



TERMS OF BUSINESS FOR VENDORS

The following terms and conditions (“**Terms of Business**”) shall apply to any purchase of goods or services (hereinafter together referred to as “**Services**”¹) by an EY Member Firm in Kyrgyzstan (hereinafter referred to as “**EY**”) from a third party vendor (“**Vendor**”) under the agreement (“**Agreement**”) between EY and the Vendor where reference is made to these Terms, and where EY purchases Services for its own needs².

EY’s Relationship with Vendor

1. Vendor agrees to provide the Services with professional care and at a level of quality equal or greater than the industry standard. EY promotes and expects the application of high legal, ethical, environmental and employee-related standards within our own business and among our Vendors.
2. EY is a member of the global network of EY firms (“**EY Firms**”), each of which is a separate legal entity.
3. In performing the Services under the Agreement, Vendor warrants, represents and undertakes that it shall:
 - (i) comply with and abide by all applicable laws, rules and regulations, including but not limited to applicable foreign or domestic anti-bribery laws and regulations; adheres to the values expressed in the EY Code of Conduct, a copy of which may be found at www.ey.com; and cause its employees, agents and sub-contractors (if any) (collectively “**Vendor’s Agents**”) to comply with the above said requirements;
 - (ii) pay all taxes and fees in accordance with applicable legislation and maintain and timely submit its tax and other mandatory reporting to relevant state authorities. The Vendor shall not have material tax arrears.
4. Vendor shall maintain all licenses and/or other authorizations legally required for providing the Services in accordance with the Agreement and the applicable law.
5. Vendor will provide the Services to EY as an independent contractor and not as an EY’s employee, agent, partner or joint venturer. Neither Vendor nor EY has any right, power or authority to bind the other in any way other than by a written agreement.
6. Vendor is contracted to do the Services on a non-exclusive basis. EY may order services of the same or similar nature from any third party at its discretion.
7. Vendor may (further) subcontract provision of the Services only subject to EY’s express prior written consent. Nevertheless, Vendor alone shall be responsible to EY for the performance of the Services and its other obligations under the Agreement.
8. All information provided by Vendor or on its behalf will be accurate and complete in all material aspects. The provision of the Services, including the information, to EY will not infringe any copyright, intellectual property right or other third-party rights.
9. Vendor shall keep appropriate records of the Services (e.g., time sheets, evidence of services performed, invoices for expenses, etc.) and shall allow EY to review them upon request.

Representations and Warranties

10. Each Party represents and warrants to the other Party that:
 - (i) entering into the Agreement does not contradict the laws, rules, internal regulations and policies of the relevant Party or court decisions;
 - (ii) the Party has obtained any permits or approval required for executing the Agreement under the applicable law;
 - (iii) the Party is not insolvent or bankrupt, or in the process of liquidation; its property (in part material to the

¹ In this TOB any rules applicable to purchase of services shall also apply to purchase of goods

² As opposed to purchasing services to be provided to EY clients as part of EY deliverables



provision of Services) is not seized; its activities are not suspended;

(iv) the person executing the Agreement on behalf of each Party has the legal right and full power and authority to conclude and perform the Agreement, which when executed shall constitute a valid and binding obligation on that Party.

11. The representations and warranties above are essential for each Party in deciding to enter into the Agreement, and each Party shall rely on representations of the other Party. The Party shall be liable to the other Party for damages arising out of the other Party's false representations.

Confidentiality

12. Except as otherwise permitted by the Agreement or required under applicable law, Vendor shall not disclose non-public information related to the EY Firms, or their respective business or operations, including, but not limited to information belonging to an EY Firm client or contractor ("**EY Confidential Information**") to any third party. In addition, Vendor shall limit the disclosure of the EY Confidential Information to those of its personnel who reasonably require access to such data for the purposes of performing Vendor's obligations under the Agreement. Vendor shall not use any EY Confidential Information for any purpose other than performing its obligations under the Agreement.
13. The provisions of Section 12 shall survive termination of the Agreement for a period of 7 (seven) years, unless longer period is provided in the Agreement.

Data Privacy

14. Subject to the applicable law, EY may provide information provided by the Vendor to other EY Firms, EY's or EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees (the "**EY Persons**") and external service providers of EY, other EY Firms, or EY Persons ("**Service Providers**") who may collect, use, transfer, store or otherwise control or process it (collectively "**process**") in various jurisdictions, in which they operate, for purposes related to:
- (i) the Services;
 - (ii) complying with regulatory and legal obligations to which an EY Firm is subject;
 - (iii) conflict checking;
 - (iv) risk management and quality reviews; or for
 - (v) EY's internal financial accounting, information technology and other administrative support services
- (collectively, "**Processing Purposes**").
15. For the Processing Purposes referred to in the section above, EY processes Vendor's information pertaining to directly or indirectly identified or identifiable natural persons (hereinafter – "**Personal Data**"), including: accumulation, record, storage, actualization, classification, depersonalization, blocking and destruction Personal Data. Vendor's rights shall apply to transmission of Personal Data to the persons specified in section 14 to the extent that such transfer of Personal Data is necessary for Processing Purposes. EY is entitled to transfer Personal Data to the territory of foreign states in which EY or other EY Firms operate (EY office locations are listed at www.ey.com), including foreign states which are not parties to the Council of Europe's Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data. The Vendor is either obliged to notify the natural person whose Personal Data is processed about the processing of his/her Personal Data by EY, or to ensure that only information free from Personal Data is provided to EY. EY shall keep all Personal Data confidential and shall implement appropriate technical and organization security measures in accordance with the requirements of applicable legislation in the area of Personal Data protection. EY shall require any person listed in section 14 that processes Personal Data on behalf of EY to adhere to these requirements.
16. For the purposes of the Agreement, EY may also provide to Vendor information pertaining to individuals – subjects of Personal Data ("**EY Personal Data**"). Vendor is allowed to process the EY Personal Data solely for the purposes of the Agreement, including accumulation, depersonalization, and destruction of EY Personal Data. Vendor shall ensure confidentiality and provide safety of EY Personal Data at the time of processing



according to the requirements of the effective legislation in the area of Personal Data protection and take all necessary physical, technical and organizational security measures appropriate to the risks presented by the processing of EY Personal Data for the purposes of protecting such data from unauthorized access and processing it.

17. Vendor shall notify EY immediately after becoming aware of a EY Personal Data breach (meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized 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 shall include at least: (i) the nature of the breach; (ii) the data categories impacted; (iii) the identified and potential consequences of the breach and (iv) the measures Vendor takes to mitigate the consequences of the breach. Vendor shall take all possible measures necessary to mitigate the (potential) damage resulting from the breach. At the request of EY, the Vendor 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 EY Personal Data subjects concerned.
18. Vendor shall cease processing and delete EY Personal Data within 3 (three) working days after the termination of the Agreement for whatever reason.
19. – 23. [intentionally left blank]

Independence of the Vendor

24. Vendor represents, warrants and undertakes, as at the date of the Agreement, that:
 - (i) entering into this type of agreement is in the ordinary course of the Vendor's business with customers, similar to EY;
 - (ii) the Services are being offered for purchase at market rates or otherwise in accordance with the Vendor's internal pricing policies and practices;
 - (iii) the Agreement does not contain terms that are, in the aggregate, more favorable than those being offered by the Vendor to other buyers with similar levels of spending, array of services/products and credit profiles.
25. During the term of the Agreement, neither the Vendor (where the Vendor is an individual) nor any of Vendor's directors, officers, or direct or indirect substantial equity owners or employees of Vendor (where the Vendor is a legal person) and none of the individuals with significant responsibility for providing services to EY 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 an EY Firm. Where Vendor is a legal person, Vendor 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 section, a person or entity shall be deemed a "substantial equity owner" of an entity if he/she or it (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds five percent (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 latter is publicly traded; (iii) holds a twenty percent (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 latter is privately held.
26. In circumstances where an EY Firm has an audit relationship with the Vendor, Vendor represents and warrants that the aggregate amounts contemplated to be paid to the Vendor by EY under the Agreement, and under all other agreements between any EY Firm and the Vendor its affiliates in effect within any 12 month period, shall not exceed 10% of the Vendor's total revenues during such period. In circumstances where an EY Firm does not have an audit relationship with the Vendor, Vendor represents and warrants that the aggregate amounts contemplated to be paid to the Vendor by EY under this Agreement, and under all other agreements between any EY Firm and the Vendor and its affiliates in effect within any 12 months period, shall not exceed 45% of the Vendor's total revenues during such period.
27. Vendor agrees to advise EY immediately of any change in fact that could render any of the Vendor's representations, warranties and undertakings, as set out in Sections 24 to 26 above, false or invalid in any respect during the term of the Agreement. In the event, that any of the Vendor's representations, warranties



and undertakings ceases to be accurate, EY may terminate the Agreement with immediate effect in accordance with Section 39 (v) below.

28. Vendor shall reaffirm the Independence representations and clauses in each Agreement as of the effective date of such Agreement.

Anti-bribery Obligations

29. Vendor hereby acknowledges and confirms that it has adopted a policy of zero tolerance to bribery and corruption, envisaging a total ban on any corrupt practices and facilitation payments. Vendor in its daily activities conforms with the applicable legislation, as well as policies and procedures developed on its base focused on combating bribery and corruption.
30. Vendor shall ensure that together with its employees, they shall be prohibited to offer or make, or consent to offer or make, any corruption-related payments (cash or valuable gifts) to any persons (including, but not limited to, private individuals, commercial entities and government public officials), and shall not solicit, accept or agree to accept from any person any corruption-related payments (cash or valuable gifts), whether directly or indirectly.
31. Vendor hereby acknowledges and agrees that EY shall consider the breach of this Anti-corruption warranty as a material breach of the Agreement. In such event, EY reserves the right to immediately terminate the Agreement with a written notice to the Vendor, and the Vendor shall be liable to EY for any and all damages and losses caused by such early termination of the Agreement.
32. Vendor further warrants that neither Vendor nor any of the Vendor's Agents is currently or has been the subject of an investigation by any governmental or regulatory body regarding any offence or alleged offence under the applicable anti-bribery or anti-money laundering legislation, nor is Vendor aware of any instance in which any of the Vendor's Agents has performed any act that would constitute an offence of foreign or domestic anti-bribery or anti-money laundering legislation.
33. Vendor shall indemnify EY for any losses or damages that would arise as a result of Vendor's breach of any obligation or warranty in this section. EY shall have the right to monitor and audit compliance of Vendor with its undertakings contained herein.

Intellectual Property Rights³

34. Should any protected intellectual property or any works of authorship protected by copyright ("IP") be created by Vendor in the course of provision of the Services, EY shall be deemed as the owner of any such IP. Any costs related to IP are included into the fees under the Agreement.
35. Vendor shall retain the right to use the IP for their own internal needs on the basis of a non-exclusive license for the entire term of the EY's intellectual property right.
36. Vendor represents and warrants that the Services or the transfer/grant of rights associated therewith will not infringe on nor violate any third-party intellectual property rights.
37. As a consequence, Vendor shall indemnify and hold harmless EY, its partners, agents, and employees, as well as EY Firms from all liability or expense resulting from any claim or complaint lodged against EY or the EY Firms by any third party whose IP rights have been infringed on as a result of any action or inaction arising out of the provision of the Services on the part of the Vendor.

Termination by EY

38. Unless prohibited by the applicable law, EY may terminate the Agreement for convenience by written notice to the other Party 10 (ten) business days prior to such termination. EY shall pay for the Services delivered by Vendor prior to termination, provided that the Services meet the requirements of the Agreement.
39. EY may terminate the Agreement by written notice without penalty and with immediate effect in the event of:
- (i) submission of a bankruptcy petition against Vendor, or Vendor's entry into liquidation; or
 - (ii) becoming

³ Section 34-37 apply unless otherwise specified in the Contract.



evident that Vendor shall not be able to fulfill its obligations under the Agreement; or (iii) breach of Vendor's obligations under the Agreement; or (iv) false representation(s) or warranty(ies) by the Vendor; or (v) if EY believes in good faith that applicable laws, professional obligations, requirements or standards (including those related to independence or conflicts matters) require such termination.

Change of Control

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

EY Name and Logo

41. Vendor shall not advertise in any way that EY has entered into the Agreement or about any specific project in the absence of EY's prior written consent. Unless otherwise specifically permitted in the Agreement, Vendor may not use any trademark, trade name, logo or other marks in which EY (or any EY firm) has an interest without EY's prior written consent.

Payment Terms

42. Vendor shall ensure that invoices fully satisfy the requirements of all applicable legal and tax rules. EY shall have the right to return any defective invoice for correction. Unless otherwise specified in the Contract, properly issued invoices shall be paid within 30 business days of their receipt by EY.

Miscellaneous

43. The Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
44. Neither party may assign any of its rights, obligations or claims under the Agreement without the other Party's prior written consent.
45. If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
46. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (i) these Terms of Business, (ii) the main body of Agreement and (iii) other annexes (if any) to this Agreement.
47. The Agreement is governed by the laws of Kyrgyz Republic. Any disputes arising out of the Agreement or in connection therewith shall be resolved in authorized courts of Kyrgyz Republic at the location of EY firm.

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