

## SGV PURCHASE ORDER TERMS AND CONDITIONS

The following terms apply as between SyCip Gorres Velayo & Co. (SGV) and [Insert full legal name of Supplier] (“Supplier”) (each a “Party”; collectively referred to as “Parties”). 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. The word “including” shall not limit the sense of the preceding words.

1. **Scope of Services.** Supplier shall perform the services and deliver Work Products (if any) set out in this Purchase Order for the benefit of SGV, together with any other incidental activities which are reasonably necessary in order to carry out the same (together the “Services”).
2. **Warranties.** Supplier represents, warrants and undertakes to SGV that: (1) the Services and Work Product(s) shall at all times comply with SGV’s specifications, if any; (2) the Services and the use by SGV of the Work Product and/or any other materials provided by Supplier shall not infringe the intellectual property rights or other rights of any third party; (3) 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; (4) Supplier shall obtain all consents, clearances, permissions and licenses necessary to carry out all of its obligations under this Purchase Order; and (5) Supplier shall provide any Services in accordance with the requirements set out in this Purchase Order and in compliance with any SGV codes or policies as notified to Supplier by or on behalf of SGV from time to time, using personnel with knowledge and experience which is sufficient for the tasks assigned to them. 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 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 SGV’s sole option) replace the Work Product or re-perform the non-conforming Services (as relevant) or promptly refund any fees paid by SGV.
3. **Invoices.** SGV’s Purchase Order number or requisitioner’s name, date and description of Services and Work Product(s) (if any) shall appear on all invoices, packages and (where relevant) shipping papers. Any shipments shall be prepaid and accompanied by a packing slip. All amounts set out in the Purchase Order are inclusive of other local applicable equivalent taxes, which will be paid by SGV at the rate and in the manner prescribed by applicable law, subject to receipt of a valid BIR Registered VAT billing invoice or statement of account (or equivalent). The BIR Registered Billing Invoices or Statement of Account will be payable by SGV within 30 days of receipt of a correct, undisputed and properly due invoice. SGV shall not be liable for any amounts not explicitly set out in this Purchase Order. Upon payment by SGV, Supplier shall provide a BIR VAT Registered Invoice or Official Receipt.

In cases where SGV is required to deduct or withhold taxes, SGV shall withhold taxes from the income payments and pay the taxes due thereon to the proper and competent government authority in accordance with applicable and relevant tax laws and its implementing rules and regulations.

4. **Indemnification.** Supplier shall indemnify, defend, save, and hold SGV 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 in connection with or arising out of any act or omission, the performance, non-performance, breach or alleged breach of this Purchase Order by Supplier, its agents, employees, directors, affiliates or subcontractors.

5. **Limitation of liability.** SGV 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 SGV was advised, knew, or should have known of the likelihood of such damages. The total aggregate liability of SGV 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 Services paid or payable by SGV in such calendar year. Notwithstanding any other provision of this Purchase Order, Supplier's recourse with respect to any matter (including any obligation of SGV hereunder) shall be limited solely to the assets of SGV, and Supplier shall have no recourse against, and shall bring no claim against individual partner, director, employee.
6. **Assignment.** 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 SGV.

SGV may assign any of its rights and obligations under this Purchase Order to (i) any other EY Firm and/or (ii) any entity resulting from, or established as part of, a restructuring, sale or transfer of an SGV/EY Firm department or division, provided further that any such assignment does not materially affect the continuity of the Services. SGV shall provide the Supplier with notice of any such assignment.

7. **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 corruption and data privacy, and Supplier shall not do, or omit to do, any act that will cause SGV to be in breach of any such laws or regulations.
8. **Cancellation/Termination.** SGV 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 SGV any fees paid for Services or Work Product(s) that have not been provided as at the effective date of termination, and no further fees shall be due from SGV in respect of the Services or Work Product(s). 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).
9. **Force Majeure.** An "Event of Force Majeure" shall mean any circumstance, not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such Party, (b) such event materially adversely affects the ability of such Party to perform its obligations under the Agreement, (c) such event is not the direct or indirect result of the negligence, fault or failure of such Party to perform any of its obligations under the Agreement (d) such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on such Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. In such event, neither Party shall be responsible to the other for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other of such Force Majeure Event. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition cease to exist. A Party is not entitled to rely on this Clause to the extent that it has failed to take all reasonable steps to mitigate and minimize the period of the delay or to provide reasonable precautions or workarounds. In case a Force Majeure Event lasts for more than thirty (30) days from the date of the notification and such Force Majeure Event prevents that Party from performing its material obligations under this Agreement during that

period, the other Party is entitled (but not obliged) to terminate this Agreement immediately on written notice at no cost.

If the Supplier is excused from the performance of the Services pursuant to a Force Majeure Event then, at SGV's option and without limiting any other rights it may have, SGV may take control of the part of the Services affected by the Force Majeure Event and in so doing may perform any act that SGV deems reasonably necessary in order to restore the Services. SGV shall not be charged for Services that are not provided to SGV as a result of a Force Majeure Event. Neither Party is liable for any costs or expenses of the other party arising as a result of any Force Majeure Event.

10. **Governing Law.** The validity, interpretation and performance of this Purchase Order shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

11. **Dispute Resolution.** Any dispute arising out of or in connection with this Purchase Order shall be referred by written notice: (i) first to the duly-authorized officer/representative of each party who shall meet and endeavour to resolve the dispute between them within fifteen (15) business days of such notice; and (ii) failing resolution of the dispute, to a senior officer/representative of Supplier and a senior officer/representative of SGV (together the "Senior Officers") who shall meet and endeavour to resolve the dispute between them within ten (10) business days of such notice (the "Senior Officers' Meeting"). For the purpose of this Purchase Order, the term "Service Officer" shall mean, with respect to this Purchase Order (including any applicable Schedules), the persons appointed by each party whose identity shall be notified to the other party from time to time.

If the officers or Senior Officers are unable to amicably resolve the dispute according to this Clause 11, the dispute shall be referred exclusively to the jurisdiction of the courts of Makati City, Metro Manila, Philippines.

12. **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 SGV Representative.

13. **No Use of Name.** Supplier shall not use, or permit the use of, the name, trade name, service marks, trademarks, or logo of SGV in any form of publicity, press release, advertisement, or otherwise without SGV's prior written consent.

14. **Additional Representation and Warranties**

The Parties represent and warrant in favor of each other that:

- a. each has full power, authority and legal right to execute, deliver and perform this Purchase Order;
- b. this Purchase Order constitutes their legal, valid and binding obligation, enforceable in accordance with the terms hereof;
- c. the execution, delivery and performance of this Purchase Order does not and will not violate any provision of, or result in a breach of or constitute a default under any law, regulation or judgment or violate any agreement binding upon either of the parties or of any of their properties;
- d. each has obtained the necessary permit/s, license/s, or authorization/s from the proper government agencies or offices to perform its specific obligations under this Purchase Order

and shall maintain said permit/s, license/s, or authorization/s for the entire duration of this Purchase Order;

- e. each shall be exclusively liable for any and all taxes, license fees, permit fees, charges and assessments which are imposed or may hereafter be imposed by the proper governmental tax authorities in relation to the performance of its specific obligations under this Purchase Order;
- f. SGV in consideration of the health and safety of its partners, principals, officers, employees or third parties in its premises may require COVID -19 Testing (Rapid Antibody Testing or RT-PCR Testing) prior to the deployment of CONTRACTOR's employees or personnel to SGV premises;
- g. Supplier warrants that it will not deploy employees/personnel to SGV that are not medically fit to work due to COVID-19 and other known infectious diseases in relation to COVID-19 or who are classified as close contact, suspect, probable, or confirmed of COVID-19. The SUPPLIER undertakes to inform or advise SGV should any of the employees/personnel assigned or designated by the SUPPLIER be classified as close contact, suspect, probable, confirmed of COVID-19 cases and have undergone mandatory quarantine and/or received medical treatment;
- h. SUPPLIER acknowledges that SGV strictly implements preventive measures against COVID-19 complying with the minimum health standards pursuant to the issuances of the local and national government and other government agencies, including the Department of Health, Department of Trade and Industry, and Department of Labor and Employment. SUPPLIER understands and acknowledges that these preventive measures strictly implemented cannot guarantee that any employees/personnel designated by the Supplier will not become exposed or infected with COVID-19 and/or any of its related illnesses, symptoms or complications, especially and particularly as may arise from the entry into SGV premises. SUPPLIER undertake full responsibility in ensuring the compliance of its employees/personnel who will enter the premises of SGV, or other location as herein provided with SGV rules and regulations and policies, including those pertinent to preventive measures against COVID-19; and
- i. SUPPLIER agree to hold free and harmless, SGV, its partners, principals, officers, or employees against all actions, claims and demands arising from or in connection with allowing the designated employees/personnel of the Supplier to enter or otherwise access SGV premises or other location as herein provided particularly in the event of any exposure or infection of any occupant of SGV to COVID-19 who may be in close contact as situated in the same floor or area where the employees/personnel of the Supplier is located.

## 15. Independence

The Supplier represents, warrants and undertakes, as of the date of this Purchase Order, that:

- a. Entering this type of agreement is in the ordinary course of the Supplier's business with customers, such as SGV;
- b. This Purchase Order does not contain terms and conditions that are, in the aggregate, more favorable than those being offered by Supplier to other buyers with similar levels of spending;
- c. The Products and Services are priced at market rates or otherwise in accordance with Supplier's internal pricing policies and practices;

- d. During the Term, none of the Supplier's directors, officers or direct or indirect substantial equity owners and none of the individuals with significant responsibility for providing services to an EY Network Member shall be a partner, executive officer, member of the Board of Directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of an EY Network Member. For the purposes of this Clause, a person or entity shall be deemed a "substantial equity owner" of an entity if he or it: (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; or (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;
- e. The aggregate amounts contemplated to be paid by SGV to Supplier under this Purchase Order, and under all other agreements between SGV and Supplier in effect within any fiscal year period, shall not exceed 7% of Supplier's total revenues during such period.

The Supplier agrees to advise SGV immediately of any change that could render false or invalid during the term of this Purchase Order. If any of the Supplier's representations and warranties hereunder is or becomes false or invalid, or if SGV determines, in its sole discretion, that continuation of the contract might conflict its professional obligation, SGV may terminate the Purchase Order with immediate effect.

16. **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. Supplier shall deliver certificates of insurance evidencing required coverage upon SGV's request.
17. **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 business, operations, products, customers, clients, services or methodologies (collectively, "Confidential Information").

Confidential Information shall not include information that:

- a. is or becomes part of the public domain through no act or omission of the receiving party;
- b. was in the receiving party's lawful possession prior to initial disclosure by the disclosing party, and is not subject to an obligation of confidentiality;
- c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure imposed on the third party;
- d. is independently developed by the receiving party; or
- e. 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 SGV for any purpose other than carrying out its obligations under this Purchase Order.

Upon SGV's request, and upon the expiration or termination for any reason of this Purchase Order, Supplier shall promptly return to SGV or, if so directed by SGV, destroy all SGV Confidential Information (in every form and medium), and certify such return or destruction in writing.

18. **Data Protection.** In this clause "Data Protection Laws" means all applicable 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 the Philippine Data Privacy Act of 2012, its implementing rules and regulations, and other relative issuances of the National Privacy Commission. "SGV Personal Data" means any data obtained by Supplier under or in connection with the performance of its obligations under this Purchase Order that can be used to identify an individual and any other personal data or data that is covered by the Data Protection Laws.

Supplier will and will procure that all its sub-contractors will:

- a. process SGV Personal Data only in accordance with instructions from SGV,
- b. unless otherwise requested by SGV, process SGV Personal Data only to the extent, and in such manner, as is necessary for the performance of Supplier's obligations under this Purchase Order;
- c. implement appropriate, technical and organisational measures to protect SGV Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- d. notify SGV or any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of SGV Personal Data within twenty-four (24) hours upon becoming aware thereof and keep SGV informed of any related developments;
- e. comply with all Data Protection Laws in the processing of SGV Personal Data and
- f. not process or permit the processing of SGV Personal Data outside the Philippines.

19. **Anti-Corruption Policy**

Each of the Parties hereby represents and warrants that it shall undertake the following:

- a. It shall fully comply with, and shall procure that all its employees and subcontractors fully comply with, the Anti-Corruption Laws as defined below.
- b. It shall not do, or omit to do, any act that will cause the other Party to be in breach of the Anti-Corruption Laws;
- c. It has in place, and shall maintain in place throughout the term of this Purchase Order, policies and procedures to ensure compliance with the Anti-Corruption Laws and will enforce them where appropriate. At a Party's written request, the other Party shall disclose such policies and procedures to the requesting Party.

- d. It shall make it clear to those providing services for the Party, including its employees and subcontractors, that a Party does not accept or condone the payment of bribes (including facilitation payments) on the Party's behalf; and
- e. It shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by a Party in connection with the performance of this Purchase Order.
- f. It undertakes that to the best of its knowledge and belief having conducted reasonable investigations, none of its employees has done any act or thing in connection with or relating to, its obligations under this Purchase Order that would violate any anti-bribery or anti-corruption law.
- g. It shall promptly provide each party with information that either may request either generally or in response to a reasonable concern about the either's compliance with its obligation under this Section, and the other party shall cooperate with any investigation by the other party or any external government agency into compliance with the provisions of this Section and any applicable anti-bribery and anti-corruption laws (and related regulation and guidance) referred herein. Either party has the right to investigate the corresponding legal responsibility of the other on any act, communications and records in connection with or relating to, its obligations under this Purchase Order that would violate any anti-bribery or anti-corruption law; and
- h. Supplier warrants that it has not given nor promised to give any money, gift or favor to any officials or employees of the Supplier to secure this Purchase Order and any violation of this warranty shall be sufficient ground for the revocation or cancellation of this Purchase Order. SGV has the right to investigate the corresponding legal responsibility of the Supplier on any act, communications and records in connection with or relating to, its obligations under this Purchase Order that would violate any anti-bribery or anti-corruption law, SGV anti-bribery and anti-corruption requirements and the ABC provisions of the EY Global Code of Conduct and the EY Supplier Code of Conduct.

A Party shall indemnify, defend, and hold harmless the other Party, its directors, officers, employees, consultants and agents from and against all losses, damages, costs (including but not limited to legal costs and disbursements) arising from or incurred by reason of the Party, or any of its employees' or subcontractors' breach of the Anti-Corruption Laws.

For the avoidance of doubt, **Anti-Corruption Laws** shall be understood by the Parties to mean any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including Act No. 3815 or the Revised Penal Code of the Philippines, Republic Act No. 3019 as amended or the Anti-Graft and Corrupt Practices Act of the Philippines, UK 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.

20. **Termination due to pandemic.** In the event that SGV determines, in its sole discretion, that SGV's ability to participate in the activities that are the subject of this Purchase Order, including SGV's receipt of the Services set out herein, is or is likely to be frustrated, impacted or affected due to reasonable concerns regarding the health or safety of SGV personnel, SGV clients, or event attendees due to disease, epidemic, or pandemic (including, for the avoidance of doubt, any such concerns related to COVID-19), SGV may terminate this Purchase Order on written notice with immediate effect [and without further penalty, obligation or liability, including any liability for payment of cancellation fees. In the event of such termination, vendor shall reimburse to SGV within 30 days of receipt of SGV's notice of termination any portion of the Fees that have already been paid under this Purchase Order.

## 21. Conflict of Interest

The Supplier confirms that it is not aware of, and shall ensure that there are no circumstances that would cause the respective interests of the Supplier in arranging for or providing the Service and the SGV to be in conflict with each other that would prevent or hinder the Supplier from performing the Service in accordance with the terms of this Purchase Order (“Supplier Potential Conflicts”).

If either Party becomes aware of a Supplier Potential Conflict at any time during the course of the Service, 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 by modifying the Purchase Order. If the Parties are unable to resolve the Supplier Potential Conflict, SGV may terminate the Purchase Order without any penalties on the part of the Supplier and shall pay the outstanding amounts owing to the Supplier pursuant to this Purchase Order.

22. **Survival and Severance.** Clauses 4, 5, 10, 11, 12, 14, 15, 16, 17, 18, 19 and this clause 22 shall continue in full force and effect following the termination or expiry of this Purchase Order for any reason. 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.