

EY Online Blockchain Systems Terms of Use

Personal Use Edition

Date: December 18, 2019

Version 1.0

1. Introduction

- 1.1 This Agreement (the "**Agreement**") applies to:
- (a) the website at Blockchain.ey.com and its subdomains (the "**Website**") and your use of the Website;
 - (b) all services, facilities and functionality that are made available or delivered via the Website, including but not limited to software as a service and hosted software, including Restricted Services (defined in Section 4.3 below) ("**Website Services**"); and
 - (c) all content (including but not limited to text, data, video, sound recordings, graphics, photographs, applications, tools and functionality) published on the Website or made available through the Website and/or Website Services ("**EY Materials**").
- 1.2 This Agreement comprises these terms of use, including any documents linked to in these terms of use (together, this "**Terms of Use**") and all additional terms that apply specifically to the Website Services ("**Additional Terms**") (each as amended from time to time). To the extent of any conflict, the Additional Terms governing particular Website Services shall take priority over the terms of this Terms of Use in respect of such Website Services.
- 1.3 This Agreement is a legally binding contract between you - **an individual user** of the Website, Website Services and/or EY Materials - and EY. **YOU MAY ONLY USE THE WEBSITE SERVICES AND/OR EY MATERIALS IN YOUR INDIVIDUAL CAPACITY ON BEHALF OF YOURSELF, AND YOU MAY NOT USE THE WEBSITE SERVICES AND/OR EY MATERIALS ON BEHALF OF AN ORGANIZATION SUCH AS A COMPANY, PARTNERSHIP OR OTHER LEGAL ENTITY.**
- 1.4 "**EY**" means Ernst and Young LLP, who has a principle place of business at 5 Times Square, New York, NY 10036, USA. EY provides the Website, Website Services and EY Materials to you.
- 1.5 EY is a member firm in the global network of EY member firms. Each EY Firm is a separate legal entity. "**EY Firm**" 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 principal, partner, director, employee, or agent of any such entity. For the purposes of this definition, "control" means (a) ownership, either directly or indirectly, of equity securities entitling either such entity to exercise in the aggregate at least 50% of the voting power of such entity in question; or (b) possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity in question, whether through ownership of securities, by contract or otherwise.

- 1.6 Please read this Agreement carefully. By accessing the Website and/or by using any Website Services and/or EY Materials, you are confirming that you have read, understood and agreed to this Agreement. If you do not agree to this Agreement or any part of it, you must not use the Website, Website Services and EY Materials.
- 1.7 This Agreement governs the Website, Website Services and EY Materials. If you receive other services from EY, the terms and conditions governing those services will be contained in the engagement agreement between you and EY ("**Engagement Agreement**") for such services ("**Other Services**"). To the extent of any conflict, this Agreement takes precedence in relation to the Website, the Website Services and EY Materials, unless the Engagement Agreement expressly overrides this Agreement. This Agreement does not affect any Engagement Agreement between EY and you.
- 1.8 If you are resident in one of the countries identified in Section 16 (Geographic Terms), the applicable sub-section of Section 16 (Geographic Terms) will apply to you, and will take priority over any conflicting provisions of this Terms of Use.
- 1.9 You should print a copy of this Terms of Use, and any updates to it, for future reference.
- 1.10 The applicable privacy notice explains the information that EY collects about users of the Website, Website Services and EY Materials, and how EY uses that information.

2. Information only

- 2.1 Except as otherwise agreed in writing, the Website, Website Services and EY Materials are provided for informational purposes only, are not intended to constitute professional advice or services and should not be relied on by you. You should consult with EY or another professional advisor familiar with your particular factual situation for advice before making any decision based on the Website, Website Services and/or EY Materials. This Section 2.1 is not intended to limit EY's liability for the performance of Other Services.
- 2.2 The Website, Website Services and EY Materials are only provided for your benefit and may not be relied on by any third party.

3. EY and other EY Firms

- 3.1 Your recourse with respect to any matter (including but not limited to any obligation of EY) arising in connection with this Agreement shall be limited to claims against EY. You shall have no recourse, and shall bring no claim or proceeding, relating to the Website, the Website Services and/or the EY Materials, against:
 - (a) any EY Firm other than EY; or
 - (b) any member, shareholder, director, officer, partner, principal or employee of EY or any other EY Firm (an "**EY Person**").

4. Security

- 4.1 In order to access and use certain parts of the Website, Website Services and/or EY Materials, you may need to register.
- 4.2 Where registration is required, EY may, in its absolute discretion, decide whether or not to accept your registration.

- 4.3 EY may allocate to you, or you may be invited to create, usernames, passwords, identification codes, tokens or other identifiers as part of the security processes that apply to the Website, Website Services and/or EY Materials ("**Login Credentials**") and you may need to enter your Login Credentials each time you wish to access or use any part of the Website, Website Services and/or EY Materials that are restricted to registered users only ("**Restricted Services**"). You shall:
- (a) keep your Login Credentials confidential;
 - (b) not disclose your Login Credentials to any other person;
 - (c) not permit any other person to use the Login Credentials to access the Restricted Services;
 - (d) use adequate security procedures to ensure the security of your Login Credentials to prevent unauthorized access to or unauthorized use of the Restricted Services; and
 - (e) promptly notify us if you become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or unauthorized use of your Login Credentials or any other breach of security in relation to your account or the Restricted Services.
- 4.4 You assume full responsibility for any and all use, unauthorized use and/or misuse of the Restricted Services by any person using your Login Credentials.
- 4.5 If EY suspects that unauthorized persons are using your Login Credentials with or without your knowledge, EY may, with or without prior notice, suspend your access to and use of the Restricted Services.
- 4.6 You acknowledge that the Internet is not secure and messages to and from EY may be observed by a third party while in transit. You understand that EY accepts no responsibility for security of information on or transmitted via the Internet.
- 4.7 EY will not be liable for any loss, damage or other liability arising from your failure to comply with this Section 4.

5. **Intellectual property**

You acknowledge that all intellectual property rights in the Website, the Website Services and EY Materials belong to EY and EY's licensors.

6. **Your use of the Website and Services**

- 6.1 Subject to your compliance with all terms of the Agreement, EY grants you a non-exclusive, non-transferable, revocable license to access the Website, copy EY Materials strictly in accordance with Section 6.2 and use the Website Services solely for your personal use.

("Permitted Purposes").

- 6.2 You may download and make a reasonable number of copies of any EY Material solely for Permitted Purposes, provided that:
- (a) you do not remove or obscure any copyright or other proprietary notices on EY Materials or on any copies or downloads made by you;

- (b) you ensure that all copies of EY Materials (or copies of extracts of EY Materials) that you make include in a prominent place any copyright and other proprietary notices displayed on the EY Materials on the Website or on any download of those EY Materials.
- 6.3 You may not use, sub-license or exploit the Website, the Website Services or any EY Material for any purpose except for Permitted Purposes.
- 6.4 You shall not:
- (a) use the Website, Website Services, or EY Materials or access to them for any fraudulent or unlawful purpose or to impersonate any person or entity, or to falsely state or otherwise misrepresent your affiliation with any person or entity;
 - (b) interfere with or disrupt the operation of the Website, Website Services or EY Materials or access to them;
 - (c) transmit or otherwise make available in connection with the Website, Website Services or EY Materials or access to them any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
 - (d) restrict or inhibit the ability of any other person to access or use the Website, Website Services or EY Materials;
 - (e) modify, adapt, translate or create derivative works of any portion of the Website, Website Services or EY Materials;
 - (f) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website, Website Services or Website Materials;
 - (g) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather data from the Website or reproduce the Website or circumvent the navigational structure or presentation of the Website, except that search engines that are publicly available on the internet may copy materials from the Website solely for the purpose of creating publicly available searchable indices of the EY Materials (but not caches or archives). EY reserves the right to revoke this right in respect of any search engine at any time;
 - (h) attempt to circumvent any security features or access control features on the Website or in relation to the Website Services or EY Materials;
 - (i) use the Website or Website Services to send unsolicited email or unsolicited instant messages or for file-sharing purposes;
 - (j) decompile or reverse engineer or otherwise attempt to derive source code for any application forming part of the Website, Website Services and/or EY Materials except to the extent that applicable law allows you to do so without EY's consent, and then only for the limited purpose, and to the extent, allowed by applicable law and provided that you do not disclose or communicate such source code to any other person; or
 - (k) frame, link or deep-link the Website to any other website.
- 6.5 You may not provide access to the Website, Website Services or EY Materials to any third party, unless you are expressly permitted to do so by EY in writing. You are responsible for all

acts and omissions (including but not limited to any breach of this Agreement) of any third party to whom you provide access as if they were your own acts or omissions. You may not systematically provide access to any content, information or data obtained through the Website or Website Services to any third party.

- 6.6 You may not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release the Website, Website Services or EY Materials to any jurisdiction or country to which, or any party to whom, the export, reexport, or release is prohibited by any US, EU or other law, regulation, or rule. EY may refuse to process, to provide, or allow access to the Website, Website Service, or EY Materials if it would violate any applicable law.

7. **Your content**

- 7.1 EY may provide functionality on the Website or through the Website Services that allows you to post or upload content and/or materials onto the Website and to transmit content or materials by means of the Website and/or the Website Services ("**Your Content**").
- 7.2 You grant to EY and the EY Firms, to the maximum extent permissible under applicable law, a perpetual, irrevocable, non-exclusive, fully-paid up, royalty-free, worldwide, sub-licensable, transferable right to use, copy, publish, distribute, modify, and exploit Your Content for any purpose (including without limitation for the purpose of EY and its licensees and assigns deriving revenue therefrom) and including without limitation the right to authorize third parties to exercise any or all of such rights. EY and the EY Firms shall not: (a) publish Your Content in a way that identifies you without your permission; or (b) process your personal data in breach of the applicable privacy notice.
- 7.3 You warrant that you have obtained all necessary rights, licenses, permissions and that you have full authority to grant the license set out in Section 7.2.
- 7.4 You shall not upload post, otherwise transmit or provide access through the Website to content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- 7.5 EY reserves the right to remove, disable access to or edit Your Content without notice if EY reasonably believes that Your Content may infringe the intellectual property or other rights of any person or does not comply with Section 7.4.
- 7.6 You will indemnify and hold harmless EY, all other EY Firms and all EY Persons on a continuing basis against all claims, legal proceedings, losses, damages, costs (including but not limited to legal costs on a full indemnity basis), expenses penalties and fines that any of them suffer or incur as a result of:
- (a) any claim or claims by any third party that use of Your Content in accordance with Section 7.2 infringes the intellectual property rights or any other rights of any person; and/or constitutes a breach of confidence; and
 - (b) any breach by you of Section 7.4.

8. **Links to third party sites and content**

- 8.1 From time to time, the Website and Website Services may include links or access to third party websites or services. Such links and access are provided for your convenience only and do not signify that EY endorses such third-party websites or services. EY does not review such third-party websites or services. Accordingly, you acknowledge and agree that:

- (a) EY is not responsible for such websites or services, including but not limited to the terms on which they are made available and their privacy policies, and EY does not control or have any responsibility for their content, functionality or availability;
- (b) EY makes no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites or services; and
- (c) if you access any such websites or services, you do so entirely at your own risk.

8.2 If the Website or Website Services permit users to submit questions, comments, suggestions and the like for use by other users of the Website and/or Website Services, EY assumes no responsibility for the content or accuracy of any such submissions, nor for any recommendations or opinions that may be expressed therein, nor for the suitability or applicability to a particular user of any such submissions.

9. Changes to Terms of Use and Services

9.1 EY may amend this Terms of Use at any time. EY will publish amendments to this Terms of Use on the Website. You agree to check regularly and frequently for changes to this Terms of Use.

9.2 If EY amends this Terms of Use, the amendments will take effect from the date on which the amendments are published on the Website. The date on which this Terms of Use was last updated or amended is shown at the top of this Terms of Use. By continuing to access or use the Website, Website Services or EY Materials after the date on which the amended Terms of Use are published, you are confirming your acceptance of the amended Terms of Use. If you do not agree to the amended Terms of Use, you must immediately stop using the Website and all Website Services and EY Materials.

9.3 EY may make changes to the Website and/or Website Services for any reason at any time without providing notice to you. If EY changes any part of the Website or Website Services for which you have an active paid-for subscription and such change unreasonably removes material functionality of the paid-for Website Services you may, within 30 days of such change, terminate your subscription to such eliminated functionality by written notice to EY and you shall be entitled to a refund of any fees that you have pre-paid for such eliminated functionality in respect of the period after termination. Such termination and refund are your sole remedy, and EY's sole liability, for any changes to the provision of the EY Materials or changes to the Website or Website Services.

10. Disclaimers of liability

10.1 Nothing in this Agreement is intended to exclude or limit any liability that by applicable law or applicable professional regulations cannot be excluded or limited.

10.2 Except as provided in the Additional Terms, the Website, Website Services and EY Materials are provided on an "AS IS" and "AS AVAILABLE" basis.

10.3 It is your responsibility to ensure that the Website, Website Services and EY Materials are suitable for your intended purposes.

10.4 EY gives no warranties, gens or guarantees:

- (a) that access to the Website, Website Services or EY Materials will be uninterrupted, error-free or compatible with your hardware or software;

- (b) that the Website, Website Services, the EY Materials or the servers from which any of them are made available are free of viruses or other harmful components. You are responsible for implementing appropriate processes, systems and procedures to protect yourself from this type of issue; or
 - (c) as to the quality, fitness for any particular purpose, availability, performance, functionality, reliability, accuracy, timeliness or completeness of the Website, the Website Services and/or the EY Materials.
- 10.5 Except as expressly set out in this Agreement, all warranties (including but not limited to implied warranties of merchantability and fitness for a particular purpose or use), terms, conditions and undertakings, whether express or implied by common law, statute, course of dealing or otherwise in relation to the Website, Website Services and EY Materials are excluded to the fullest extent permitted by law.
- 10.6 You acknowledge and agree that the operation of the Website and the provision of the Website Services and EY Materials is dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and that EY does not guarantee and will not be liable for these in any way.
- 10.7 Without prejudice to any other exclusions or limitations of liability EY, the other EY Firms and the EY Persons will not be liable to you in contract, tort (including but not limited to negligence), under statute or otherwise for any loss or damage arising under or in connection with:
- (a) your use of or inability to use the Website, Website Services or EY Materials; and/or
 - (b) any decision or action taken in reliance on the Website, the Website Services and/or EY Materials.
- 10.8 EY, the other EY Firms and the EY Persons will not be liable to you in contract, tort (including but not limited to negligence), under statute or otherwise for:
- (a) any indirect, consequential, incidental, punitive or special loss or damages;
 - (b) any loss of revenue or profit or account of profits;
 - (c) loss of data, or loss of use of data, software or systems;
 - (d) wasted management time;
 - (e) loss of business opportunity;
 - (f) loss of anticipated savings; or
 - (g) damage to goodwill or reputation,
- arising out of or in connection with the Website, the Website Services, the EY Materials or this Agreement or any breach or non-performance of it, no matter how fundamental.
- 10.9 Without prejudice to any exclusions of liability in this Agreement, the combined total liability of EY, all other EY Firms and all EY Persons to you in contract, tort (including but not limited to negligence), under statute or otherwise arising out of or in connection with the Website, the Website Services, the EY Materials and this Agreement, including but not limited to any breach or non-performance of this Agreement, no matter how fundamental, shall not in any calendar year exceed: (a) the fees paid by you to EY in that calendar year under this Agreement for the

relevant Website Service; or (b) USD \$100 (or equivalent in local currency), whichever is greater. Because some states or jurisdictions do not allow for the exclusion or limitation of certain damages, in such states or jurisdictions, the liability of EY shall be limited in accordance with this Agreement (including but not limited to any applicable Additional Terms) to the maximum extent permitted by law.

10.10 EY does not engage in the practice of law through the Website, and the Website Services do not constitute legal advice; you may not consider any information provided to you through the Website or the Website Services as legal advice or as a substitute for legal advice. Your use of the Website and/or the Website Services does not create any attorney-client relationship between you and EY and you are solely responsible for determining whether to seek legal advice from a qualified lawyer.

10.11 EY does not provide any assurance that its processes associated with the Website, the Website Services and/or the EY Materials are sufficient to preserve any accountant-client, attorney-client, work product, or any other applicable privilege or protection that you (whether in your role as a client, as a professional, as a lawyer, or otherwise) or any third person may have or be obligated to maintain, or that may otherwise apply to the questions and information you submit. You are solely responsible for determining whether your use of the Website, the Website Services and/or the EY Materials could be deemed to waive or impair in any manner any applicable privilege or protection.

11. Providing services

11.1 You may not use the Website or Website Services to provide services to third parties without EY's prior written consent, in its sole discretion.

(a) EY shall have no liability to you in connection with your use of the Website or Website Services in violation of this Section 11, and if you violate this Section 11, EY may immediately terminate your access to the Website and/or Website Services, at any time.

12. Draft materials

12.1 You agree that you will not rely on drafts of EY reports or documents that are works in progress or working papers, and that EY does not owe you a duty of care in relation to your use of such materials. You further acknowledge that the figures, calculations, models and advice contained in any EY reports issued in final may differ from those in any draft reports, works in progress and working papers for various reasons such as receipt of updated information, change in scope of the services EY is to provide and changed economic factors. Any use of such materials is at your own risk.

13. Termination

13.1 EY may terminate, suspend or restrict your access to all or any part of the Website, the Website Services and/or the EY Materials:

(a) if you fail to comply with this Agreement or if EY has reasonable grounds to suspect that you have failed to comply with this Agreement; or

(b) if EY receives a complaint from a third-party concerning mis-use by you of the Website, Website Services and/or EY Materials.

13.2 If, under this Agreement, you are required to pay a fee or other sum in respect of access to or use of any part of the Website, the Website Services and/or the EY Materials, EY may terminate or suspend such access and use immediately and without further notice to you if:

(a) you fail to pay when due any sums payable by you under this Terms of Use; or

13.3 If the Additional Terms for the use of the Website, Website Services and/or EY Materials expires or is terminated, this Terms of Use shall automatically be terminated.

13.4 All charges you pay in respect of the Website, Website Services and/or EY Materials are non-refundable.

13.5 EY may terminate this Agreement or suspend access to all or part of the Website, the Website Services and/or EY Materials immediately for any reason at any time, except in respect of any part of the Website, Website Services and/or EY Materials for which you have an active paid-for subscription.

13.6 Section 10 (Disclaimers of Liability), and any other provisions of this Agreement that by their nature are intended to survive, shall survive termination or expiry of this Agreement, howsoever occurring, including without limitation pursuant to Section 13.3.

14. Third party rights

14.1 Sections 3.1, 7 and 10 of this Terms of Use, and any other provisions that by their nature may benefit other EY Firms and/or EY Persons, are intended for the benefit of EY, other EY Firms and EY Persons, who shall be entitled to rely upon and enforce those provisions. Otherwise, a person who is not a party to this Terms of Use may not rely upon or enforce any terms of this Agreement and shall have no third-party rights under this Agreement.

14.2 The consent of any person who is not a party is not required to rescind, vary, suspend, enforce or terminate this Terms of Use, or to grant any waiver under or in connection with this Terms of Use.

15. Other

15.1 *Illegality/Severability:* If any provision of this Terms of Use is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision illegal, invalid or unenforceable under the law of any jurisdiction, it shall be deemed severed from this Agreement to the minimum extent required and this shall not affect or impair the legality, validity or enforceability of the remaining provisions.

15.2 *Waiver:* If EY fails to insist that you meet your obligations under this Terms of Use or if EY does not enforce its rights against you or if EY delays in doing so, that will not mean that EY has waived its rights against you and it does not mean that you do not have to comply with those obligations. If EY does waive a default by you, EY will only do so in writing and that will not mean that EY will automatically waive any later default by you. Even if EY delays in enforcing its rights under this Terms of Use, EY may still enforce its rights later.

15.3 *Entire agreement:* This Agreement constitutes the entire agreement and understanding between you and EY relating to the Website, the Website Services, the EY Materials and all other subject matter of this Terms of Use.

15.4 *No reliance:* You acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by EY or any other person except as expressly set out in this Agreement, in respect of which your sole remedy shall be for breach of contract.

- 15.5 *Fraud and fraudulent misrepresentation:* Nothing in Sections 15.3 or 15.4 or elsewhere in this Terms of Use shall operate or be construed to exclude or limit any liability of any person for fraud, including but not limited to fraudulent misrepresentation.
- 15.6 *Assignment and subcontracting:* EY may assign or subcontract its rights and/or obligations under this Agreement to any other person at any time without needing your or any other person's approval. You may not assign or transfer any of your rights or obligations under this Agreement without EY's prior written consent.
- 15.7 *Governing law:* This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of the State of New York.

Jurisdiction: Any controversy or claim arising out of or relating to this Agreement, the Website, Website Services, or EY Materials, shall be subject to the dispute resolution procedures set forth below. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Notwithstanding the foregoing, any claim limited solely to injunctive or other equitable relief may be submitted as a matter of right by the party seeking such relief to any court having proper jurisdiction over such claim.

(a) Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (the "CPR Institute") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director or substantial equity owner of any EY Firm's audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

(b) Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Institute Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director or substantial equity owner of any EY Firm’s audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

- 15.8 The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

16. Geographic Terms

If you are resident in one of the following geographies, the terms under that geographic heading below shall apply to you:

16.1 Australia

- (a) Section 10.9 is replaced with the following wording:

“Subject to Section 10.1, without prejudice to any exclusions of liability in this Agreement, and to the extent permitted by law, the combined total liability of EY, all EY Firms and all EY Persons to you in contract, tort (including but not limited to negligence), under statute or otherwise arising under or in connection with the Website, the Website Services, the Restricted Services, the EY Materials and this Agreement, including but not limited to any breach or non-performance of this Agreement, no matter how fundamental, shall not in any calendar year exceed: (a) the fees paid by you to EY in that calendar year under this Terms of Use for the relevant Website Service; or (b) AUD \$100, whichever is greater.”

- (b) Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with is subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims), is governed by the laws applicable in New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts having jurisdiction in that State and courts of appeal from them.”

- (c) A new clause 15.8 is added as follows:

“15.8 *GST:* To the extent you receive a supply to which GST applies, you must pay the GST component at the time of payment for the supply if EY has provided a valid tax invoice.”

- (d) All references to USD are replaced with references to AUD.

16.2 Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Libya, Oman, Palestine, Qatar, Saudi Arabia and United Arab Emirates

- (a) Section 7.6(b) is replaced with the following wording:

“any breach by you of Sections 6.4 and/or 7.4.”

- (b) Section 15.7 is replaced with the following wording:

“Governing law: This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the Dubai International Financial Centre.”

- (c) A new Section 15.8 is added as follows:

“15.8 *Dispute Resolution:* Any dispute, difference, controversy or claim arising out of or in connection with this Agreement (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of you or of EY), including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.”

16.3 Canada

- (a) The parties hereto have expressly required that this Agreement and all documents and notices relating to this Agreement be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres documents ou avis qui y sont afférents soient rédigés en langue anglaise.*

- (b) Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement 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 Website, Website Services or EY Materials.”

16.4 Denmark

Section 15.7 is replaced with the following wording:

“Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Denmark. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Danish courts.”

16.5 Fiji

(a) Section 10.9 is replaced with the following wording:

“Subject to Section 10.1, without prejudice to any exclusions of liability in this Agreement, and to the extent permitted by law, the combined total liability of EY, all EY Firms and all EY Persons to you in contract, tort (including but not limited to negligence), under statute or otherwise arising under or in connection with the Website, the Website Services, the Restricted Services, the EY Materials and this Agreement, including but not limited to any breach or non-performance of this Agreement, no matter how fundamental, shall not in any calendar year exceed: (a) the fees paid by you to EY in that calendar year under this Terms of Use for the relevant Website Service; or (b) FJD \$100, whichever is greater.”

(b) Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims), is governed by the laws applicable in Fiji and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts having jurisdiction in Fiji and courts of appeal from them.”

(c) A new clause 15.8 is added as follows:

“15.8 VAT: To the extent you receive a supply to which VAT applies, you must pay the VAT component at the time of payment for the supply if EY has provided a valid tax invoice.”

(d) All references to USD are replaced with references to FJD.

16.6 Finland

Section 15.7 is replaced with the following wording:

“Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Finland. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Finnish courts.”

16.7 Hong Kong Special Administrative Region

(a) Section 15.7 is replaced with the following wording:

“Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the

contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Hong Kong Special Administrative Region (“Hong Kong”). Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Hong Kong courts.”

16.8 Iceland

Section 15.7 is replaced with the following wording:

“Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Iceland. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Icelandic courts.”

16.9 Italy

(a) Section 15.7 is replaced with the following wording:

“Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Italy. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Courts of Milan.”

(b) All references to USD are replaced with references to EUR.

16.10 New Zealand

(a) Section 10.9 is replaced with the following wording:

“Subject to Section 10.1, without prejudice to any exclusions of liability in this Agreement, and to the extent permitted by law, the combined total liability of EY, all EY Firms and all EY Persons to you in contract, tort (including but not limited to negligence), under statute or otherwise arising under or in connection with the Website, the Website Services, the Restricted Services, the EY Materials and this Agreement, including but not limited to any breach or non-performance of this Agreement, no matter how fundamental, shall not in any calendar year exceed: (a) the fees paid by you to EY in that calendar year under this Terms of Use for the relevant Website Service; or (b) NZD \$100, whichever is greater.”

(b) Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims), is governed by the laws applicable in New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts having jurisdiction in New Zealand and courts of appeal from them.”

(c) A new clause 15.8 is added as follows:

“15.8 GST: To the extent you receive a supply to which GST applies, you must pay the GST component at the time of payment for the supply if EY has provided a valid tax invoice.”

(d) All references to USD are replaced with references to NZD.

16.11 Norway

Section 15.7 is replaced with the following wording:

“*Governing law and Jurisdiction:* This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Norway. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Norwegian courts.”

16.12 Papua New Guinea

(a) Section 10.9 is replaced with the following wording:

“Subject to Section 10.1, without prejudice to any exclusions of liability in this Agreement, and to the extent permitted by law, the combined total liability of EY, all EY Firms and all EY Persons to you in contract, tort (including but not limited to negligence), under statute or otherwise arising under or in connection with the Website, the Website Services, the Restricted Services, the EY Materials and this Agreement, including but not limited to any breach or non-performance of this Agreement, no matter how fundamental, shall not in any calendar year exceed: (a) the fees paid by you to EY in that calendar year under this Terms of Use for the relevant Website Service; or (b) PGK 100, whichever is greater.”

(b) Section 15.7 is replaced with the following wording:

“*Governing Law and Jurisdiction:* This Agreement and any dispute or claim arising out of or in connection with its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims), is governed by the laws applicable in Papua New Guinea and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts having jurisdiction Papua New Guinea and courts of appeal from them.”

(c) A new clause 15.8 is added as follows:

“15.8 GST: To the extent you receive a supply to which GST applies, you must pay the GST component at the time of payment for the supply if EY has provided a valid tax invoice.”

(d) All references to USD are replaced with references to PGK.

16.13 People’s Republic of China (excluding Hong Kong Special Administrative Region)

(a) Section 15.7 is replaced with the following wording:

“*Governing law and Jurisdiction:* This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of the People’s Republic of China (“PRC”). Any dispute relating to this Agreement shall be referred to and finally resolved by arbitration administered by China International Economic and Trade

Arbitration Commission (“CIETAC”) in Beijing pursuant to the CIETAC Arbitration Rules in force at the time of the filing of the Request for Arbitration.”

16.14 Philippines

Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement, and any noncontractual matters or obligations arising out of this Agreement or the Website, Website Services, and EY Materials, shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines, without giving effect to the conflict of laws rules. Any dispute relating to this Agreement or the Website, Website Services, and EY Materials shall be subject to the exclusive jurisdiction of the courts of Makati City, Metro Manila, Philippines, to which each of us agrees to submit for these purposes.”

16.15 South Africa, Namibia, Botswana, Mauritius, Madagascar, Mozambique, Zimbabwe, Zambia, Malawi, Kenya, Uganda, Rwanda, Tanzania, Nigeria and Ghana.

- (a) In Sections 10.7, 10.8 and 10.9, the word “tort” is replaced with the word “delict”.
- (b) In Section 10.9, the figure “USD \$100” is replaced with the figure “1,000 South African Rand”.
- (c) The following wording is deleted from Section 10.9: “Because some states or jurisdictions do not allow for the exclusion or limitation of certain damages, in such states or jurisdictions, the liability of EY shall be limited in accordance with this Agreement (including any applicable Additional Terms) to the maximum extent permitted by law.”

16.16 South Korea

Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of South Korea. The parties agree to submit any disputes, claims or other matters arising out of or relating to this Agreement or the Website, Website Services or EY Materials to the exclusive jurisdiction of the Seoul Central District Court.”

16.17 Sweden

Section 15.7 is replaced with the following wording:

“Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EY and you that incorporates this Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of Sweden. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Swedish courts.”

16.18 Thailand

Section 15.7 is replaced with the following wording:

“Governing Law and Jurisdiction: This Agreement shall be governed and construed in accordance with Thailand laws, without regard to conflict of law principles. Any dispute, claim or other matter arising out of or relating to this Agreement or the Website, Website

Services or EY Materials shall be subject to the exclusive jurisdiction of the Thai courts, to which the parties agree to submit for these purposes.”

16.19 Uruguay

(a) Mediation

To submit a dispute to mediation, the other party/ies shall be notified in writing. During the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be appointed by Centro de Conciliación y Arbitraje – Corte de Arbitraje Internacional para el Mercosur con Sede en Montevideo – Uruguay (the “Centro”), at the request of one of the parties. Any mediator so appointed shall be acceptable to all parties.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties shall discuss their differences in good faith and attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The mediator's fees and expenses will be shared equally by the parties.

(b) Arbitration

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

The arbitration will be conducted in accordance with the procedures contained in this document and the arbitration rules established by the “Centro” and effective as of the date of the engagement letter. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, notwithstanding the importance of the dispute, to be appointed as established by the “Centro”. Any issue concerning the dispute or the applicability, interpretation or enforceability of any of these procedures, including any dispute concerning whether all or part of these procedures are not valid or enforceable, shall be resolved by the arbitrators. No potential arbitrator may be appointed unless he or she had agreed in writing to be bound and comply with these procedures.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. They shall have no power to award punitive damages or any other damages exceeding the actual direct damages that affected the party in favor of whom the award was issued, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to grant an award

or impose a remedy that could not be granted or imposed by a court deciding on the matter in the same jurisdiction.

Neither party shall be allowed to reveal any information related to the arbitration process, unless expressly authorized by the arbitration panel when the party requesting such disclosure of information demonstrates substantial need to do so.

- (c) All arbitration aspects shall be deemed confidential. Neither the parties nor the arbitrators may disclose the existence, content or outcome of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, one of the parties shall give written notice to all other parties and shall offer such parties a reasonable opportunity to protect their interests.

The results of the arbitration will be binding on the parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction.