

The following terms apply as between EY..... (EY network member) ("EY") and Supplier to the provision of Services or delivery of Products under the awarded Proposal for..... (hereinafter, "Services" and/or "Products" and "Awarded Proposal")

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Agreement and any other document relating to this transaction, including any terms and conditions in any invoice, proposal, or other Supplier's document, unless expressly agreed otherwise by the parties, the terms and conditions of this Agreement shall have precedence over such other documents. The word "including" shall not limit the sense of the preceding words.

- 1. Scope of Services.** Supplier shall perform the Services and deliver Products (if any) under the Awarded Proposal and/or set out in this Agreement for the benefit of EY, together with any other incidental activities which are reasonably necessary in order to carry out the same (together the "Services"). Where Services are provided on a day-rate basis, Supplier shall on request provide timesheets and breakdowns of time spent, and shall charge on the basis of an 8 hour day, and apply pro-rata for periods of less than 8 hours. Nothing in this Agreement shall restrict EY from obtaining Services or Products similar or equivalent to the Services or Products from a third party supplier other than Supplier.
- 2. Warranties.** Supplier represents, warrants and undertakes to EY that: (1) the Services and Product(s) shall at all times comply with EY's specifications, if any; (2) the Services and the use by EY of the Products 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 Agreement 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 Agreement; and (5) Supplier shall provide any Services in accordance with the requirements set out in this Agreement and in compliance with any EY codes or policies as notified to Supplier by or on behalf of EY from time to time, using personnel with knowledge and experience which is sufficient for the tasks assigned to them. (6) Supplier is and will at any time remain responsible and liable for its obligation to tax and social security laws. At EY's request, Supplier shall, within fourteen days, submit statements evidencing that Supplier has fulfilled such obligations.

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 Agreement. In the event of non-conformance with any of the above warranties, Supplier will correct any such non-conformance and if unable to do so promptly shall (at EY's sole option) replace the Product or re-perform the non-conforming Services (as relevant) or promptly refund any fees paid by EY.

EY reserves the right (but shall not be obliged to), prior notice, to inspect or test (by itself or third party designated by EY) the Products or the Services at any stage before delivery (including within manufacturing or testing process). The Supplier shall grant access to premises and such facilities as EY may reasonably require for such inspection. Testing or inspection by EY does not imply any acceptance.

- 3. Invoices.** EY's reference number or requisitioner's name, date and description of Services and 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. Value-added tax (or equivalent) shall be added by the Supplier at the rate and in the manner prescribed by applicable law. EY shall have no liability to the Supplier with respect to any tax, duty, levy or like imposition for which the Supplier may be obliged as a result of the supply of the Products and/or Services. If EY is required to withhold any tax or charge pursuant to any applicable law or regulation, EY shall be entitled to withhold and deduct such tax or charge from the price before payment to the Supplier. In case of an international supply Agreement which may be subject to Withholding Tax Treaty, a Certificate of Residency within the meaning of the Tax Treaty for the avoidance of Double Taxation shall be submitted and subsequently renewed if necessary.

Invoices will be payable by EY by electronic bank transfer within 60 days of receipt of a correct, undisputed and properly due invoice. EY shall not be liable for any amounts not explicitly set out in

this Agreement. EY may, without limiting its other rights or remedies, set off any amount owing to it by Supplier against any amount payable by EY to Supplier under this Agreement.

Any payment effected before acceptance is completed should be considered as conditional.

- 4. Indemnification.** Supplier shall indemnify, defend, save, and hold EY and EY Network Members and its and their partners, directors, employees, agents, assignees, subcontractors and Clients (the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered by the Indemnified Parties as a result of any claim or demand by a third party in connection with or arising out of the performance, non-performance, breach or alleged breach of this Agreement by Supplier, its agents, employees, directors, affiliates or subcontractors.
- 5. Limitation of liability.** Neither EY nor the EY Network Members shall be liable under or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, for any: (i) loss of profits, loss of revenue, business, goodwill or of anticipated savings (in each case whether direct or indirect); and/or (ii) any indirect, incidental, consequential, punitive or special damages, whether or not EY 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 this Agreement, 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 EY in such calendar year. Notwithstanding any other provision of this 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 this Agreement or its subject matter shall be treated as though they were suffered by EY itself.
- 6. Assignment.** Neither this Agreement 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.
- 7. Compliance.** Supplier warrants that its performance of this Agreement 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 EY to be in breach of any such laws or regulations.
- 8. Cancellation/Termination.** EY may terminate this Agreement in whole or in part, with or without cause, at any time and without liability, upon written notice to Supplier. In the event of any termination, Supplier shall promptly refund to EY any fees paid for Services or Product(s) that have not been provided as at the effective date of termination, and no further fees shall be due from EY in respect of the Services or Product(s). Termination or expiry of this Agreement for any reason shall not affect the accrued rights and obligations of the parties at the date of termination or expiry (as applicable).
Following notice of termination of this Agreement for any reason, the parties shall provide such assistance as is reasonably required and work together for such period of time as is reasonable in order to provide for an orderly disengagement and (where applicable) seamless transition to another supplier.
Termination or expiry of this Agreement shall not release either party from any liability which on the date of termination or expiry has accrued but remains unpaid, nor adversely affect in any way the survival of any other right, duty or obligation of either party (as the case may be) which is expressly stated elsewhere in this Agreement as continuing notwithstanding termination or expiry of this Agreement.
- 9. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of Spain, and any dispute arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Madrid, Spain, to which EY and Supplier hereby submit.

- 10. 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 Agreement will be deemed of no effect unless expressly accepted in writing and signed by an EY Representative.
- 11. No Use of Name.** Supplier shall not use, or permit the use of, the name, trade name, service marks, trademarks, or logo of EY or of any EY Network Member in any form of publicity, press release, advertisement, or otherwise without EY's prior written consent.
- 12. Additional Representations and Undertakings.** Supplier represents and warrants, on and as of the date of this Agreement, that: (1) entering into this type of agreement is in the ordinary course of the Supplier's business with customers such as EY; (2) the Services and / or Products are being offered for purchase at market rates or otherwise in accordance with Supplier's internal pricing policies and practices; (3) Supplier is aware of the existence of independency policies applicable to EY, under which it is forbidden from carrying out certain forms of business directly or indirectly with audit clients of the firms belonging to the global EY network (EY Firms) .Whilst at the time of formalizing this Agreement, EY has not identified any reason why such independence should be in breach, future facts could alter the present situation. Supplier hereby states: (i) That neither Supplier nor its validated subcontractors nor the professionals assigned to the rendering of the Services , nor the members of the management body, nor its major shareholders, managers or executives, are audit clients of the EY Firms.; (ii) That, to the extent possible, it shall endeavour to inform EY of the information concerning the change of directors of Supplier, changes to the positions occupied by such directors in other entities or changes to the ownership of Supplier or in the share capital of those companies on which it depends, with the purpose of allowing the review and verification of the situation of independency of the EY Firms with respect to Supplier. Supplier acknowledges and accepts that the detection, after the entering into this Agreement, or the future occurrence of a situation which would imply the loss of independency of the EY Firms to audit Supplier or any entity related to Supplier shall immediately and automatically imply the termination of this Agreement, with no compensation or indemnification payable by the parties as a consequence of such termination.; and (4) the aggregate amounts contemplated to be paid by EY to Supplier under this Agreement, and under all other agreements between EY and Supplier in effect within any fiscal year period, shall not exceed 5% of the Supplier's total revenues during such period.
- 13. Insurance.** Supplier shall maintain in effect throughout the term such insurance, issued by a nationally recognized insurance company of sound financial status, as is sufficient to cover all liabilities to which it may be subject in relation to this Agreement. Supplier shall deliver certificates of insurance evidencing required coverage upon EY's request.
- 14. Confidential Information.**
All information given by EY to the Supplier or otherwise obtained by the Supplier relating to the business or operations of EY, any EY Firm or its clients or any person, firm or company associated with EY shall be treated by the Supplier as confidential and the Supplier shall not disclose the same to third parties without EY's prior written consent.
- The provisions of this Clause shall not apply to confidential information which is in or enters the public domain other than by breach of this Clause, is obtained from a third party lawfully, is or has been independently generated by the Supplier, is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulated body.
 - All records, documents and other items containing such confidential information and all copies and extracts made or acquired by the Supplier from EY shall remain the property of EY and be returned to EY on demand and on termination of this Agreement.
 - EY data is and shall remain the property of EY and the Supplier shall not use such data for any purpose other than where strictly necessary for the provision of Services or Products in accordance with this Agreement.
 - Each party shall comply with its obligations under any relevant data protection legislation and neither party shall do any act that puts the other party in breach of such legislation.
 - The foregoing obligations as to confidentiality shall apply retrospectively, from the point of first contact between the parties regarding the Services or Products, and shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.
- 15. Data Protection.** In this Clause 15, the terms "processing", "data processor", "data subject" and "personal data" shall have the meaning given in the European Data Protection Directive 95/46/EU.

With respect to EY Personal Data, EY appoints the Supplier as data processor. The Supplier will not assume any responsibility for determining the purposes for which and the manner in which EY Personal Data is processed. The Supplier will and will procure that all sub-contractors (including service providers engaged by the Supplier) will: (i) process EY Personal Data only in accordance with instructions from EY (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by EY to the Supplier during the Term); (ii) 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; (iii) implement appropriate technical and organizational measures to protect EY Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and (iii) notify EY of any unauthorized or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of EY Personal Data as soon as it becomes aware and keep EY informed of any related developments. (iv) comply with all Data Protection Laws in the processing of EY Personal Data and (f) not process or permit the processing of EY Personal Data outside the European Economic Area

In this clause "Data Protection Laws" means the EU Data Protection Directive 95/46/EC, the EU Directive on Privacy and Electronic Communications 2002/58/EC, Commission decisions and all implementing legislation and other applicable laws and regulations relating to data protection and privacy in Spain, and especially the Organic Law 15/1999, December 15th, on the Protection of Personal Data (the LOPD) and its developing rules, stated in the Royal Decree 1720/2007, December 21st., the Law 34/2002, July 11th, on Information Society Services and Electronic Commerce and/or any regulation implementing, supplementing or replacing them in the future.

- 16. Survival and Severance.** Clauses 4, 5, 9, 11, 12, 14, 15, and this clause 16 shall continue in full force and effect following the termination or expiry of this Agreement for any reason. If any provision of this Agreement or any part thereof is determined to be 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.
- 17. Intellectual Property Rights.** All intellectual property resulting of the works carried out under the Agreement (including designs, models, developments, modifications and customizations) is hereby assigned and shall vest in EY absolutely, as those rights come into existence.
- 18. EY's premises:** Supplier shall ensure that its presence or the presence of any persons who work for it or for its benefit on EY's premises and in its buildings does not obstruct the uninterrupted continuation of EY's business and organizational activities. Supplier shall abide by any written or verbal instructions in relation to Safety, Health and security issued by EY and comply with regulations and house rules- on EY'S premises and in its buildings- applicable to persons working there and to guests.
- 19. Miscellaneous.**

Nothing in this Purchase Order is intended to create a partnership or the relationship of principal and agent, or employer and employee between the parties. No party shall have authority to act as agent for, or to bind, the other party in any way.

Neither party's rights shall be prejudiced or restricted by any concession, indulgence or forbearance extended to the other party. No waiver by either party of any breach by the other shall operate as a waiver of any other subsequent breach.

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of the parties.

If the Supplier comprises two or more persons, their obligations are joint and several.