the Agreement and/or Purchase Order shall not affect any accrued rights and obligations of the Parties at the date of the termination or expiry (as applicable).

**12. NO USE OF NAME.** The Supplier shall not use, or permit the use of, the name, trade name, service marks, trademarks, or logo of EY in any form of publicity, press release, advertisement, or otherwise without EY's prior written consent.

**13. INDEPENDENCE.** EY is a registered audit firm. For audit firms there are both national and international independence rules on business relationships with audit clients and with companies included in the ownership structures of companies where EY or any other EY Firm is an auditor. The Supplier warrants that the Agreement and/or Purchase Order is/are entered into in the Supplier's normal course of

business and on the same or similar terms as the Supplier uses for other customers.

The Supplier confirms that during the term of the Agreement and/or Purchase Order 1) neither the Supplier, any of the Supplier's members of the board of directors, executive officers or Substantial Equity Owners nor any of the individuals with significant responsibility for providing the Products is a partner, executive officer, member of the board of directors or a Substantial Equity Owner (or otherwise with control) of an audit client of an audit firm; and 2) the aggregate amounts contemplated to be paid by EY to the Supplier within any fiscal year period, shall not exceed 10 % of the Supplier's total revenues during such period.

The Supplier undertakes to inform EY without delay in case the status above changes, and confirms that EY is entitled to terminate the Agreement and/or Purchase Order according to clause 11 above if the status should change.

**14. INSURANCE.** The Supplier shall ensure that all transport of Products to be made to EY is covered by freight insurance. Further, the Supplier shall at its own expense take out and maintain a general liability insurance and a product liability insurance during the term of the Agreement and/or Purchase Order. The insurances shall be issued by a recognised insurance company of sound financial status for an amount which is sufficient to cover all liabilities to which the Supplier may be subject in relation to the Products provided to EY. Upon EY's request, the Supplier shall present a copy of valid insurance certificate evidencing sufficient insurance coverage.

**15. CONFIDENTIAL INFORMATION.** The Parties may, from time to time during the term of the Agreement and/or Purchase Order, provide to one another Confidential Information, which includes any information identified as confidential, or which ought reasonably under the circumstances be treated as confidential, such as information relating to a Party's business, products or services. Information about the Agreement and/or Purchase Order shall also be treated as Confidential Information. Notwithstanding the above, Confidential Information shall not include information that: 1) is or becomes part of the public domain through no breach by the receiving Party of the terms and conditions of the Agreement and/or the Purchase Order; 2) the receiving Party can show was in its lawful possession prior to disclosure of such information by the disclosing Party under the Agreement and/or Purchase Order; or 3) is lawfully disclosed to the receiving Party by a third party, who is not subject to any restrictions on disclosure of information received.

During the term of the Agreement and/or Purchase Order and for a period of five (5) years following the expiration or termination of the Agreement and/or Purchase Order, each Party shall hold all Confidential Information relating to the other Party in confidence and shall not disclose such Confidential Information to a third party without the other Party's written permission. Each Party shall treat Confidential Information relating to the other Party 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. The Supplier shall not use any Confidential Information received from or on behalf of EY for any purpose other than carrying out its obligations under the Agreement and/or Purchase Order. Upon EY's request, the Supplier shall promptly return to EY or, if so directed by EY, destroy or erase any and all Confidential Information received from EY or on EY's behalf including any copies thereof, and certify such return or destruction in writing.

Notwithstanding the foregoing, EY may disclose Confidential Information received from the Supplier to other EY Firms on a need to know basis in relation to the Products to be delivered. Further, a Party may disclose Confidential Information 1) pursuant to a statutory obligation, order of a court of competent jurisdiction or that of a competent regulated body, provided that (to the extent legally permissible) prior written notice of such required disclosure is furnished to the disclosing Party without delay in order for the disclosing Party to seek a protective order; 2) to a Party's external professional advisors who need to know the Confidential Information

to enforce the recipient's rights under the Agreement and/or Purchase Order, provided that the disclosing Party informs such professional adviser of the confidentiality of the information; or 3) with the prior written consent of the disclosing Party.

**16. DATA PROTECTION.** In this clause 16 "Data Protection Laws" means all applicable laws and regulations governing or relating to the processing of personal data that can be used to identify an individual. The terms "processing", "data processor", and "personal data" shall have the meanings set out in the European Data Protection Directive 95/46/EU.

To the extent the Supplier will process EY Personal Data, EY appoints the Supplier as a data processor. The Supplier shall: 1) process EY Personal Data only in accordance with applicable laws and instructions from EY; 2) unless otherwise requested by EY, process EY Personal Data only to the extent, and in such manner, as is necessary for the performance of the Supplier's obligations under the Agreement and/or Purchase Order; 3) 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; 4) notify EY of any unauthorised or unlawful processing or any loss, destruction, damage, alteration or disclosure of EY Personal Data as soon as it becomes aware thereof and keep EY informed of any related developments; and 5) not process or permit the processing of EY Personal Data outside the European Economic Area without EY's prior written consent.

Before engaging any subprocessor, the Supplier shall obtain EY's prior written consent. The Supplier undertakes to ensure that the subprocessor gives the same undertakings as the Supplier has done in this clause 16 as regards the processing of EY Personal Data.

**17. SURVIVAL AND SEVERANCE.** Clauses 8, 12, 15, 16, 18 and this clause 17 shall continue in full force and effect following the termination or expiry of the Agreement and/or Purchase Order for any reason.

If a provision of the Agreement and/or Purchase Order, wholly or partly, is determined to be void or unenforceable by a court or body of competent jurisdiction it shall be void or unenforceable to that extent only and the validity and enforceability of the other provisions or the remainder of any such provision shall not be affected.

**18. GOVERNING LAW AND JURISDICTION.** The Agreement and/or Purchase Order shall be governed by and construed in accordance with the substantive laws of the Nordic country where the EY Firm which has procured the Products is registered.

Any dispute arising in connection with the Agreement and/or Purchase Order shall be subject to the exclusive jurisdiction of the courts of the Nordic country where the EY Firm which has procured the Products is registered, to which EY and the Supplier hereby submit. The court of first instance shall be the district court in the capital of the applicable Nordic country.