

Cupid Limited
Attention: Mr. Om Garg
Chairman & Managing Director
A-68, M.I.D.C. (Malegaon), Sinnar,
Nashik - 422113, Maharashtra, India

15 March, 2022

Dear Sir:

Thank you for choosing Ernst & Young LLP ("we" or "EY") [PAN: AAEFE1763C] to perform professional services (the "Services") for Cupid Limited ("you" or "Client") relating to the Investor Relations Consulting Services. We appreciate the opportunity to assist you and look forward to working with you.

The attached Statement of Work describes the scope of the Services, our fees for the Services, and any additional arrangements. The Services will be subject to the terms and conditions of this letter, together with its attachments, including the General Terms and Conditions, the applicable Statement of Work and any other Appendices (together, this "Agreement").

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Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact the undersigned so that we can address any issues you identify before we begin

Appendix A

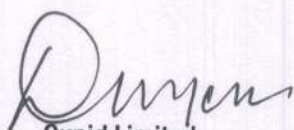
to provide the Services. From our side, undersigned will have the overall responsibility for the engagement. We understand that you would be the co-ordinator from your side.

[Sincerely,]



Diwakar Pingle
Partner
For and on behalf of Ernst & Young LLP

AGREED



Cupid Limited
By: Mr. Durgesh Garg
COO and Authorised Signatory



Encl:

- ▶ Copy of this letter with all appendices for you to sign and return
- ▶ Appendix A - Statement of work
- ▶ Appendix B - General terms and conditions
- ▶ Appendix C - Tools

Background

Cupid Limited, a leading manufacturer & supplier of quality Male condoms, Female Condoms & Water based Lubricant Jelly, was incorporated as a Public Limited Company in 1993 with the Registrar of Companies, Maharashtra and listed on BSE (Bombay stock Exchange) in 1995 and on NSE (National stock Exchange) in 2016.

The Company's modern facility at Sinnar near Nashik, has a current capacity of over 480 million pieces for Male Condoms, 52 million pieces of the Female Condoms & 210 million sachets of Lubricant Jelly per annum. It is the first company in the world to obtain Pre-qualification status from WHO/UNFPA for supply of both Male & Female condoms.

Cupid Ltd. has an active R&D center in addition to its main production facility. Cupid Ltd. works with healthcare professionals, governments and organizations to support them in promoting good sexual health and the importance of consistent condom use to prevent HIV and other STDs.

Scope of our Services

EY will provide Investor Relations support through the following activities.

One-time activities

- ✓ **IR Benchmarking with peers** - Review of the peer IR collateral and prepare an IR plan for Cupid Limited.
- ✓ **Reporting and Disclosure practices** - Recommend disclosure and reporting practices.
- ✓ **IR Website review** - Recommend enhancements to the IR website against best practices.
- ✓ **Annual Report work** - Assist with the content for the annual report specifically related to Chairman's speech, and the Management Discussion and Analysis sections. The design element is out of the purview of our mandate.

Quarterly activities

- ✓ **Earnings Call** - Prepare opening remarks for Chairman in consultation with the management.
- ✓ **Investor presentations** - Assist in preparation of updates for existing Investor base.
- ✓ **Press Releases** - Assist in drafting (where required), review and critique on earnings and selective non-earnings releases

Limitation of our scope

Our work will rely upon information provided by you, our own research and other public information sources. We will not check the accuracy of the information or any explanations provided. We will not carry out any audit on the information nor will we express an opinion on it. In relation to all our work for you, it is your responsibility to provide us with complete, accurate and timely information, and you will appreciate that we cannot be responsible for any consequences that may arise from any failure to do so. Similarly, we will not be able to express any opinion on any profit forecasts or views of future prospects.

Appendix A

Notwithstanding the above, if we become aware, in carrying out our work, of any withholding, concealment or misrepresentation, which we believe will have material implications for the performance of our work, we will inform you as soon as reasonably practicable

Our duties and responsibilities shall be limited to those expressly set out in this letter and without limiting the generality of the foregoing we shall not:

- ▶ Provide you with any accounting, legal, tax or other specialist advice or assume any responsibility for or liability in respect of any advice given to us or you by any other professional adviser (other than where you specifically appoint EY to do so under the terms of a separate Engagement Agreement);
- ▶ Provide advice on any aspects relating to legal and regulatory requirements in or outside India;
- ▶ Be responsible for any facts, estimates, opinions, projections, forecasts or other information (howsoever presented) included in any financial model or business plan, which shall be your responsibility or the responsibility of others, as appropriate;
- ▶ Express any independent opinion on, or take responsibility for, the achievability of any forecasts or the reasonableness of any assumptions or upon the fairness or accuracy of any financial or other information relating to the business of any of the targets;
- ▶ Express any independent opinion on the value of the target(s);
- ▶ Owe any duty of care to any person other than you.

However, should the Company require any of the foregoing services, we will be pleased to enter into a separate arrangement letter for provision of the services desired by you.

Purpose of our work

The letters, information and advice which we provide during our work will be prepared or given solely for the purposes of the proposed engagement and should not be used or relied upon for any other purposes and will be given in confidence. They should not be used for any other purpose or by any other person, nor should they be made available, unless so required by court order or a regulatory authority or save as set out in the attached General terms and conditions (Appendix B), to any party without our prior consent in writing.

Additional services

We should be pleased to discuss additional services that we can provide in connection with the engagement should you require.

Communication

It is our usual practice to use e-mail for communicating with our clients and their advisers during the course of our work, and this may include sending drafts of our deliverables or other documents relating to the assignment. As you may be aware this will involve the use of the Internet that, by its nature, may not be secure for reasons that are beyond the control of any one organization. If this is of concern to you please let us know and we will be pleased to discuss other methods of communication with you for this assignment.

Disclosure of our Report

The Report will be provided to you for the above Purpose only and should not be used or relied upon for any other purpose, nor should it be disclosed to, or discussed with, any other party without our prior consent in writing, save as set out in Section 12 of the attached General Terms and Conditions.

Timetable

EY will mobilise their engagement team to commence work on the date of execution of this Engagement Agreement (the 'Start Date'). Throughout the course of the assignment, we shall be in close discussions with you and keep you informed of the progress of our work. Documentation that may be required from time-to-time will be prepared and delivered according to schedules agreed upon at the time such document preparation work is undertaken.

Our timing will also depend significantly upon the availability and the promptness with which reliable and accurate information is made available to us.

Period of Engagement

Effective from 17th February 2022 to 31st March 2023. The proposed revision in fees starting 1st April 2022 to 31st March 2023 is mentioned under the Contract Price and Invoicing section.

Engagement Team

This engagement will be led by Diwakar Pingle and Binay Sarda will manage the project. They will be supported by a team of experienced investor relations specialists, selected for their relevant job skills.

Fees

Our fee proposal is detailed in Appendix B

The invoice shall be raised to you and, accordingly, the fee shall be paid by you and not by any of your affiliates / group companies / promoter / shareholder, etc.

Appendix A

On specific request of the Client, an itemized detail of out of pocket expenses may be provided. In case, there will be a requirement of submitting supporting documents for reimbursement of OPEs, we will provide only soft copies of supporting documents. We do not maintain original copies of bills related to reimbursements of employees claims.

Client Contact

Our client contact, with whom we will communicate in respect of the services set out in this agreement, is Mr. Om Garg.

Conflict of interest

We would draw your attention to clause 38 of Appendix B - General terms and conditions - which refers to the firm's right to act for your competitors or for other clients, whose interests are or may be opposed to yours in connection with this engagement. In such circumstances, we will ensure that a separate team will act for that other client and that procedures will be in place that will protect the confidentiality of your information.

Tools

In performing our Services, we may make use of certain Tools (as defined in Appendix C to this SOW). In addition, we may make Tools available to you. The terms and conditions of access to and use of Tools by you are set forth in Appendix C to this SOW

Use of name

Notwithstanding section [42] of the General terms and conditions EY and other EY entities [they] may use your name as reasonably necessary to perform the Services and in correspondence, including proposals, from EY or other EY entities to you. [In addition, they may disclose to present or prospective clients, or otherwise in marketing materials, that they have performed the Services for you, and may use your name solely for that purpose, in accordance with applicable professional obligations].

Other matters

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, you may take the issue up with your usual partner contact. If you prefer an alternative route, please contact Rajiv Memani, our Country Managing Partner, at Ernst & Young LLP, 3rd and 6th Floor, Wing A & B, Worldmark -1, Aero City, IGI Airport Hospitality District, Opp. Holiday Inn, Mahipalpur, 110037, New Delhi, India

We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you.

Appendix B

1. Contract Price and Invoicing

Our professional fee of the engagement would be fixed at **Rs 3.60 Lacs per annum** (excluding GST) until **31st March, 2022**. The proposed revised fees is **Rs. 3.8 Lacs per annum** (excluding GST) from **1st April, 2022 until 31st March, 2023**.

Cupid Limited will pay EY professional fees on a monthly basis. In addition to the fees set out above, all direct expenses and disbursements ("Out of pocket expenses" or "OPE") incurred in connection with the Performance of the services and an Administration surcharge, to be calculated as 10% of OPE, will be borne by Cupid Limited. Further, GST shall be charged as applicable. The administration surcharge is being levied towards recovery of expenses such as printing and stationery, telecommunication costs, other levies/taxes, costs that are not always identifiable to specific engagements.

This payment would be paid on submission of an invoice by EY to the 'Supervising officer'. Usually, we send an invoice to the person mentioned in Engagement Letter.

The invoices will be generated at the beginning of every month.

2. Payment Terms

2A. Payment Schedule

EY shall bill the Client for its fees, expenses and applicable taxes, if any, as they are incurred, in accordance with the billing milestone as mentioned below:

The professional fees will be paid monthly in advance within 30 days of submission of invoice by EY.

Taxes at the applicable rates will be charged over and above the fee. Certificate for any tax deducted at source by you is required to be submitted to us along with payment.

2B. Terms of payment

Payment is due upon receipt of EY's invoice. In case the payment is not made within 30 days interest @ 18% for the delay would become due and payable along with the fees.

2C. Method of payment

Appendix B

- a. All payments should be done through electronic transfer of funds or through cheque or draft. Please intimate the details of specific invoice against which the payment is made.

Billing details

Bill addressed to	Cupid Limited
e-mail id for invoice submission (more than one email id can be given)	1. omgarg@cupidlimited.com 2. cs@cupidlimited.com
Address for physical invoice submission, if required (not required in case of digitally signed invoices)	Cupid Limited A-68, M.I.D.C. (Malegaon), Sinnar, Nashik - 422113.
PAN	AAACC2389K
TAN	MUMC10823B
GSTIN	27AAACC2389K1ZF
Payment cycle	Quarterly

GENERAL TERMS AND CONDITIONS

Structure

1. These General Terms and Conditions, together with the Cover Letter and any applicable Statement of Work and any annexes, form the contractual structure for the provision of Services by EY to Client.
2. For the purposes of this Agreement, "party" means either EY or Client.
3. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.

Definitions

4. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Cover Letter or applicable Statement of Work. The following terms are defined as specified below:
 - (a) "Client Affiliate" means an entity that controls, is controlled by, or is under common control with, Client.
 - (b) "Client Information" means information obtained by EY from Client or from a third party on Client's behalf.
 - (c) "Deliverables" means any advice, communications, information, technology or other content that EY provides under this Agreement.
 - (d) "EY Firm" means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.

- (e) "EY Persons" means EY's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.
- (f) "Internal Support Services" means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.
- (g) "Personal Data" means Client Information relating to identified or identifiable natural persons.
- (h) "Report" means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
- (i) "Support Providers" means external service providers of EY and other EY Firms and their respective subcontractors.
- (j) "Tax Advice" means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.

Provision of the Services

5. EY will provide the Services using reasonable skill and care and/or in accordance with applicable professional standards.
6. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain solely responsible to Client for the performance of the Services.

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7. EY will act as an independent contractor and not as Client's employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services as well as the use and implementation of the Services and Deliverables.
8. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.
9. Client Information will be accurate and complete in all material respects. EY will rely on Client Information, and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. The provision of Client Information (including Personal Data), resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

Deliverables

10. All Deliverables are intended for Client's use in accordance with the applicable Statement of Work under which they are provided.
11. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
12. Unless otherwise provided for in a Statement of Work, Client may not disclose a Report (or any portion or summary of a Report), or refer to EY or

to any other EY Firm or EY Person in connection with the Services, except:

- (a) to Client Affiliates with EY's prior written consent, who may use it only as specified in such consent;
- (b) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services;
- (c) to Client's statutory auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
- (d) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);
- (e) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or
- (f) to the extent it contains Tax Advice.

If Client discloses a Report (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent. Subject to the foregoing, Client is not prohibited by this Section 12 from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of, EY's or any other EY Firm's involvement in the development of such Deliverables, and (ii) Client assumes sole responsibility for such use and communication.

Limitations

13. As part of the parties' commercial arrangements, the parties have mutually agreed the following

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limitations of liability (which also apply to others for whom Services are provided under this Agreement):

- (a) Neither party will be responsible for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, exemplary, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
- (b) Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
- (c) If EY is liable to Client (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, EY's liability to Client shall be several, and not joint, with such others, and shall be limited to EY's proportionate share of that total loss or damage, based on EY's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of EY's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

- (d) Client shall make any claim relating to the Services or otherwise under this Agreement no later than three years, after discovery of the cause of action in relation to such claim.

14. The limitations set out in Sections 13(b) and (d) above will not apply to losses or damages caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
15. Client (and any others for whom Services are provided under this Agreement) may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against EY.

No Responsibility to Third Parties

16. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client (or at Client's request) to a third party (including but not limited to permitted disclosures to third parties under Section 12), Client agrees to indemnify and hold EY, as well as the other EY Firms and the EY Persons, harmless against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

Intellectual Property Rights

17. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Statement of Work, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.

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18. Client's right to use Deliverables under this Agreement arises following payment for the Services.

Confidentiality, Data Protection & Security

19. Except as otherwise permitted by this Agreement, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement;
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
20. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.
21. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY

office locations are listed at www.ey.com). Client Information, including any Personal Data, will be processed in accordance with applicable law, and appropriate technical and organizational security measures will be implemented to protect it. Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program, available at www.ey.com/bcr. Further information about EY's security measures and processing of Personal Data is available at www.ey.com/privacy.

22. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law, EY acts as an independent controller, and not as a processor under Client's control or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client's behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.
23. EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.
24. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices or for their performance or compliance with Client requirements or applicable law.

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25. To facilitate the performance of the Services, EY may provide access to, or otherwise make available, technology-enabled collaboration tools and platforms to Client personnel or third parties acting on Client's behalf or at Client's request. Client shall be responsible for all such persons' compliance with the terms applicable to the use of such tools and platforms.

Compliance

26. In connection with the performance of its respective rights and obligations under this Agreement, EY and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time concerning or relating to bribery or corruption.

Fees and Expenses Generally

27. Client shall pay EY's professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. Client shall also reimburse EY for other reasonable expenses incurred in performing the Services. EY's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY's income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following the date of each of EY's invoices.
28. EY may charge additional professional fees if events beyond its control (including Client's acts or omissions) affect EY's ability to perform the Services as agreed in the applicable Statement of Work or if Client asks EY to perform additional tasks.
29. If EY is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, Client shall reimburse

EY for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless EY is a party to the proceeding or the subject of the investigation.

Force Majeure

30. Neither party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such party's reasonable control.

Term and Termination

31. This Agreement applies to all Services whenever performed (including before the date of this Agreement or the applicable Statement of Work).
32. This Agreement shall terminate on the completion of the Services. Either party may terminate this Agreement, or any particular Services, upon 15 days' prior written notice to the other. In addition, EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
33. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of this Agreement, as well as any applicable termination fees set forth in the applicable Statement of Work.

Governing Law and Dispute Resolution

34. This Agreement, and any non-contractual matters or obligations arising out of it or the Services, shall be governed by, and construed in accordance with, the laws of republic of India.

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35. Any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the courts at New Delhi in India, to which each party agrees to submit for these purposes.

Miscellaneous

36. This Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.
37. Each party may execute this Agreement, as well as any modifications to it, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement.
38. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client's competitors.
39. Neither party may assign any of its rights, obligations or claims under this Agreement.
40. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
41. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure may render the auditor to be deemed to be non-independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of this Agreement, that neither Client nor any of its affiliates has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.
42. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.
43. The limitations in Sections 13 and 15 and the provisions of Sections 16, 21, 23 and 38 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.
44. The parties agree that the respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Appendix C

Tools is subject in all respect to the terms and conditions set forth in this Appendix. Any breach of the provisions of this Appendix may result, in our sole discretion and without limitation, in the suspension or termination of your access to a Tool.

Intellectual Property Rights

All Tools are confidential and proprietary to or licensed by EY, and accordingly the Tools constitute "Materials" (as such term is defined in the Agreement). All intellectual property rights in the Tools, and in any modifications to the Tools created by EY under this SOW, belong to EY or its

licensors. You shall have no right to (and shall not), and you shall not permit any third parties to, sublicense, copy, adapt, reverse engineer, decompile, disassemble or modify any software used in any Tool in whole or in part, or in any way derive any source code from, or create any derivative work of, any Tool.

Tools

In performing our Services, we may make use of certain technologies, techniques, hardware, software, spreadsheets, models, templates, digital platforms and tools, which are developed by and proprietary to or licensed by an EY Firm (collectively, "Tools" and each, individually, a "Tool"), to facilitate our delivery of the Services. Subject to the terms and conditions of this SOW and to any applicable additional terms and conditions, which may include third party license agreements) as part of our Services we may allow you and your advisors and other transaction participants to have access to the Tools and their contents, which may include EY Reports. To the extent we do so, any such access to and use of the

No Warranties

All Tools are provided "AS IS," and none of EY or any other party involved in the creation, production or delivery of any Tool makes any warranties, express or implied and whether by statute or otherwise, with respect to any Tool, including, without limitation, any implied warranty of satisfactory quality, merchantability, use of reasonable skill and care or fitness for any particular purpose or use, non-infringement, title, or that the operation of any Tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software. You acknowledge that you shall be solely responsible for your use of the Tools. No

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responsibility or liability is or will be accepted by us in connection with your use of the Tools, including but not limited to the adequacy, accuracy, or completeness of any Tools or the output of any Tool or any conclusions or decisions that you reach through your use of a Tool. Without prejudice to the generality of the foregoing, insofar as there may be any responsibility on our part in connection with your use of a Tool our liability shall be limited in accordance with sections 16 to 21 of the General Terms and Conditions.

Except as otherwise expressly set forth in this SOW, EY shall not be responsible for any maintenance, training, assistance, updates or support of any kind or nature related to the Tools during the course of performance of the Services under this SOW or at any time thereafter.

Use of Tools

You may use the Tools only in connection with our services under this SOW and you represent and warrant for yourself and on behalf of your authorized users that you will not use any Tool (a) in any way that breaches any applicable law or regulation; (b) in any way that is fraudulent or has any fraudulent purpose; (c) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time bombs, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You also agree not to access without authority, interfere with, damage or disrupt (i) any part of any Tool; (ii) any equipment or network on which any Tool is stored; (iii) any software used in any Tool; or (iv) any equipment, network or software owned or used by any third party. You also acknowledge that you have implemented sufficient security measures to

prevent any security violation that could result in damages to you or us. You will inform us without delay if you become aware of any potential or proven security risk, including but not limited to the use of user credentials by unauthorized parties, or if one of your authorized users leaves your employment such that their user access should be removed.

Except as expressly provided otherwise in this SOW or as we may consent otherwise in writing, if we provide you and, at our sole discretion, your authorized users access to one or more Tools, you shall ensure that: (i) each of your authorized users keeps a secure password and credentials only for his/her use of the Tool, (ii) such password shall be changed in accordance with our reasonable instructions, and (iii) you shall not provide any third party (including your affiliates, unless otherwise requested by you and agreed by us) with access to the Tool.

You will be responsible for making sure that the features and functionality of the Tools are satisfactory for your intended use. The Tools are not to be used (by you or on your behalf) to conduct ongoing management activities, and are not a substitute for any documentation or system of records you must create or maintain pursuant to law. You alone are responsible for maintaining separate copies of any documentation or data you input into any Tool or that we present through any Tool if you wish to maintain copies for your use. We may remove documents from your view without notification.

In the event of any conflict between the terms of use set out in this SOW and in any electronic acceptance required to access a Tool, the terms set out in this SOW shall prevail.

Third Parties

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If you request that we provide access to a Tool, and the contents of a Tool (including our Reports), to third parties, we reserve the right to grant or deny such access in our sole discretion. If we permit such access, we will require an executed release letter and/or an acceptance of our terms of use, in the form we prescribe, from those parties who are to receive access. Such execution may, in our discretion, be required by means of a “click through” acknowledgement and acceptance of our terms of use or by other electronic means. For any third party working on behalf of or in collaboration with you who is provided user access, you accept responsibility for the actions of such third party in utilizing the Tool.

We may at any time subcontract certain functions relating to the Tools to third parties who supply us with the hardware, software, services, products, programs and goods we need to operate and maintain the Tools. Accordingly, you agree to comply with such third-party terms and conditions as we reasonably require. Notwithstanding anything to the contrary in the Agreement, we do not assume any responsibility for any third-party hardware, software, services, products, programs or goods, including, without limitation, their performance or compliance with your specifications or otherwise.

In performing the Services, EY will not take any action that EY reasonably believes could impair its independence with respect to any of its clients or those of other EY Firms. For example, we will not instruct, supervise, contract, or allow access to any Tool with/to an entity, without having first determined that such action would not impair our independence.¹

Tools and EY Reports

We may use the Tools to provide access to information (which may include EY Reports) to you

and other transaction participants. Any version of a report, data analytics visualizations or other information viewed in or printed from a Tool is referred to as a “Draft Report.” Draft Reports are distinct from EY’s final Report, which may be provided to you outside of the Tools (and which may be in hard copy form or provided via email). Neither you nor any other transaction participant may rely on any Draft Reports, which are not intended to be a substitute for any final Report. If a final Report is prepared, in the event of any inconsistency between EY’s final Report and any draft Report, the final Report will prevail. Certain Tools may employ data analytics including, potentially, for the purpose of making on-screen presentations to you. Where we make such on-screen presentations to you, those on-screen presentations and any comments made thereon in discussions with you are intended only to assist your understanding of the work we have performed. They are not intended to be a substitute for our final Report and are not intended to modify any of the contents of our final Report. We assume no responsibility or liability whatsoever to you (or anyone else) in respect of any analysis or comments which are not reflected in our final Report.

We will provide you and such of your authorized users as we approve in our sole discretion access to the Tool for a period of time to be communicated in writing by the engagement team, subject to earlier termination at our sole discretion. For the purposes of this engagement, the period of access will be the period ending [thirty] days after the consummation and/or termination of the contemplated transaction, subject to earlier termination in our sole discretion.

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¹ Certain Tools may be accessible by transaction parties (other than EY's client for this engagement) who are also Channel 1 clients of EY. Care must be taken to ensure that the functionality of a Tool and the duration to which Channel 1 clients may have access to it do not amount to EY effectively performing a management/controls function for a Channel 1 client. If that were the case, EY (in consultation with Independence and GCO) may need to deny a Channel 1 client access to Tool. This language is designed to put EY client in this engagement on notice of that possibility.

Confidentiality

The Tools and their outputs (other than Client Information) constitute confidential information, subject to the provisions of Section 12,22,25 of the General Terms and Conditions of the Agreement. Except as expressly set forth in this SOW or as otherwise agreed in writing by EY, (i) the Tools and their contents are made available solely for your internal use in connection with your project for the period of our engagement hereunder and (ii) you will not disclose the Tools or their contents or any portion thereof to any third party or refer externally to EY, any EY Firm or any EY Person in connection therewith.

Notwithstanding the preceding paragraph and Section 12 of the General Terms and Conditions we may grant access via one or more Tools to draft Reports or other information, to your professional advisers, in each case solely for the purposes of the Transaction. You shall inform each of your advisers and ensure that they agree before we grant them access to any draft Report or any other information via a Tool, that we assume no responsibility or liability whatsoever to them in respect of the contents of the Tool, that they agree to be bound by the terms and conditions of the Agreement relating to restrictions on the use and disclosure of our Report or any other information

and that they agree to the conditions of use set out in this Appendix. You accept that confidential Client Information may be included in Reports and other information to which access is provided in this way and agree that our provision of such access, on your request, will not constitute a breach of the confidentiality provisions of the Agreement.

Data Content of Tools

While we may have performed certain procedures on raw data in order to enable it to function appropriately with the Tools, we have not created the underlying data provided, uploaded or amended by you or on your behalf and we do not have any responsibility to analyze, evaluate, verify or comment on it unless expressly agreed otherwise in this SOW. To the extent that as part of the engagement we use publicly available information or other third party sources, we will not verify the accuracy, reliability or completeness of such information or sources. It is your responsibility to ensure that any content provided by you or your authorized users that may be posted or stored on any Tool are compliant with applicable laws and regulations and do not infringe any third party rights, including but not limited to any intellectual property rights. You agree to take all necessary actions to ensure that the data uploaded to and/or used as part of any Tool has been properly saved.

Data residing in or accessed through a Tool may be hosted on servers in the United States or the European Union. If we are required to enter into contracts which prevent the transfer of data to either of these locations or which otherwise limit our ability to share information, we may not be able to allow access to such data or otherwise share information with you via the Tools.

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