

March 31, 2008

Quebecor World (USA) Inc.  
150 East 42<sup>nd</sup> Street  
New York, NY 10034  
Attn: Louise Desjardins  
Senior Vice President-Taxation  
Quebecor World Inc.  
612, rue Saint-Jacques  
4e étage  
Montréal, Québec H3C 4M8

### Master Tax Services Agreement

Dear Ms. Desjardins:

Thank you for choosing Ernst & Young LLP ("we" or "E&Y") to perform tax services requested by Quebecor World (USA) Inc. (the "Client" or "Company"). This letter, together with the attached Exhibits and Notice, constitutes the Master Tax Services Agreement ("Agreement") between the Client and E&Y, for the provision of tax services subsequent to the Company filing a Chapter 11 petition on or around January 21, 2008 with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

We have agreed to provide such services contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions that are set forth in this Agreement.

This Agreement is effective as of the date of Client's filing a Chapter 11 of the United States Code petition in the Bankruptcy Court.

#### SCOPE OF SERVICES

Subject to the provisions of Agreement, including the Dispute Resolution Procedures, which are set forth in Exhibit B hereto, we will provide to the Client the tax services (the "Services"), which may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

For each project, the Client and E&Y shall enter into a Statement of Work that describes the specific Services to be performed for a project and the applicable fees for such project, subject to the approval of the Bankruptcy Court. The Statement of Work will be executed by the parties, will be subject to the terms and conditions of this Agreement and will be deemed incorporated herein and shall be contingent upon the Bankruptcy Court approving E&Y's retention in accordance with the terms and conditions that are set forth in this Agreement and the applicable Statement of Work.

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~~We will perform all services under this Agreement in accordance with applicable standards established by the American Institute of Certified Public Accountants, including its Statements on Standards for Tax Services.~~

We agree to provide such services contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions set forth in this Agreement.

### **FEES AND EXPENSES**

Fees for the Services will be billed based on hours spent at agreed-upon hourly billing rates that will be updated annually on July 1. The hourly billing rates applicable to this Agreement are as set forth in each applicable Statement of Work.

Fees and expenses for the Services will be set forth in the respective Statement of Work pertaining to such services. To the extent that a Statement of Work conflicts with the terms provided herein, the separate Statement of Work will be governed by its own terms, contingent upon the Bankruptcy Court's approval.

We will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this Agreement, provided they are pre-approved by Client, as well as fees for any time we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceeding as a result of our performance of these services, so long as E&Y is not a party to the proceeding for which the information is sought. In addition, the Company shall reimburse E&Y for its reasonable expenses including travel, meals, accommodations, telephone, facsimile, overnight mail, messenger services, etc. E&Y may receive rebates in connection with certain purchases, which are used to reduce overhead charges that E&Y would otherwise pass on to its clients. E&Y will submit its invoices as the work progresses and payment of them will be made upon receipt, or as quickly as the Bankruptcy Code, the Bankruptcy Rules, local bankruptcy rules for the Southern District of New York and any relevant administrative orders allow.

We will submit an itemized and detailed billing statement in a mutually agreed upon format and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. The Company shall also pay all applicable taxes, including VAT, incurred in connections with the delivery of the Services or the Reports (except for taxes imposed on E&Y's income).

E&Y acknowledges that payment of its fees and expenses hereunder is subject to (i) the jurisdiction and approval of the Bankruptcy Court under Sections 327, 330, and 331 of the Bankruptcy Code, any order of the Bankruptcy Court approving the retention of E&Y and the

U.S. Trustee Guidelines, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications.

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#### **OTHER MATTERS**

The Company acknowledges that no services shall be performed pursuant to this Agreement that: (a) are prohibited under the SEC, PCAOB or AICPA rules or (b) would impair E&Y's independence or violate the Securities Exchange Act of 1934, as amended.

Any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Agreement or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of the Company or its subsidiaries or of E&Y) shall be brought in the Bankruptcy Court or the applicable district court if such district court withdraws the reference and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole exclusive forum (unless such court does not have jurisdiction and venue of such claims or controversies) for the resolution of such claims, causes of action or lawsuits. The parties to this Agreement, and any and all successors and assigns thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court or the district court upon withdrawal of the reference does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to nonbinding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in Exhibit D to this Agreement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon the Company, E&Y and any all successors and assigns thereof.

This Agreement, including all Exhibits hereto and any Statements of Work executed hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties with respect to the subject matter hereof made prior to the date hereof. There are no representations, warranties, understandings or agreements relating to the subject matter hereof which are not fully expressed in this Agreement. No amendment, modification, waiver or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of the party against whom such amendment, modification, waiver or discharge is sought to be enforced, and, where required, Bankruptcy Court approval. Except as expressly provided herein, this Agreement does not modify the terms or provisions of any engagement letter or agreement for other professional services executed prior to the date noted below.

By agreement to the provision of the Services, E&Y is not providing a guarantee to the Client that E&Y's performance of those services pursuant to the terms and conditions set forth in the Agreement will guarantee the Client's successful reorganization under Chapter 11.

Quebecor World (USA), Inc.

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

Thanks again for your selection of our firm.

Very truly yours,

*Ernst + Young LLP*

AGREED TO BY:

Quebecor World (USA) Inc.

By: \_\_\_\_\_

*JACQUES HALLETTE, CEO QUEBECOR WORLD INC.  
EXEC V-P QUEBECOR WORLD (USA) INC.*

Attachments

## EXHIBIT A: Standard Terms and Conditions for Tax Services

1. Independent Contractor. E&Y will provide tax services to Client (the "Services") from time to time described in Statements of Work (each, an "SOW") solely as an independent contractor. Neither party shall have the right, power or authority to obligate or bind the other in any manner.
2. Unexpected Events. If changes to the scope or timing of any Services are required because of a change in applicable law or professional standards or events beyond a party's reasonable control, but not involving its fault or negligence (any of which, a "Change"), the parties agree to adjust the fees for, and/or timing of, the Services appropriately and, if necessary, Client will obtain Audit Committee and Bankruptcy Court approval of such adjustments. Each party shall be excused from default or delay in the performance of its obligations (other than payment obligations) under this Agreement to the extent caused by a Change.
3. Client Data and Information.
  - A. Client will timely provide, or cause to be provided, to E&Y all data, information and resources reasonably required by E&Y to perform the Services ("Client Data"). All Client Data shall be, to the best of Client's knowledge, true, correct and complete in all material respects and will not omit any material fact that would make any data or information provided to E&Y false or misleading. E&Y may rely upon the Client Data and will not evaluate or have any responsibility to verify independently the accuracy, completeness, or sufficiency of any Client Data for any purposes.
  - B. E&Y may disclose Client Data, including tax return information and other confidential information, to any affiliate of E&Y, any other member of the global Ernst & Young network or any of their respective affiliates (all such members, including E&Y and its affiliates, collectively, the "E&Y Entities," and any of them, an "E&Y Entity") and their respective employees, partners, consultants and contractors as strictly necessary for the purpose of rendering the Services. Other than as stipulated above, Client Data shall be kept strictly confidential by E&Y, all E&Y Entities and their respective employees, partners, consultants and contractors, and treated with at least the same degree of care and confidentiality as E&Y's own confidential information. The confidentiality obligations above shall survive the termination of this Agreement and the liability for breach of any said obligation shall not be subject to any of the
4. Reliance and Disclosure. All E&Y tax services and any advice, reports, materials, presentations, or other communications (collectively, "Advice") in connection therewith are provided solely for the benefit and use of Client and (other than filings provided to tax authorities) may not be relied upon by anyone else for any purpose without E&Y's prior written consent. Client (and, if applicable, its officers, directors, employees, agents and advisors) may disclose to any person or entity, without limitation, the tax treatment and tax structure of any transaction or any other tax position with respect to which E&Y provides tax Services and any Advice in connection therewith. In the event Client discloses such Advice to a third party, Client shall inform the third party that the third party cannot rely on the Advice for any purpose without E&Y's prior written consent. Client may not rely on any draft Advice.
5. Technical Elements; Engagement Tools; Working Papers.
  - A. To perform the Services, E&Y may use certain data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications developed or used by E&Y or its licensors, or to which E&Y otherwise has rights, including enhancements and improvements developed in the course of performing the Services (collectively, "Technical Elements"). The Company shall have no rights in or to the Technical Elements, except with respect to Technical Elements owned by E&Y solely to the extent necessary to use the Reports as permitted by this Agreement. E&Y retains all right to use its knowledge, experience and know-how, including the Technical Elements, in providing services to other clients.
  - B. To perform the Services, E&Y may (and may, subject to additional terms and conditions, including license agreements, permit authorized representatives of the Company to) utilize, certain software and collaborative tools, including PM Toolkit, QuickPlace<sup>®</sup> and Ernst & Young eRoom (collectively, the "Engagement Tools"). The Company shall not, and shall not permit third parties to, copy or modify any Engagement Tools, nor shall it decompile, reverse engineer, or in any way derive any source code from, or create any derivative work of, any Engagement Tools.

limitation of liability clauses of this Agreement or any SOW.

## EXHIBIT A: Standard Terms and Conditions for Tax Services

THE ENGAGEMENT TOOLS ARE PROVIDED "AS IS," AND NONE OF E&Y OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ANY ENGAGEMENT TOOL MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ENGAGEMENT TOOL OR TITLE THERETO, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, OR ANY WARRANTY THAT THE OPERATION OF ANY ENGAGEMENT TOOL WILL BE UNINTERRUPTED, ERROR FREE OR THAT IT WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE USED BY THE COMPANY. E&Y MAKES NO COMMITMENT TO SUPPORT, MAINTAIN OR UPGRADE ANY ENGAGEMENT TOOL. THE COMPANY ASSUMES SOLE RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM, ANY ENGAGEMENT TOOL.

- C. Any use of Engagement Tools by or on behalf of the Company is not a substitute for any documentation or system of records created or maintained pursuant to law, including, without limitation, Internal Revenue Code Section 6001. The Company shall be solely responsible for maintaining separate copies of any documentation it inputs into any Engagement Tool.
- D. E&Y shall own all working papers prepared by it to document, in accordance with E&Y policy and professional requirements, performance of the Services. E&Y may retain, in confidence, copies of all Reports and Tax Advice and other documents prepared by it.

### 6. Limitations.

- A. E&Y may subcontract a portion of its responsibilities under this agreement without Company's prior written approval to any affiliate of E&Y, any other member of the global E&Y network or any of their respective affiliates (collectively, the "E&Y Entities," and any of

them, an "E&Y entity"); provided however that E&Y shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of E&Y under this Agreement, including any SOW, whether or not performed, in whole or part, by E&Y, any other E&Y Entity, or any subcontractor or personnel of any E&Y Entity. Client and its affiliates or other persons or entities for or in respect of which any of the Services are provided shall have no recourse, and shall bring no claim, against any E&Y Entity other than E&Y, or against any subcontractors, members, shareholders, directors, officers, managers, partners or employees of E&Y or any other E&Y Entity, or any of the assets of any thereof, in connection with the performance of the Services or otherwise under the Agreement or any SOW.

- B. Neither party will be liable to the other (or to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided), for any consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill) in connection with the performance of the Services or otherwise under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if the first party is advised of the likelihood of such damages.
- C. To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y's gross negligence or willful misconduct, the total aggregate liability of E&Y to Client (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise.
- D. E&Y agrees to indemnify and save Client and its affiliates ("Client" herein) harmless of and from any and all losses, claims, or damages (but not consequential damages except as finally awarded to a third party claimant) including reasonable attorney's fees and expenses which Client may suffer or incur in the event any claim is threatened

## EXHIBIT A: Standard Terms and Conditions for Tax Services

- or made against Client by any person, firm, corporation or otherwise for actual or alleged infringement of any proprietary right (including, but not limited to, trademark, trade secret, patent or copyright rights) or any actual or alleged misuse of personally identifiable information, arising from, relating to or as a result of the Services. E&Y further agrees, upon Client's request, to defend on behalf of Client by attorneys reasonably acceptable to Client, but at E&Y's cost and expense, any such actions, proceedings, claims and/or demands made against Client by a third party. Client agrees to notify E&Y of said claim, action, proceeding or demand as soon as reasonably practicable upon receipt of notice of same. The provisions of this Section D shall survive the termination or expiration of this Agreement, and the obligations and liability of E&Y under this Section D shall not be limited by any limitation of liability clause of this Agreement or any SOW.
7. **Termination.** This Agreement may be terminated at any time by the Company or E&Y, but in any event this Agreement will expire upon the effective date of the Company's confirmed plan of reorganization, or liquidation of the Company's assets under Chapter 11 or 7 of Title 11 of the United States Code, or otherwise. The provisions of this Agreement relating to "Fees and Expenses" and "Other Matters" will remain operative and in full force and effect regardless of any termination or expiration of this Agreement and shall survive completion of the Company's bankruptcy whether through a confirmed plan of reorganization under Chapter 11 of Title 11 of the United States Code, liquidation of the Company's assets under Chapter 7 of Title 11 of the United States Code, or otherwise. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this Agreement shall remain in full force and effect.
8. **Information Requests.** If Client requests E&Y, or if E&Y is required by government regulation, subpoena or other legal process, to produce documents or personnel as witnesses with respect to the Services or this Agreement, Client shall, so long as E&Y is not a party to the proceeding in which the information is sought, reimburse E&Y at its standard billing rates for its professional time and reasonable expenses, as well as reasonable attorneys' fees and expenses, incurred in responding to such requests.
9. **Use of Names.** Neither party shall use, disclose or publicize the other party's name, trademark, service mark or logo in connection with the Services without the prior written consent of the other party.
10. **Miscellaneous.**
- A. This Agreement merges and supersedes all prior and contemporaneous communications about the Services and the other matters contemplated by this Agreement. This Agreement, including each SOW, may be modified only in writing, signed by both parties and approved by the Bankruptcy Court. If any portion of this Agreement, including any SOW, is held to be void, invalid, or otherwise unenforceable, the other provisions shall not be affected.
- B. None of a party's rights or obligations under this Agreement may be assigned, in whole or in part, by either party without the prior written consent of the other party, provided, that E&Y may assign any of its rights or obligations under this Agreement to, and may perform the Services together with, an affiliate of E&Y or any other E&Y Entity, subject to the approval of the Bankruptcy Court. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any assignee or subcontractor that is providing any of the Services in accordance herewith.
- C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as if it were made and fully performed in New York by New York residents.
- D. Client represents and warrants to E&Y that (1) this Agreement has, if necessary, been considered and approved by Client's Audit Committee, and (2) the person signing this Agreement, or any SOW, is expressly authorized to execute it on behalf of, and to bind, Client, its affiliates and any other persons or entities for whose benefit any of the Services are provided.

## EXHIBIT B: Dispute Resolution Procedures

### *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 ("CPR") 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 E&Y 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.

### *Arbitration*

The arbitration will be conducted in accordance with the procedures in this document and the CPR 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 E&Y 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.

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.



## Tax Services Notices

1. Under Section 5079(a)(5) of the California Business and Professions Code and the regulations thereto, E&Y is required to inform its clients that in some circumstances, non-CPA personnel may participate in the performance of the Services.
2. In accordance with AICPA professional standards and the Financial Modernization Act of 1999, E&Y provides the following Privacy Policy Statement: E&Y considers all nonpublic information about its clients to be confidential, including personal and financial information provided by its clients or by others, as well as information E&Y generates on behalf of its clients. E&Y does not disclose confidential client information to unaffiliated third parties, other than E&Y Entities and their contractors or consultants in connection with the performance of the Services, except as permitted by law or professional obligations, without the client's consent. E&Y personnel, contractors and consultants working under E&Y's supervision are required to observe E&Y's policies concerning confidential client information and E&Y employs security systems designed to protect against unauthorized access to and use of confidential information.
3. Under AICPA professional standards, E&Y owns all working papers prepared by it to document, in accordance with E&Y policy and professional obligations, performance of the Services, and E&Y may retain, in confidence, copies of tax returns, Advice and other documents prepared by it.
4. E&Y may receive rebates in connection with certain purchases, which are used to reduce charges that E&Y would otherwise pass on to its clients.

March 31, 2008

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Quebecor World (USA) Inc.  
150 East 42<sup>nd</sup> Street  
New York, NY 10034  
Attn: Louise Desjardins  
Senior Vice President-Taxation  
Quebecor World Inc.  
612, rue Saint-Jacques  
4e étage  
Montréal, Québec H3C 4M8

**Statement of Work # 1 – Tax Consultation Re Chapter 11 Filing**

Dear Ms. Desjardins:

This Statement of Work (“SOW”) is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated March 31, 2008 (the “Agreement”) between Quebecor World (USA) Inc. (the “Company” or “Client”) and Ernst & Young LLP (“E&Y”), which was executed in connection with the Company filing a Chapter 11 petition on or around January 29, 2008 with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), and describes certain tax services that E&Y will perform for the Company during the Company’s Chapter 11 bankruptcy. Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined in this SOW have the meanings set forth in the Agreement.

**Engagement Team**

Larry Garrett (Principal) and Anthony Rao (Executive Director) will lead the E&Y team in providing the Services (as defined below). If either of these individuals ceases to provide tax services to the Company pursuant to the Agreement, E&Y will so advise the Company promptly and, if that person is replaced, provide the Company promptly with the name of that professional’s replacement. Other staff and subject matter specialists and/or experts, not identified herein, may be utilized as required to conduct our work in the most efficient manner possible.

**Scope of Services**

E&Y will provide the following services (the “Services”) under this SOW to Client, contingent upon the Bankruptcy Court’s approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW), and as requested by the Client.

~~E&Y will work with appropriate Client personnel in developing an understanding of the tax issues and options related to the Client's Chapter 11 filing, taking into account the Client's specific facts and circumstances, for US Federal and State and Local Income Tax purposes. This analysis may include:~~

- Understanding reorganization and/or restructuring alternatives Client is evaluating with its existing bondholders and other creditors, that may result in a change in the equity, capitalization and/or ownership of the shares of Client or its assets;
- Assisting and advising Client in developing an understanding of the tax implications of its bankruptcy restructuring alternatives and post-bankruptcy operations including, as needed, research and analysis of Internal Revenue Code sections, Treasury regulations, case law and other relevant tax authority and assisting and advising in securing rulings from the Internal Revenue Service or applicable state tax authorities;
- Tax advisory services regarding availability, limitations and preservation of tax attributes, such as net operating losses and alternative minimum tax credits, reduction or deferral of tax costs in connection with stock or asset sales, if any, assistance with tax issues arising in the ordinary course of business while in bankruptcy, such as ongoing assistance with IRS and/or state and local tax examinations, and, as needed, research, discussions and analysis of federal and state and local income and franchise tax issues arising during the bankruptcy period;
- Tax advisory services regarding tax aspects of the bankruptcy process, the validity and amount of bankruptcy tax claims, and tax advisory support in securing tax refunds;
- Analysis of legal and other professional fees incurred during the bankruptcy period for purposes of determining future deductibility of such costs for US Federal, state and local tax purposes;
- Documentation, as appropriate or necessary, of tax analysis, opinions, recommendations, conclusions and correspondence for any proposed restructuring alternative, bankruptcy tax issue or other tax matter described above;
- Advisory services regarding tax analysis and research related to acquisitions and divestitures; and
- Advisory services regarding tax analysis and research related to tax-efficient domestic restructurings.
- Tax Forecast Model

~~E&Y will provide project management customary for an E&Y bankruptcy engagement of a similar scope and nature. In addition, E&Y will provide an estimated project schedule to Client prior to the commencement of any project, which schedule will be subject to modification during the course of the engagement as necessary or appropriate.~~

The Services may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

The Internal Revenue Code and professional standards require that tax advisors advise clients regarding their penalty exposure with respect to the advice they render and the disclosures that may avoid such penalties. The Internal Revenue Code has been amended to increase the disclosures that return preparers are required to include on returns to avoid exposure to penalty. Our tax opinions, memoranda, and similar documents will address disclosures we believe are appropriate to comply with applicable taxpayer and tax advisor/return preparer obligations, including our views as to the level of support for the positions addressed therein in a manner designed to facilitate compliance with tax return disclosure requirements.

#### **Out-Of-Scope Services**

Any activities not described as Services, as indicated above under Scope of Services, are not covered by the fees stated herein. These Services will be considered outside the scope of this SOW ("Out-of-Scope Services") and are the responsibility of Client to perform on a timely basis unless otherwise agreed by the parties in writing.

#### **Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.

Quebecor World (USA), Inc.

~~Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW. The above shall not be construed as limiting in any manner whatsoever the liability of E&Y with respect to the provision of the Services.~~

Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services. The above shall not be construed as limiting in any manner whatsoever the liability of E&Y with respect to the provision of the Services.

In addition, to the extent those SEC audit independence restrictions apply to any relationship between Client and E&Y or any other E&Y Entity, Client represents and warrants to E&Y, on and as of the date hereof, that neither Client nor any of its affiliates has agreed, orally or in writing; with any other tax service provider to limit in any way Client's ability to disclose to any person or entity the tax treatment or tax structure of any transaction that is the subject of the Services. Any such agreement with other tax service providers could impair the independence required of an E&Y Entity providing services to Client and neither E&Y nor any other E&Y Entity shall have any liability or responsibility whatsoever to Client in respect of any such agreement or its consequences.

#### **Fees and Expenses**

The Company shall pay E&Y's fees for the Services, which fees are subject to Bankruptcy Court approval and based on the actual time of E&Y professionals expended in performing the Services as adjusted annually on July 1 during the term of the Agreement. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income). The rates, by level of tax professional in the United States, are as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Executive Director/Principal/Partner	\$750
Senior Manager	\$650
Manager	\$550
Senior	\$420
Staff	\$200 - \$300

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For services provided by EY Canada personnel, our hourly rates will be the following:

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<u>Title</u>	<u>Rate Per Hour</u>
Partner	\$600
Executive Director	\$550
Senior Manager	\$475
Manager	\$375
Senior Tax Staff	\$300
Tax Staff	\$200-275

In addition, Client shall reimburse E&Y for reasonable direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

We will submit an itemized and detailed billing statement in a mutually agreed upon format and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual reasonable expenses related to this SOW, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to our client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

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Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Anthony Rao, at the address indicated above, at your earliest convenience.

Thanks again for your selection of our firm.

Very truly yours,

*Ernst + Young LLP*

AGREED TO BY:

Quebecor World (USA), Inc.

By: \_\_\_\_\_

*JACQUES MALLETTE, CEO, QUEBECOR WORLD INC.,  
EXECUTIVE V.P., QUEBECOR WORLD (USA) INC.*

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March 31, 2008

Quebecor World (USA), Inc.  
150 East 42<sup>nd</sup> Street  
New York, NY 10034  
Attn: Louise Desjardins  
Senior Vice President-Taxation  
Quebecor World Inc.  
612, rue Saint-Jacques  
4e étage  
Montréal, Québec H3C 4M8

**Statement of Work # 2 – Tax Consultation Re Chapter 11 Filing  
Restructuring Assistance**

Dear Ms. Desjardins:

This Statement of Work (“SOW”) is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated March 31, 2008 (the “Agreement”) between Quebecor World (USA), Inc. (the “Company” or “Client”) and Ernst & Young LLP (“E&Y”), which was executed in connection with the Company filing a Chapter 11 petition on or around January 21, 2008 with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), and describes certain tax services that E&Y will perform for the Company during the Company’s Chapter 11 bankruptcy. Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined, in this SOW have the meanings set forth in the Agreement.

**Scope of Services**

E&Y will provide the following services (the “Services”) under this SOW to Client, contingent upon the Bankruptcy Court’s approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW):

E&Y will work with appropriate Client personnel in developing an efficient U.S. entity structure, taking into account the Client’s desire for entity rationalization, tax efficiency, and impact on the Client’s indirect tax obligations. The Company has recently filed a Chapter 11 petition with the United States Bankruptcy Court. As part of its bankruptcy proceedings the Client would like to internally reorganize its domestic entity structure. E&Y will assist the Company in its internal reorganization in two phases.



Quebecor World (USA), Inc.

Phase I will include assistance with the internal reorganization as it relates to the Company's state sales and use tax obligations, minimizing its compliance burden and exposure when feasible. Phase II will include assistance with its internal reorganization as it relates to the Company's overall U.S. state tax obligations, including entity simplification, effective loss utilization, and creating an efficient tax structure. Phase 1 and 2 will include an evaluation of US tax impact, including federal, state income / franchise, payroll, personal property, sales / use, etc.

Specifically, Phase I will include the following services,

#### Design & Analysis

E&Y will assist the Company with the design and analysis related to a proposed sales company structure. Consulting services contemplated under Design & Analysis include,

- Information gathering and interviews with Quebecor personnel
- Structure co-development sessions to flush out business and tax constraints
- Alternative structure analysis
- Preliminary tax research and analysis under various alternatives including:
  - State sales taxes
  - Federal income taxes
  - State income taxes
  - State employment taxes
  - State property taxes
- Limited tax impact modeling
- Determination of included personnel and operations
- Identification of intercompany transactions
- Identification and resolution of operational issues
- Finalize structure options and presentation of recommended structure(s) to the Company for approval
- Implementation project schedule

#### Implementation

E&Y will assist the company in the implementation of the agreed upon structure agreed at the conclusion of the Design & Analysis. Consulting services contemplated under Implementation include assistance with and recommendations related to:

- Development of a detailed implementation step-plan
- Project management
- Legal
  - Board approval
  - Plan of reorganization

- Intercompany agreements or modification to existing agreements
- Capitalization / Distribution (asset transfers) agreements

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- Third party contracts

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- Employment agreements
- Qualification to do business / withdrawal
- o Accounting
  - Transaction flows
  - Management reporting
  - Tax reporting information
- o Tax
  - Technical memorandum on State sales tax treatment of structure
  - Consultation on federal income tax impact and state income tax impact
  - Indirect tax consulting (e.g., employment tax, property tax)
  - Tax withdrawals & account closures
  - Tax registrations
- o Human Resources
  - Notification
  - Employee benefit coverage
  - Corporate identity
- o Payroll
  - Registrations & account changes
  - Employee transfers
  - Payroll IT changes
- o Other
  - MIS
  - Treasury
  - Operations

Phase II assistance with an internal reorganization as it relates to the Company's overall U.S. state tax obligations, including entity simplification, effective loss utilization, and building a tax efficient structure, will begin at the conclusion of Phase I. Consulting services contemplated in Phase II are similar to the services mentioned above.

E&Y will provide project management customary for an E&Y bankruptcy engagement of a similar scope and nature. In addition, E&Y will provide an estimated project schedule to Client prior to the commencement of any project, which schedule will be subject to modification during the course of the engagement as necessary or appropriate.

The Services may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

~~The Internal Revenue Code and professional standards require that tax advisors advise clients regarding their penalty exposure with respect to the advice they render and the disclosures that may avoid such penalties. The Internal Revenue Code has been amended to increase the~~

disclosures that return preparers are required to include on returns to avoid exposure to penalty. Our tax opinions, memoranda, and similar documents will address disclosures we believe are appropriate to comply with applicable taxpayer and tax advisor/return preparer obligations, including our views as to the level of support for the positions addressed therein in a manner designed to facilitate compliance with tax return disclosure requirements.

### **Out-Of-Scope Services**

Any activities not described as Services, as indicated above under Scope of Services, are not covered by the fees stated herein. These Services will be considered outside the scope of this SOW ("Out-of-Scope Services") and are the responsibility of Client to perform on a timely basis unless otherwise agreed by the parties in writing.

### **Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.

Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW. The above shall not be construed as limiting in any manner whatsoever the liability of E&Y with respect to the provision of the Services.

Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services. The above shall not be construed as limiting in any manner whatsoever the liability of E&Y with respect to the provision of the Services.

**Fees and Expenses**

~~The Company shall pay E&Y's fees for the Services, which fees are subject to Bankruptcy Court approval and based on the actual time of E&Y professionals expended in performing the Services as adjusted annually on July 1 during the term of the Agreement. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses. The rates, by level of tax professional in the United States, are as follows:~~

<u>Title</u>	<u>Rate Per Hour</u>
Executive Director/Principal/Partner	\$750
Senior Manager	\$650
Manager	\$550
Senior	\$420
Staff	\$200 - \$300

For services provided by EY Canada personnel, our hourly rates will be the following:

<u>Title</u>	<u>Rate Per Hour</u>
Partner	\$600
Executive Director	\$550
Senior Manager	\$475
Manager	\$375
Senior Tax Staff	\$300
Tax Staff	\$200-275

Based on the above scope of services of Phase 1, we estimate E&Y fees of \$350,000 to \$425,000. Upon request of the Company, the Phase 1 scope can be expanded to include more detailed state sales tax modeling, as well as the preparation of a technical memorandum on the state and federal income tax impact of the reorganization. We estimate the additional E&Y fees for this increased scope will be approximately \$100,000. Based on the uncertain nature of implementation plan for Phase 2, an estimate of fees for this phase will be provided at the conclusion of Phase 1. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income).

In addition, Client shall reimburse E&Y for reasonable direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

Quebecor World (USA), Inc.

We will submit an itemized and detailed billing statement in a mutually agreed upon format and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual reasonable expenses related to this SOW, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to our client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Anthony Rao, at the above address, at your earliest convenience.

Thanks again for your selection of our firm.

Very truly yours,

*Ernst + Young LLP*

AGREED TO BY:

Quebecor World (USA), Inc.

By: \_\_\_\_\_

*JACQUES HALLETTE, CEO, QUEBECOR WORLD INC.*

*EXECUTIVE V.P., QUEBECOR WORLD (USA) INC.*

April 1, 2008

Quebecor World (USA) Inc.  
150 East 42<sup>nd</sup> Street  
New York, NY 10034  
Attn: Ms. Louise Desjardins  
Senior Vice President – Taxation  
Quebecor World Inc.  
612, rue Saint-Jacques  
4e étage  
Montréal, Quebec Canada H3C 4M8

**Statement of Work – U.S. Loan Staff**

Dear Ms. Desjardins:

This Statement of Work (“SOW”) is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated March 31, 2008 (the “Agreement”) between Quebecor World (USA) Inc. (the “Company” or “Client”) and Ernst & Young LLP (“E&Y”), which was executed in connection with the Company filing a Chapter 11 petition on or around January 21, 2008 with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), and describes certain services that E&Y will perform for the Company during its Chapter 11 bankruptcy process. Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined in this SOW have the meanings set forth in the Agreement.

**Scope of Services**

Contingent upon Bankruptcy Court approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW), E&Y will assign staff (“Assigned Staff”) to support the activities of the Company’s employees in connection with the Project (as described below) on a “loaned staff” basis. Accordingly, the Company will designate a management-level employee to be responsible for providing general directions to, and supervising the work of, the Assigned Staff in connection with the Project (the “Services”). In providing the Services, the Assigned Staff will not perform any management functions or undertake any managerial responsibilities for the Company, including (without limitation) establishing and maintaining an effective internal control system, record keeping, supervising Company personnel or making decisions on behalf of the Company. Documents and other work

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product produced by the Assigned Staff in connection with the Services will constitute the internal work product of the Company, and the Company shall not reference E&Y (including, without limitation, by using E&Y's name or the names of any global E&Y-associated firm) in any way with respect to such work product. Given the loaned staff nature of the Services, E&Y will not subject the work product to its normal practices of partner level review and quality control, and E&Y assumes no responsibility with respect to the final work product. It shall be the Company's responsibility to determine whether the work of the Assigned Staff is sufficient and appropriate for the Company's needs and the Company agrees to assume sole responsibility for the work product. To the extent, that any of the Assigned Staff signs or initials any work product (including, without limitation, work papers), it will be deemed to be for identification purposes only.

Upon the Company's request, and with E&Y's consent, E&Y will assign the following levels of Assigned Staff, contingent upon the Bankruptcy Court's approval of our retention, to assist Client in completing ministerial and administrative tasks relating to the preparation of the Company's quarterly and/or annual income tax provision, its U.S. restructuring, and Internal Revenue Service ("IRS") and state and local income tax authority audits (the "Project"):

Experience Level

Staff

Senior

Manager

No E&Y personnel working as Assigned Staff may be scheduled in any calendar week to perform the Services for more than 45 hours.

Assigned Staff shall not prepare or review tax returns. The tasks to be performed by the Assigned Staff shall be determined by Client's manager in charge of the Project and will include the following types of activities:

- Assist the client with the preparation of its quarterly and/or annual income tax provision,
- Assist the client with tasks and computations related to its US restructuring, and
- Assist the client with the IRS and state and local taxing authority income tax audits, including responding to information document requests.

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The Services performed by the Assigned Staff during this engagement are to be administrative and/or ministerial in nature and will not involve providing any tax advice, determinations as to tax return positions or penalty exposure, or reviewing the work of or instructing individuals who are not employees of E&Y. The Services will not be comprehensive enough for E&Y or the Assigned Staff to be considered the "income tax return preparer" of any tax returns, and, thus, no E&Y professional will sign any tax returns as the preparer.

The Services performed by the Assigned Staff will not be reviewed by any other E&Y tax professional. Client assumes responsibility for reviewing the work of the Assigned Staff.

E&Y will retain copies of all working papers prepared by the Assigned Staff.

#### **Other Matters**

E&Y, in furnishing the Services to Client, is acting only as an independent contractor. Assigned Staff will be deemed employees of E&Y and will not for any purpose be considered employees or agents of Client. Except as may otherwise be provided herein, each party shall be solely responsible for the direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability benefits and the like.

Client shall defend and indemnify E&Y and hold it harmless from any loss, claim, damages or expenses resulting from any action brought or claim made by any person claiming a violation of discrimination or sexual harassment laws or regulations if such violation or alleged violation is related to an act or omission of Client, its employees or representatives.

During the term of the Services, and for a period of 12 months following the expiration or termination of this engagement, Client shall not, without first consulting with and receiving approval from E&Y, solicit employment of or employ any Assigned Staff without E&Y's prior written consent.

#### **Client Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.

Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW.



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Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services.

### Fees

The Company shall pay E&Y's fees, which are subject to Bankruptcy court approval and based on the time that E&Y professionals expend in performing them, billed at the rate of \$250 per hour for a Manager, \$150 per hour for a Senior and \$120 per hour for a Staff. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income).

In addition, Client shall reimburse E&Y for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement. Expenses that pertain to routine local travel (commuting, etc) and administrative expenses, shall not be billed.

We will submit an itemized and detailed billing statement in a mutually agreed upon format and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual reasonable expenses related to this SOW, as well as fees for any time (including any time or reasonable expense of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to Client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

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### Other Terms and Conditions

In connection with the performance of the Services, E&Y may utilize, and may, subject to additional terms and conditions, including license agreements, to be agreed by the parties, permit authorized representatives of Client to utilize, certain software and collaborative tools, including

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e-room (collectively, the "Engagement Tools"). In no event shall Client copy or modify, or permit others to copy or modify, any Engagement Tools, nor shall it decompile, reverse engineer, or in any way derive any source code from, or create any derivative work of, any Engagement Tools.

THE ENGAGEMENT TOOLS ARE PROVIDED "AS IS," AND NEITHER E&Y NOR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ANY ENGAGEMENT TOOL MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ENGAGEMENT TOOL OR TITLE THERETO, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY THAT THE OPERATION OF ANY ENGAGEMENT TOOL WILL BE UNINTERRUPTED, ERROR FREE OR THAT IT WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE USED BY CLIENT. E&Y MAKES NO COMMITMENT TO SUPPORT, MAINTAIN OR UPGRADE ANY ENGAGEMENT TOOL. CLIENT ASSUMES SOLE RESPONSIBILITY FOR ITS USE OF, AND RESULTS OBTAINED FROM, ANY ENGAGEMENT TOOL.

To the extent that Client or Client's authorized representatives are permitted to use any Engagement Tool, Client acknowledges and agrees that such use is not a substitute for any documentation or system of records created or maintained pursuant to law, including, without limitation, Internal Revenue Code Section 6001. Client shall be solely responsible for maintaining separate copies of any documentation it inputs into any Engagement Tool.

Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Ellen Berger, at the address indicated above, at your earliest convenience.

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Thanks again for your selection of our firm.

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Very truly yours,

*Ernst & Young LLP*

AGREED TO BY:

Quebecor World (USA), Inc.

By: \_\_\_\_\_

JACQUES MALLETTE, PRESIDENT & CEO QUEBECOR WORLD INC.  
EXECUTIVE V.P., QUEBECOR WORLD (USA) INC.