

EY ANGOLA PURCHASE ORDER TERMS & CONDITIONS (ENGLISH)

The following terms apply as between the EY entity as set out in the Purchase Order ("EY") and Supplier. Save for as set out in the paragraphs below, 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 and prevail, unless a written agreement has been signed by the parties to this purchase order prior to the issuance of this purchase order, regarding the purchase of item/s and/or service/s described in this purchase order".

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"). 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.

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 purchase order number, requisitioner's name, date and description of Services and Product(s) (if any) shall appear on all invoices, packages and (where relevant)

shipping papers. Value-added tax (or equivalent), taxes or charges of such nature, as well as customs duties, fees or incidental tariffs 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. Invoices will be payable by EY by electronic bank transfer within 30 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.** For the purposes of this Agreement, "EY Network Member" means any one of the network of entities comprising Ernst & Young Global Limited, EYGN Limited, EYGM Limited, EYGS LLP, EYGI B.V., EY Global Finance, Inc and their members and any entity controlled by any such entity, under common control with any such entity, or controlling such entity, or any corporation, partnership or other business organization that is a member firm or a subsidiary of the entity, or which is directly or indirectly a majority owned or controlled subsidiary of the entity, together with any partner, director, employee or agent of any such entity. Supplier's recourse with respect to any matter (including, without limitation, any obligation of EY hereunder) shall be limited to the assets of EY and the Supplier shall have no recourse against, and shall bring no claim against, any EY Network Member or any individual director, partner or employee of EY or of any EY Network Member.
5. **Liability.** Supplier shall be liable under this Agreement to EY, or their officers, employees or agents, for any damage and/losses arising out of or in any way connected with any breach of the terms of this Agreement or an act or omission in the course of or in connection with the carrying out of this Agreement. To the fullest extent permitted by applicable law, Supplier agrees to indemnify and hold EY harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against EY that result from the acts or omissions of the Supplier and/or the Supplier 's employees, agents, or representatives in connection with the performance under this Agreement.
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. Supplier declares to accept, respect and enforce by all employees at its service, in the scope of the provision of services, the Code of Conduct of Suppliers of EY that was previously made available by the latter.
8. **Cancellation/Termination.** EY may terminate this Agreement resulting from the award of the offer of Services rendered here, at any time and upon notice to the Counterparty, without giving rise to any compensation, if it has reason to believe, in good faith, that the continuation of the agreement for the provision of the same may lead to violation of any independence requirements that apply to it.

- (1) In addition, EY may terminate this Agreement in whole or in part, with or without cause, at any time and without liability, upon written communication sent to Supplier no less than 30 days in advance. 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).
 - (2) 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.
 - (3) 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 Angola, and any dispute arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Luanda, Angola, 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 the Parties Legal Representatives.
11. **Use of the EY name and logo.** The name “EY” and the “EY” logo are registered trademarks of EY Network Members. Nothing in this Agreement shall be deemed to vest in Supplier any legal or beneficial right in the ownership of these trademarks or any other registered or unregistered trademarks of EY Network Members. Supplier is not permitted to use or reproduce or allow anyone to use or reproduce these trademarks or any similar, related or analogous names or logos without the prior written consent of EY, which consent shall be given at the sole discretion of EY.

Supplier acknowledges and accepts that the collaboration pursuant to this Agreement shall not be used as reference on or endorsement of the quality of Supplier’s products/services and/or on Supplier’ reliability, professionalism, industrial and financial standing, and so on, given by EY and/or any other EY Network Member. Therefore, Supplier specifically undertakes not to:

 - (1) qualify itself, in any circumstances whatsoever, as a “supplier” or “preferred supplier” of EY, and/or
 - (2) associate its name with the “EY” name and/or logo in any of its marketing collateral, and/or
 - (3) name EY as a current or former customer in any proposal/bid for the supply/provision of its products/services to any other perspective client who is not an EY Network Member

without the prior written consent of EY, which consent shall be given at the sole discretion of EY.

- 12. Independence.** Supplier represents, warrants, and undertakes, as of the date of this Agreement that (1) entering into this type of agreement is in the ordinary course of Supplier's business with customers such as EY; (2) the Services/products are being offered for purchase at market rates or otherwise in accordance with Supplier's internal pricing policies and practices; (3) neither Supplier nor any of Supplier's directors, officers or direct or indirect substantial equity owners and none of the individuals with significant responsibility for providing services to EY (including their spouses) is a partner, executive officer, director, substantial equity owner (or otherwise with control), of (i) any audit client of an EY Network Member or (ii) any public entity or authority. For the purposes of this clause, a person or entity shall be deemed a "substantial equity owner" of an entity if he or it (i) is a general partner in such entity, if such entity is a limited partnership; (ii) 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; (iii) 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; and (iv) 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 7% of Supplier's total revenues during such period.

Supplier agrees to inform EY immediately if any of Supplier's representations, warranties and undertakings, as set out in (a) above, shall cease to be accurate during the term of this Agreement.

- 13. Anti-Corruption Laws.** For the purposes of this Agreement, "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

Supplier undertakes to EY that it:

- (1) will fully comply with, and will procure that all staff and sub-contractors fully comply with the Anti-Corruption Laws;
- (2) will not do, or omit to do, any act that will cause EY to be in breach of the Anti-Corruption Laws;
- (3) have in place, and shall maintain in place throughout the term of this Agreement, policies and procedures to ensure compliance with the Anti-Corruption Laws and will enforce them where appropriate. At EY's request, Supplier will disclose such policies and procedures to EY;
- (4) will make it clear to those providing services for Supplier, including the employees and subcontractors, that Supplier does not accept or condone the payment of bribes (including facilitation payments) on Supplier's behalf;
- (5) will promptly report to EY any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of this Agreement or a Statement of Work; and
- (6) if requested, provide EY with any reasonable assistance, at EY's reasonable cost, to enable EY to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Anti-Corruption Laws.

- 14. Sanctions.** Supplier hereby represents and warrants that neither itself nor any of its parent companies, subsidiaries or affiliates, nor any of its employees, consultants,

contractors/subcontractors and/or agents involved in the execution of the Agreement are:

- (1) registered in any list of sanctioned subjects issued, in compliance with the applicable legislation on economic or commercial sanctions, by any government, IGO, supranational organisation; or
- (2) otherwise subject to a sanctioning regime, including, but not limited to, those imposed by the European Union or by any of its member states, and/or by the United States of America and/or by the United Kingdom ("Person subject to restrictions"); or
- (3) located, domiciled or resident in any country or territory subject to any global territorial sanction regime, including, but not limited to, those imposed by the European Union, the United States of America and the United Kingdom to the Crimea region and Sevastopol, the self-proclaimed Donetsk People's Republic and Luhansk People's Republic, Cuba, Iran, North Korea, Syria) ("Sanctioned Countries"); or
- (4) governments, including any related agencies and entities, which are subject to any sanctioning regime including, but not limited to, those imposed by the European Union or any of its member states, the United States of America and the United Kingdom to the government of Venezuela as well as the governments of the Sanctioned Countries ("Sanctioned Governments"); or
- (5) owned (50% or more) or controlled, de facto, directly or indirectly, individually and/or collectively by a Restricted Party or a Sanctioned Government.

Supplier represents and warrants that, in connection with the performance of this Agreement, it does not engage, neither directly nor indirectly, in any relationship with any Person subject to restrictions or Sanctioned Government, nor with any individual or legal entity located, domiciled or resident in a Sanctioned Country. Supplier also acknowledges and accepts that should any of the above representation proved to be untruthful, that would qualify as a material breach and may result in the termination with immediate effect of the Agreement by EY.

15. **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.
16. **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.
 - (1) 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.
 - (2) 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.

- (3) 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.
- (4) 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.
- (5) 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.

17. Data Protection. In connection with performance of its obligations under this Agreement, Supplier may be provided with or obtain information that pertains to a specific person and that can be linked to such person or which is otherwise defined as “personal data” under applicable data protection legislation (“Personal Data”). Supplier agrees as follows:

- (1) it will only carry out processing of Personal Data controlled by EY strictly in accordance with EY’s instructions or otherwise solely to the extent necessary for the proper performance of Supplier’s obligations under this Agreement;
- (2) it has and shall maintain, and shall procure that its agents and sub-contractors shall have and maintain, appropriate operational and technical measures in place to safeguard against any unauthorized access, loss, destruction, theft, use or disclosure of Personal Data;
- (3) Supplier will, whenever transferring or processing Personal Data ensure adequate protection of such Personal Data for the purposes of applicable data Protection legislation;
- (4) Supplier will promptly inform EY or the applicable EY Network Member of any improper or unauthorized processing, or access by or disclosure to a third party, and take prompt, reasonable measures to remediate any such situation if EY or the applicable EY Network Member so requests.

18. Survival and Severance. Without prejudice to other clauses that by their nature shall remain in force after termination of this Agreement, Clause 15 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.

19. Intellectual Property Rights. All intellectual property resulting of the works carried out under the Agreement (including designs, models, developments, modifications and customizations) shall be transferred in full ownership to EY, as those rights come into existence. Transfer of the above mentioned rights includes handing over of exhaustive documentation, in hard and electronic version. The transfer of intellectual property rights shall be compensated in the remuneration of the Services.

20. 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 (when applicable) 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.

- 21. 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. The Supplier may not subcontract the delivery of the Products or any of the activities that make up the Services without EY's prior written consent, which may not be unreasonably withheld.
- Neither delay in exercising any rights nor condoning nor waiver of any breach of this Agreement on any one or more occasions shall be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing and signed by the Party giving notice of such waiver.
- 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.