

CANADA PURCHASE ORDER TERMS AND CONDITIONS

1. **Agreement:** These Purchase Order Terms and Conditions are incorporated by reference and are deemed a part of the Purchase Order (together, the "PO") between the purchaser ("EY") and vendor ("Vendor") as set out therein, for goods and/or services described therein (the "Goods/Services").
2. **Order of Precedence:** The PO constitutes the final and complete agreement between Vendor and EY. If there is a conflict between these Purchase Terms and Conditions and the Purchase Order, then these Purchase Terms and Conditions shall govern.
3. **Inspection, Acceptance or Rejection:** EY shall have 90 days after receipt of Good/Services to accept or reject them as nonconforming with this PO, as determined by EY acting reasonably. EY's failure to reject any Good/Services within such time frame shall be deemed acceptance thereof. Rejected Good/Services shall be returned to Vendor, transportation charges collect, or promptly corrected by Vendor at Vendor's sole cost, as applicable. EY may reject the Good/Services in whole or in part. Vendor agrees that EY's payment under this PO shall not be deemed acceptance of any Good/Services delivered or performed hereunder. Acceptance shall not relieve Vendor of its warranty obligations or liability for latent defects.
4. **Delivery:** Transfer of ownership of goods shall occur on a "FOB Delivered" basis, upon the signature of an authorized EY representative accepting delivery. Delivery and/or performance of the Goods/Services must be completed within the term stated in this PO. EY reserves the right to cancel this PO without liability in the event of, and Vendor agrees to indemnify EY against any loss or liability incurred by EY as a result of, Vendor's failure to fulfill its obligation to deliver the Goods/Services within the term specified.
5. **Packaging:** Vendor shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that goods shipped to EY will be free of damage. Vendor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. EY shall reserve the right to reject any and all shipments deemed by EY to have been inadequately packaged.
6. **Warranties:** Vendor expressly warrants that all goods and services delivered or performed under this PO will be (a) merchantable (goods only); (b) free from defects in material and workmanship; (c) fit and sufficient for purposes intended; (d) in strict conformance to applicable specifications, (e) provided in a timely, professional and competent manner and in accordance with all applicable laws and regulations (including applicable insider trading, anti-bribery and privacy laws). All warranties specified herein shall be in addition to any other warranties, express or implied or arising by operation of law, custom or usage. This warranty shall survive EY's inspection, acceptance and payment. EY's continued use of Goods/Services after notifying Vendor of their failure to conform to the PO or breach of warranty will not be considered a waiver of EY's right to a remedy.
7. **PO Identification:** The PO number must appear on all invoices, bills of lading, packing slips, packages and correspondence, as applicable.
8. **Indemnification:** To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless EY, its affiliates and the other members of the Ernst & Young global network of firms, and their respective assignees, subcontractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (collectively, "EY Entities") from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of this PO. The obligations set out herein shall survive the expiration or termination of this PO.
9. **Confidentiality:** All information given by EY to Vendor or otherwise obtained by Vendor relating to the business or operations of EY or EY Entities shall be treated by Vendor as confidential and Vendor shall not disclose the same to third parties without EY's prior written consent. The foregoing shall not apply to confidential information which (i) is in or enters the public domain other than by breach thereof, (ii) is obtained from a third party lawfully, (iii) is or has been independently generated by Vendor, 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. EY information is and shall remain the property of EY and Vendor shall not use such information for any purpose other than where strictly necessary for the provision of Goods/Services in accordance with this PO.
10. **Use of EY's name:** Vendor may not use EY's name and /or logo in any manner other than as identified in this PO without first obtaining written permission from EY.
11. **Termination:** EY may terminate this PO with immediate effect in the event Vendor is in material or persistent breach thereof and Vendor has failed to remedy such breach within 10 days after receipt of a written notice requiring it to be remedied, or upon written notice where such termination is required due to auditor independence rules or professional standards or obligations. Without further penalty, obligation or liability to Vendor, EY may terminate this PO at any time and without cause by giving Vendor at least 20 business days written notice.
12. **Relationship:** Vendor represents and warrants, as of the date of this PO, that the fees provided for in the PO were derived consistent with Vendor's internal pricing policies and procedures, Vendor negotiated the PO's terms and conditions on an arm's length basis; and the PO was entered into by Vendor in the ordinary course of its business.
13. **Code of Conduct:** Vendor shall, and shall cause its personnel, while providing any of the Goods/Services to, follow the EY Supplier Code of Conduct, which can be found at [https://www.ey.com/Publication/vwLUAssets/EY-supplier-code-of-conduct/\\$File/EY-supplier-code-of-conduct.pdf](https://www.ey.com/Publication/vwLUAssets/EY-supplier-code-of-conduct/$File/EY-supplier-code-of-conduct.pdf)
14. **Assignment and Subcontracting:** Vendor may not assign, transfer or otherwise dispose of any of its rights or sub-contract, transfer or otherwise dispose of any of its obligations under this PO without EY's prior written consent.
15. **Sole Recourse:** Notwithstanding any other provision of this PO, Vendor's recourse with respect to any matter (including any obligation of EY hereunder) shall be limited to the assets of EY and Vendor shall have no recourse against, and shall bring no claim against, any other EY Entity.
16. **Authority:** For the avoidance of doubt, the parties confirm that (i) an electronic version of any part of this PO is deemed to be in writing; and (ii) where either party has used an electronic signature (or equivalent) to indicate their acceptance of the terms of this PO, the parties agree that such electronic signature is a valid means of establishing the authenticity and integrity of the signature for the purposes of binding the parties.
17. **Governing Law:** This PO shall be governed by and construed in accordance with Ontario law, without regard to conflicts of law principles. The parties submit to the exclusive jurisdiction of Ontario courts in connection with any dispute, claim or other matter arising out of or relating to this Agreement or the Services.
18. **Payment Terms:** In consideration of the Vendor fulfilling its obligations under this PO, EY shall pay the Vendor the fee and charges as set out on the face of this PO. Such fees and charges are stated exclusive of applicable taxes but inclusive of any Vendor expenses. EY shall pay the fees and charges within 30 days of its receipt of a correct, undisputed and properly due invoice. If EY has a bona fide dispute in relation to all or some of the Supplier's invoice, EY may withhold payment of the disputed amount until such time the dispute is resolved.