

# GENERAL TERMS AND CONDITIONS

## (Procurement of Services)

**1. APPLICATION.** These terms and conditions shall apply to the Agreement between EY and the Supplier and/or to the Purchase Order issued by EY for procurement of Services from the Supplier. Any alterations, modifications or additions of these terms and conditions shall be void and of no effect, except to the extent expressly accepted in writing by a duly authorized representative of EY.

**2. ORDER OF PRECEDENCE.** In the event of any inconsistencies between the provisions of the contract documents, they shall apply in the following order of priority: 1) the Purchase Order; 2) attachments to the Purchase Order other than those referred to below in this clause 2; 3) the Agreement; 4) these terms and conditions; and 5) any other document agreed upon between the Parties. Any reference to terms and conditions of the Supplier in an invoice, proposal or other Supplier document shall not be applicable between the Parties.

**3. DEFINITIONS.** In this document the following terms shall have the following meanings:

- **“Agreed Performance Date”** means the date on which the Services shall be performed in accordance with the Agreement and/or Purchase Order. In case the Parties have not agreed on a specific date, the Agreed Performance Date shall be a date within reasonable time, however not exceeding two (2) weeks after EY issuing the Purchase Order.
- **“Agreement”** means the agreement, other than a Purchase Order, executed between the Parties for EY’s procurement of Services from the Supplier.
- **“Confidential Information”** means the information described in clause 15 below.
- **“EY”** means the EY Firm in the Nordics which is a party to the Agreement and/or which has executed the Purchase Order. Where more than one EY Firm is a party to the Agreement, the term EY means the EY Firm who has procured the Services.
- **“EY Firm”** means a member of the global network of Ernst & Young firms (including EY), each of which is a separate legal entity.
- **“EY Personal Data”** means personal data concerning EY’s personnel.
- **“Guarantee Period”** means the period described in clause 6 below.
- **“Party”** means EY and the Supplier, respectively and **“Parties”** means EY and the Supplier, collectively.
- **“Purchase Order”** means a purchase order issued by EY to the Supplier with a request for performance of certain services in accordance with the Agreement (if any) and/or these terms and conditions, unless otherwise stated in the Purchase Order.
- **“Services”** means the services which the Supplier has undertaken to perform to EY in accordance with the Agreement and/or Purchase Order, including the delivery of any Work Products.
- **“Substantial Equity Owner”** means a natural or legal person of an entity if that person 1) is a general partner in such entity, if the entity is a limited partnership; 2) 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 the entity is publicly-traded; or 3) 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 the entity is privately-held.
- **“Supplier”** means the legal entity being a party to the Agreement and/or Purchase Order from which EY is procuring the Services.
- **“Work Products”** means work products which shall be delivered by the Supplier in connection with and as part of the performance of the Services as set out in the Agreement and/or Purchase Order. Any provision regarding the performance of Services shall, as applicable, also cover the delivery of any Work Products. The provisions explicitly referring to Work Products apply only when Work Products are procured.

**4. SUPPLIER UNDERTAKINGS ETC.** The Supplier shall perform the Services on the terms and conditions of the Agreement and/or Purchase Order for the benefit of EY and, if specifically agreed, for the

benefit of any other EY Firm(s). The Supplier represents and warrants that the Services shall be performed: 1) timely and in accordance with the specifications set out in the Agreement and/or Purchase Order; 2) with reasonable skill and care consistent with professional standards applicable to the Supplier’s business; and 3) by appropriately qualified and trained personnel and with the quality which is reasonable to expect from the Supplier. Further, the Supplier represents and warrants that the Services and/or any materials provided by the Supplier in connection with the Services do not infringe the intellectual property rights or any other rights of a third party and that the Supplier has obtained all consents, clearances, permissions and licenses necessary to carry out all of its obligations under the Agreement and/or Purchase Order. For the avoidance of doubt, the Supplier shall not be entitled to any payment from EY relating to such intellectual property rights or any other rights of a third party in relation to EY’s use of the Services unless otherwise agreed upon in writing with EY.

In the event the Services do not fulfil the requirements set out in the Agreement and/or Purchase Order or are otherwise not in conformance with what could reasonably be expected of the Services, the Supplier shall rectify any such non-conformance without delay upon written notification from EY. In the event the Supplier does not or is not able to do so, the Supplier shall at EY’s sole discretion either re-perform the non-conforming Services or promptly refund any fees paid by EY. EY shall be entitled to invoke any other remedies available to EY due to the non-conformities, including but not limited to claims for compensation for damages in accordance with clause 8.

The Supplier confirms that it will provide the Services to EY as an independent contractor and not as EY’s agent, partner or joint venturer. The individuals providing the Services are employed by the Supplier (and the agreed subcontractor, if applicable) and both Parties agree that the Agreement and/or Purchase Order do/does not entail any employment relationship between such individuals and EY. The Supplier (and the agreed subcontractor, if applicable) is therefore liable for all taxes, social security contributions and other costs associated with such individual’s employment.

The Agreement and/or Purchase Order is concluded on the condition that the Supplier holds all required registrations with the applicable tax authority and is registered for VAT. The Supplier is solely responsible for the payment of any and all applicable taxes and fees in relation to its business. All compensation to be paid by EY for the Services shall include compensation for such taxes.

**5. DELAY AND LIQUIDATED DAMAGES.** The Supplier shall be deemed to be in delay if the Services are not performed on or by the Agreed Performance Date and/or otherwise as agreed. The Supplier shall promptly notify EY of any anticipated delays and the effects of such delays on the Supplier’s ability to perform the Services as agreed. In the event of a delay caused by the Supplier or circumstances for which the Supplier is liable, the Supplier shall upon EY’s request pay EY liquidated damages of two (2) percent of the estimated price for the Services delayed for each commenced calendar week of delay. Such liquidated damages shall not exceed a maximum of fifteen (15) percent of the said price. In addition, when a delay has a material negative impact on EY’s intended use of the Services, or if a delay has continued for more than ten (10) workdays, EY shall at its sole discretion be entitled to terminate the performance of the Services, wholly or in part, and claim compensation for damages in accordance with clause 8 below. Any liquidated damages paid shall be deducted from any damages payable to EY as a result of the delay.

**6. GUARANTEE.** The Guarantee Period for the Work Products shall be twelve (12) months from EY’s receipt of the Work Products in accordance with the Agreement and/or Purchase Order. The guarantee shall cover all defects that may appear during the Guarantee Period. The Supplier’s guarantee shall, however, not cover defects that arise from the use of the Work Products contrary to the Supplier’s instructions or which are due to normal wear and tear. EY shall notify the Supplier of any defects that EY has discovered without undue delay and the Supplier shall promptly, at its own cost and at its own option, either rectify all defects that appear during the Guarantee Period or replace the defective Work Products with new Work Products.

If the Supplier does not fulfil its obligations under this clause 6, EY shall have the right to either rectify the defect or replace the Work Products at the cost of the Supplier or to demand a price reduction. The Supplier shall be obliged to remedy all defects appearing in the Work Products also after the end of the Guarantee Period if the defects were present in the Work Products during the Guarantee Period but could not reasonably have been detected by EY during the Guarantee Period. EY shall be entitled to invoke any other remedies available at law and/or the Agreement/Purchase Order due to the defects, including but not limited to damages for losses caused to EY.

**7. PRICE AND INVOICES.** Unless otherwise agreed, the Services shall be provided at a fixed price, which shall be the total price specified in the Agreement and/or Purchase Order, and include all fees, taxes (except for VAT), travelling expenses and allowances. If the Services shall be provided on a time and materials or daily-rate basis, the price shall be determined in accordance with the Supplier's pricelist approved by EY. The Supplier shall on request provide timesheets and breakdowns of time spent on the basis of an 8 hour day. Any changes to the pricelist require EY's prior written consent. If no price is stated in the Agreement and/or Purchase Order, the price shall correspond to a fair market price, taking into account prevailing market conditions. Payments shall only be made against an invoice.

The Supplier shall invoice EY after performance of the Services, unless otherwise agreed. In case of fixed price, the invoices shall contain the following particulars: The EY Purchase Order number, or if there is no Purchase Order, a reference to the Agreement, the company name and address of the Supplier, contact persons, specification of the Services performed and payment details, including the Supplier's local tax/VAT registration number, and any additional information required under applicable laws. For Services provided on a time and materials or daily rate basis, the invoices shall, in addition to the above, contain the following particulars: Time spent (hours/days) and hourly or daily rate in respect of each of Supplier's personnel involved in the performance of the Services.

If an invoice from the Supplier is not issued in accordance with this clause 7, EY is entitled to withhold payment of the invoice until EY has received a correct invoice. In such case, the Supplier is not entitled to late payment interest. Invoices shall be paid by EY within sixty (60) days of receipt of a correct and undisputed invoice. All payments shall be made in the currency of the country where the EY Firm procuring the Services is based. EY shall not be obligated to pay any invoicing charges.

**8. LIABILITY.** The Supplier shall compensate EY (and any other EY Firms for whom the Services have been provided) for any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered by EY (and any other EY Firm) in connection with or arising out of the use of the Services and/or due to any breach of the Supplier's obligations under the Agreement and/or Purchase Order.

The Supplier's liability for the Work Products shall include, but not be limited to, liability for any personal injury or property damage resulting out of a defect in the Work Products.

EY shall inform the Supplier of any claims for damages in relation to the Services within a reasonable time.

The Supplier may not make a claim or bring proceedings relating to the Services or otherwise under the Agreement and/or Purchase Order against any other EY Firm or any subcontractors, members, shareholders, directors, officers, partners, principals or employees of EY or any other EY Firm. The Supplier shall make any claim or bring proceedings only against EY.

**9. ASSIGNMENT AND SUBCONTRACTING.** Neither the Agreement or Purchase Order nor any rights and obligations herein may be assigned, delegated or transferred by any Party without the other Party's prior written consent.

The Supplier may not subcontract the performance of its obligations under the Agreement and/or Purchase Order, in whole or in part,

without EY's prior written consent. The Supplier shall at all times be responsible for the performance of the Services by its subcontractors to the same extent as if the Supplier would perform the Services itself.

**10. COMPLIANCE AND AUDIT.** The Supplier warrants that the Supplier will comply with all applicable laws and regulations, including but not limited to those relating to anti-bribery and corruption and data privacy, and the Supplier shall not do, or omit to do, any act that will cause EY to be in breach of any such laws or regulations. Further, the Supplier undertakes to comply with the latest version of the EY Global Supplier Code of Conduct, which is available at [www.ey.com](http://www.ey.com), during the term of the Agreement and/or Purchase Order.

Upon EY's request, EY may audit or appoint a third party to audit the Supplier and any subcontractor engaged in providing the Services, to assess if the Supplier complies with the EY Global Supplier Code of Conduct. The Supplier shall, without delay, provide EY or the third party access to all information and documentation relevant for the audit. The Supplier shall ensure that any subcontractor engaged by the Supplier agrees to be audited on the same terms and conditions as stated in this clause 10. Each Party shall bear its own costs in connection with the audit.

**11. TERM AND TERMINATION.** The term of the Agreement is stated in the Agreement. A Purchase Order shall come into effect upon EY's receipt of the Supplier's written acceptance of the Purchase Order or when the Supplier starts to perform the Services in accordance with the Purchase Order and/or the Agreement (if any), whichever comes first. In the event EY has not received such written acceptance or the Services within ten (10) workdays from the issuance of the Purchase Order, the Purchase Order shall lapse unless otherwise agreed. A Purchase Order shall remain in full force and effect until the Parties' obligations under the Purchase Order have been fulfilled or until the Purchase Order has been terminated in accordance with this clause 11.

EY is entitled to terminate the Services for convenience at any time in relation to unperformed parts upon ten (10) workdays' prior written notice to the Supplier, without any liability for EY. In addition, the Agreement and/or Purchase Order may be terminated with immediate effect by EY, without any liability for EY, at any time in the following cases: 1) if the Supplier is declared bankrupt, initiates composition negotiations, is liquidated or otherwise could be assumed to be or becomes insolvent; 2) if the Supplier has committed a material breach of the Agreement and/or Purchase Order, which includes breach of clause 10, and such breach has not been remedied within ten (10) workdays after receiving a written notice from EY to that effect (including a description of the alleged breach); 3) if EY has reason to believe that the Supplier will not be able to provide the Services as agreed; or 4) if EY reasonably determines that the performance of the Services will be contrary to laws or professional obligations applicable to EY. Any termination shall be made in writing.

In the event of termination hereunder, the Supplier is entitled to compensation for Services already performed and any Work Products already delivered in accordance with the Agreement and/or Purchase Order.

Unless otherwise stated in the notice of termination or otherwise agreed between the Parties, termination or expiry of the Agreement shall not affect any Purchase Order, which shall continue in full force and effect in accordance with its terms (unless or until the Purchase Order is terminated pursuant to this clause 11) and such Purchase Order shall continue to be governed by the terms and conditions of the Agreement, notwithstanding the termination of the same.

The termination of the Agreement and/or Purchase Order shall not affect any accrued rights and obligations of the Parties at the date of the termination or expiry (as applicable).

**12. NO USE OF NAME.** The Supplier shall not use, or permit the use of, the name, trade name, service marks, trademarks, or logo of EY in any form of publicity, press release, advertisement, or otherwise without EY's prior written consent.

**13. INDEPENDENCE.** EY is a registered audit firm. For audit firms there are both national and international independence rules on business relationships with audit clients and with companies included in the ownership structures of companies where EY or any other EY Firm is an auditor. The Supplier warrants that the Agreement and/or Purchase Order is/are entered into in the Supplier's normal course of business and on the same or similar terms as the Supplier uses for other customers.

The Supplier confirms that as of the date for execution of the Agreement and/or Purchase Order 1) neither the Supplier, any of the Supplier's members of the board of directors, executive officers or Substantial Equity Owners nor any of the individuals with significant responsibility for providing the Services is a partner, executive officer, member of the board of directors or a Substantial Equity Owner (or otherwise with control) of an audit client of an EY Firm; and 2) the aggregate amounts contemplated to be paid by EY to the Supplier within any fiscal year period, shall not exceed 10 % of the Supplier's total revenues during such period.

The Supplier undertakes to inform EY without delay in case the status above changes during the term of the Agreement and/or Purchase Order, and confirms that EY is entitled to terminate the Agreement and/or Purchase Order according to clause 11 above if the status should change.

**14. INSURANCE.** The Supplier shall at its own expense take out and maintain a general liability insurance during the term of the Agreement and/or Purchase Order. The insurance shall be issued by a recognised insurance company of sound financial status for an amount which is sufficient to cover all liabilities to which the Supplier may be subject in relation to the Services. Upon EY's request, the Supplier shall present a copy of a valid insurance certificate evidencing sufficient insurance coverage.

**15. CONFIDENTIALITY.** The Parties may, from time to time during the term of the Agreement and/or Purchase Order, provide to one another Confidential Information, which includes any information identified as confidential, or which ought reasonably under the circumstances be treated as confidential, such as information relating to a Party's business, products or services. Information about the Agreement and/or Purchase Order shall also be treated as Confidential Information. Notwithstanding the above, Confidential Information shall not include information that: 1) is or becomes part of the public domain through no breach by the receiving Party of the terms and conditions of the Agreement and/or the Purchase Order; 2) the receiving Party can show was in its lawful possession prior to disclosure of such information by the disclosing Party under the Agreement and/or Purchase Order; or 3) is lawfully disclosed to the receiving Party by a third party, who is not subject to any restrictions on disclosure of information received.

During the term of the Agreement and/or Purchase Order and for a period of five (5) years following the expiration or termination of the Agreement and/or Purchase Order, each Party shall hold all Confidential Information relating to the other Party in confidence and shall not disclose such Confidential Information to a third party without the other Party's written permission. Each Party shall treat Confidential Information relating to the other Party 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. The Supplier shall not use any Confidential Information received from or on behalf of EY for any purpose other than carrying out its obligations under the Agreement and/or Purchase Order. Upon EY's request, the Supplier shall promptly return to EY or, if so directed by EY, destroy or erase any and all Confidential Information received from EY or on EY's behalf including any copies thereof, and certify such return or destruction in writing.

Notwithstanding the foregoing, EY may disclose Confidential Information received from the Supplier to other EY Firms on a need to know basis in relation to the Services. Further, a Party may disclose Confidential Information 1) pursuant to a statutory obligation, order of a court of competent jurisdiction or that of a competent regulated body,

provided that (to the extent legally permissible) prior written notice of such required disclosure is furnished to the disclosing Party without delay in order for the disclosing Party to seek a protective order; 2) to a Party's external professional advisors who need to know the Confidential Information to enforce the recipient's rights under the Agreement and/or Purchase Order, provided that the disclosing Party informs such professional adviser of the confidentiality of the information; or 3) with the prior written consent of the disclosing Party.

**16. DATA PROTECTION.** In this clause 16, the terms “processing”, “data processor”, “data subject” and “personal data” shall have the meaning given in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“the Regulation”).

The following provisions of this clause 16 are applicable when the Supplier processes EY Personal Data as a 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. Before engaging any subcontractor for the processing of EY Personal Data on behalf of EY (“subprocessor”), the Supplier shall obtain EY's prior written consent. The processing by a subprocessor shall be governed by a contract, whereby the Supplier shall ensure that the subprocessor accepts the same undertakings as the Supplier has done in this clause 16 as regards the processing of EY Personal Data.

The Supplier will, and will ensure that any subprocessor will: a) process EY Personal Data in accordance with applicable laws and regulations on data protection (including but not limited to the Regulation); b) process EY Personal Data only in accordance with documented instructions from EY, and the Supplier shall immediately inform EY if, in its opinion (or in the opinion of any of its subprocessors) an instruction infringes the Regulation or any other applicable law; c) 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, only giving its employees access to EY Personal Data on a need to know basis; d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, and in assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to EY Personal Data transmitted, stored or otherwise processed by the Supplier on behalf of EY; e) assist EY in ensuring its compliance with the obligations set out in the Regulation to respond to requests for exercising the data subject's rights laid down in Chapter III of the Regulation; f) notify EY without undue delay after becoming aware of a 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 by the Supplier and/or any subprocessor) and keep EY informed of any related developments. The notification to EY will include at least 1) a description in reasonable detail of the nature of the breach; 2) the impacted data categories and data subjects; 3) the likely consequences of the breach and 4) the measures Supplier takes or intends to take to mitigate the adverse consequences of the breach. The Supplier shall take any measures necessary to mitigate (potential) damage resulting from the breach. Any personal data breach, its effects and the remedial actions taken shall be documented by the Supplier. At the request of EY, the Supplier shall assist EY in notifying the breach to a supervisory authority and/or the data subjects concerned. Further, the Supplier will, and will ensure that any subprocessor will at the request of EY, delete or return all EY Personal Data to EY after the provision of the Services relating to processing, and delete existing copies unless applicable law requires storage of the EY Personal Data.

The Supplier shall make available to EY all information necessary to demonstrate compliance with the obligations laid down in this data protection clause. The Supplier will ensure: a) the reliability of any employees and subprocessor personnel who have access to EY

Personal Data; b) that all employees and subprocessor personnel involved in the processing of EY Personal Data have undergone adequate training in the care, protection and handling of personal data; and c) that persons authorised to process EY Personal Data have committed themselves to confidentiality and that they will perform their duties strictly in compliance with the provisions of clause 15 above by treating such EY Personal Data as Confidential Information.

The Supplier will promptly inform EY if it receives a) a request from a data subject concerning any information that may be contained in EY Personal Data; or b) a complaint, communication or request relating to EY's obligations under the Regulation.

Upon reasonable request of EY, the Supplier agrees to submit information about its data processing facilities, copies of its data files and all other information necessary to demonstrate compliance with the obligations set out in the Regulation and the Agreement and/or Purchase Order, if applicable, (and to provide equivalent information of any subprocessor engaged by the Supplier for processing of EY personal data) and allow for and contribute to audits, including inspections to be conducted by EY or third party as mandated by EY (and to ensure that any subcontractors engaged for the processing of EY personal data agree to these audit rights). An audit shall take place during Supplier's regular business hours. Each Party shall bear its costs for such audit. However, if there are any findings, the Supplier shall bear the costs for the audit and any measures that need to be taken in order to be compliant with this clause 16.

The Supplier will not process or permit the processing of EY Personal Data outside the European Economic Area ("EEA"). Should the Parties in the future agree on such processing outside the EEA, the Parties (as well as any subprocessor engaged by the Supplier for the processing of EY personal data on behalf of EY) shall execute the model clauses adopted by the European Commission or otherwise ensure that the transfer of EY Personal Data is legitimised.

The Supplier will not perform its obligations under the Agreement and/or Purchase Order in such a way as to risk causing EY to breach any of its obligations under the Regulation or any other applicable data protection legislation.

**17. SURVIVAL AND SEVERANCE.** Clauses 8, 12, 15, 16, 18 and this clause 17 shall continue in full force and effect following the termination or expiry of the Agreement and/or Purchase Order for any reason.

If a provision of the Agreement and/or Purchase Order, wholly or partly, is determined to be void or unenforceable by a court or body of competent jurisdiction it shall be void or unenforceable to that extent only and the validity and enforceability of the other provisions or the remainder of any such provision shall not be affected.

**18. GOVERNING LAW AND JURISDICTION.** The Agreement and/or Purchase Order shall be governed by and construed in accordance with the substantive laws of the Nordic country where the EY Firm which has procured the Services is registered.

Any dispute arising in connection with the Agreement and/or Purchase Order shall be subject to the exclusive jurisdiction of the courts of the Nordic country where the EY Firm which has procured the Services is registered, to which EY and the Supplier hereby submit. The court of first instance shall be the district court in the capital of the applicable Nordic country.