



UNITED GROUP

General terms and conditions

FOR PURCHASES OF GOODS AND SERVICES ("GTC")

GENERAL PURPOSE

These GTC are applied in the supply of the Goods and Services by the Supplier to the companies of UNITED GROUP. These GTC form an integral part of the Purchase order and supersede all preceding statements, arrangements and other communication (safe for preceding contracts agreed in Written form) between the Parties. The GTC, as each time in force, shall also apply to any other future Purchase orders accepted by the Supplier, even if the GTC are not attached to those Purchase orders.

These GTC shall apply in the supply of the Goods and Services, even if they aren't attached to the Purchase order. Any amendments or deviations from these GTC must be agreed by the Parties in Written Form (as defined below).

In case of any discrepancy or conflict between the GTC and the Purchase order, the Purchase order has precedence. If the Parties execute another agreement in Written Form, the latter has precedence over these GTC and the Purchase order.

1. DEFINITIONS

In the GTC, the below listed expressions have the following meanings:

"Agreement" means the specific contract and/or a confirmed/accepted Purchase order or the like regarding the supply of the Goods and/or Services and entered between the Supplier and a UNITED GROUP COMPANY (including all appendices, agreed amendments and additions to such Agreement). If no specific contract is signed in Written Form, it is deemed that an Agreement is reached with Supplier's acceptance of UNITED GROUP COMPANY's Purchase order or the acceptance of these GTC, whichever is earlier. Regardless of how the Agreement was reached, the Agreement shall be arranged and governed by these GTC unless explicitly excluded or agreed otherwise. If specific contract or Purchase order refer to Supplier's offer or other communication between the Parties as being integral part or ground of the Agreement, such documents and agreements shall apply to the extent they are not in discrepancy or conflict with the specific contract, if any, and/or the Purchase order. Supplier's general terms or rules for the sale of the Goods or Services, if any, shall not apply to the Agreement unless explicitly referred to in the Purchase order or agreed in a specific contract. For avoidance of doubt, any references to such terms and/or rules in Supplier's offer or other communication between the Parties, shall not apply, unless the UNITED GROUP COMPANY refers to or confirms them explicitly in the Purchase order or the specific contract.

"Agreement Date" means the date, on which the Agreement becomes effective and binding for the Parties, namely, the earlier of the following two dates: the date of UNITED GROUP COMPANY's receipt of Supplier's statement of acceptance of the Purchase order, within the meaning of Article 3.4. below, or

Supplier's acceptance of these GTC, if earlier than the acceptance of the Purchase order.

"Acceptance" means a statement by the UNITED GROUP COMPANY on the acceptance of the Goods and/or the Services, issued upon, if applicable, successful completion of acceptance tests officially recognised by an Acceptance Record.

"Acceptance Date" means the date the Acceptance Record is signed by UNITED GROUP COMPANY.

"Acceptance Record" means the document, containing the statement by the UNITED GROUP COMPANY on the acceptance of the Goods or the Services, issued upon, if applicable, successful completion of acceptance tests.

"Acceptance Tests" are the tests to confirm the compliance of the Goods and/or Services with the Agreement, to be performed by the Supplier at its cost and in the attendance of the UNITED GROUP COMPANY unless UNITED GROUP COMPANY waives that right. The acceptance tests' scope and parameters, and the procedures for their performance, are an integral part of the Agreement and, if these have not been arranged before the Agreement Date, they become an integral part of the Agreement upon their acceptance by the UNITED GROUP COMPANY.

"Business Hours" means the time between 09.00 and 17.00 local time for the UNITED GROUP COMPANY on a Business Day.

"Business Day" means every day, except Saturday, Sunday, national or official holidays in the country of registration of the UNITED GROUP COMPANY.



UNITED GROUP

“Data Protection Acts” means General Data Protection Regulation 2016/679 (“GDPR”) and other applicable laws or regulations, which may be amended from time to time.

“Delivery Term” is the term within which the Supplier has to deliver the Goods and/or provide the Services.

“Goods” are all goods, licenses and materials, including respective media, documentation and others, as defined in the Agreement, or incorporated by reference to Supplier’s product catalogue, Service catalogue or pricelist, published on a web site, indicated by the Supplier.

“Goods Delivery Location” or **“Service Location”** are the respective UNITED GROUP COMPANY-defined locations, where the Supplier has to deliver the Goods and/or perform the Services, identified in the Agreement. Unless agreed otherwise, the delivery terms indicate the DDP Goods Delivery Location, according to INCOTERMS 2020.

“Intellectual Property Rights” are any copyright and related rights, as well as any industrial property rights, belonging to the Parties, or to third parties, including, but not limited to computer software, software products, works of literature, art and science, produced as a result of creative activities and expressed in any way and objective form, as well as any patents, trademarks, services, design rights, know-how and other similar rights or obligations, regardless of whether they are subject to registration, in any country.

“Purchase order” is UNITED GROUP COMPANY’s purchase document, with form and details set by UNITED GROUP COMPANY, defining the type and quantity of the Goods and Services being purchased, along with their price, delivery terms and all other contract requisites, including these GTC, that UNITED GROUP COMPANY finds appropriate.

“Parties” shall mean the Supplier and the UNITED GROUP COMPANY purchasing the Goods and/or the Services jointly, and a **“Party”** shall mean either of them.

“Personal Data” means information, defined as such in GDPR, or any information, which is considered personal under any applicable personal information-related law or regulation.

“Price” is the total amount for the Goods and/or Services, and/or their respective unit prices, indicated in the Purchase order. The price includes all Supplier’s costs and expenses, such as packaging, handling, shipping, transportation, insurance, personnel fees, according to the delivery terms, to the Goods Delivery Location or the Service Location, any Professional Liability insurances, as well as any licence fees and royalties, software upgrades and updates, if any. No other costs may be charged to the UNITED GROUP COMPANY unless otherwise

specifically set out in the Agreement. Unless otherwise agreed in writing, the Price shall be fixed for the entire term of the Agreement and shall not be subject to any revision.

“Services” are all services (if any), defined in the Agreement, including support, maintenance and training. **Whatever is later stated in these GTC regarding Goods shall in relevant part apply to the Services.**

“Specification” are UNITED GROUP COMPANY’s technical requirements, plans, drawings, data, catalogues, and any other technical information, related to the Goods and/or Services, which, upon Supplier’s acceptance of the Purchase order, become an integral part of the Agreement.

“Standards” are the functionality, safety, and technical standards for the Goods and/or the Services, to which the Specification applies.

“Supplier” is the person, to whom the Purchase order is sent, a Party to the Agreement.

“United Group” means UNITED GROUP MC B.V., company existing under the laws of the Netherlands, VAT Nr.: NL 856071237B01, having its registered office at Spicalaan 41, 2132 JG, Hoofddorp, the Netherlands (**“UG BV”**) (<https://united.group>) and all of its affiliated United Group Companies. Together those companies represent a leading multi-play telecoms and media provider in South East Europe, providing customers with a full range of telecommunications services.

“United Group Company” means a company, registered within Europe, that directly or indirectly controls, is controlled by or is under common control with UG BV.

“Written Form” is any of the following forms of expression of the Parties’ statements (including executing and amending the Agreement): (i) on paper signed by the authorized representatives of the Parties, (ii) by e-mail exchanged by the e-mail accounts explicitly provided as contact details to the other Party, (iii) electronic documents bearing an advanced or qualified electronic signatures or (v) any other electronic communication that the Parties have agreed in Written form to consider binding in relation to the Agreement.

2. SCOPE

- 2.1. The Supplier shall sell, and the UNITED GROUP COMPANY shall buy the Goods and Services in accordance with the terms and conditions of the Agreement.
- 2.2. Unless otherwise was explicitly agreed in writing, no exclusivity or similar rights of any kind are granted to the Supplier and the UNITED GROUP COMPANY is entitled to purchase goods from other vendors at its sole discretion.



UNITED GROUP

3. PURCHASES AND PURCHASE ORDERS

- 3.1. The purchase and the delivery of the Goods is based on individual Purchase orders, which the UNITED GROUP COMPANY, at its own discretion and considering its own needs and demand, assigns to the Supplier.
- 3.2. With its Purchase order, UNITED GROUP COMPANY makes a proposal to the Supplier for the execution of an Agreement.
- 3.3. The Supplier has to accept or decline the Purchase order in Written Form, within 3 (three) Business Days unless a longer deadline is explicitly specified in the Agreement. If within this time limit the Supplier does not make any statement or declines the Purchase order, the Purchase order is considered cancelled.
- 3.4. The Purchase order is accepted by the Supplier with an express statement on its acceptance in Written Form. The Purchase order (including these GTC) becomes effective and binding for the Parties as of UNITED GROUP COMPANY's receipt of Supplier's statement on its acceptance.
- 3.5. In case Supplier fails to accept the Purchase order as per previous article 3.4, but delivers the Goods, it is at UNITED GROUP COMPANY's sole discretion whether to accept such delivery. If UNITED GROUP COMPANY accepts the delivery, it is deemed that the Supplier has accepted the Purchase order and an Agreement was concluded at the date the Supplier received the Purchase order.
- 3.6. The UNITED GROUP COMPANY is entitled to amend and/or withdraw the Purchase order, both within the time limit under Article 3.3., and within 5 (five) Business Days after its acceptance unless a longer deadline is explicitly specified in the Agreement. For the acceptance of the amended Purchase order, the rules of acceptance of the Purchase order under Article 3.3. apply. For any amendments or withdrawals, made under this Article, the UNITED GROUP COMPANY is not liable to the Supplier for any damages, caused by the Purchase order's amendment or withdrawal. Any withdrawals or terminations of Purchase orders, after the time limit, agreed in this Article, will be governed by the rules of Article 13 of the GTC.

4. DELIVERY OF GOODS AND SERVICES. ACCEPTANCE

- 4.1. Unless agreed otherwise in Written Form, the Supplier shall deliver the Goods to the Goods Delivery Location and/or perform the Services at the Service Location, within Business Hours.
- 4.2. Unless agreed otherwise in Written Form, the Supplier shall deliver the Goods within the Delivery Term. If there is a specific delivery date agreed, the Goods must be delivered exactly then.
- 4.3. The Supplier has to package, label and secure the Goods, at its own expense, for the time in transit to the Delivery Location, as well as for the time of their storage before their Acceptance. The Supplier shall adhere to all regulatory requirements of the applicable legislation on the packaging, labelling and delivery of the Goods. The indication of a customs agent does not relieve the Supplier of its obligations

to deliver the Goods to the Goods Delivery Location or from any other obligations, related to the delivery and/or arising from the Delivery terms under the DDP rule of Incoterms 2020.

- 4.4. The UNITED GROUP COMPANY is entitled to decline any partial delivery, unless provided for otherwise in Written Form.
- 4.5. If the UNITED GROUP COMPANY is unable to accept the delivery for any reason, the Supplier has to store the Goods, to guarantee their security, insure them and take any necessary steps to protect them from damage until the time of delivery, and the UNITED GROUP COMPANY will reimburse the Supplier for the respective costs (including insurance), incurred by the Supplier, if such amount is preapproved by the UNITED GROUP COMPANY. Notwithstanding any advance approval by the UNITED GROUP COMPANY, the Supplier shall document proof of such costs.
- 4.6. For the delivery of the Goods to the Goods Delivery Location, a handover record on the number of delivered packages with Goods and on the condition of their packaging is created and signed. After the Services have been provided, the Parties create and sign a handover record. The signing of the handover record is neither a statement by the UNITED GROUP COMPANY for Acceptance of the Goods, nor a statement that the delivered Goods are in good condition, with the required quantity and quality.
- 4.7. Acceptance of the Goods: For the Acceptance of the Goods, the Parties conduct tests, according to the Acceptance Tests. The purpose of the Acceptance Tests is to establish, confirm and verify whether the Goods comply with the Agreement and the Standards. The Acceptance of the Goods by the UNITED GROUP COMPANY does not relieve the Supplier of its responsibility for any hidden defects or any defects and faults, shown upon usage of the Goods. The UNITED GROUP COMPANY may decline the Acceptance of any Goods, which are not in compliance with the Agreement. If the Acceptance Tests show that the Goods, or any part thereof, are defective or missing, or not in compliance with the Specifications and Standards, apart from any default payment to the benefit of the UNITED GROUP COMPANY, the Supplier must immediately rectify the defect or fault, after which, the Acceptance tests, or any part thereof agreed by the Parties, must be repeated within a reasonable period of time, up to a maximum of 2 (two) such repeated tests.
- 4.8. If the Services are to be performed within UNITED GROUP COMPANY's premises, Supplier and Supplier's employees shall adhere to all access, health and safety, fire and emergency safety, and other security policies provided by UNITED GROUP COMPANY.
- 4.9. The Supplier shall adhere to the internal order and hygiene at the sites of the UNITED GROUP COMPANY. The Supplier shall, using own means and at its own cost, remove from the site of the UNITED GROUP COMPANY, any waste, generated during installation or repair and properly dispose of such waste as per applicable provisions.



UNITED GROUP

- 4.10. The Supplier shall observe and adhere to the UNITED GROUP COMPANY site access procedures and rules. The UNITED GROUP COMPANY may decline access to any Supplier employees not observing said rules.

5. TITLE AND RISK

- 5.1. The Goods' title and risk of destruction or damage is transferred to the UNITED GROUP COMPANY on the Acceptance date.
- 5.2. There is no limitation on UNITED GROUP COMPANY right to resell, distribute, use, lease or exploit the purchased Goods.

6. PRICES AND PAYMENTS

- 6.1. Upon acceptance of the Goods the UNITED GROUP COMPANY shall pay the Price to the Supplier against an invoice. Unless otherwise agreed in Written Form, payments shall be made, subject to the respective Acceptance Record, within 60 (sixty) days of the date that UNITED GROUP COMPANY receives the invoice.
- 6.2. The UNITED GROUP COMPANY reserves the right to offset with the Price any amounts, payable by the Supplier to the UNITED GROUP COMPANY.
- 6.3. Unless agreed otherwise, each invoice of the Supplier should contain all information required by applicable law and at least UNITED GROUP COMPANY's Purchase order number, a description of the Goods and/or Services, unit prices, the total price of the Goods without VAT and the applicable VAT. UNITED GROUP COMPANY may decline payment and return invoices, not containing any of the above details.
- 6.4. Any payment to the Supplier without Acceptance Record does not imply Acceptance by the UNITED GROUP COMPANY.
- 6.5. In case the Purchase orders are placed in foreign currency, and the payments are made in local currency, the Buy exchange rate, posted by the UNITED GROUP COMPANY domicile national central bank or its equivalent, for the payment date, shall apply, unless expressly agreed in the Purchase order or an annex that the exchange rate for the invoice issue date shall apply.
- 6.6. Unless agreed otherwise, each Party shall be responsible for other taxes, customs duties, dues and levies related to the Agreement, which may be payable in the Party's country of residence.
- 6.7. If any portion of the price of the Goods or of other amount to be paid by the Supplier to UNITED GROUP COMPANY is subject to any withholding tax, the UNITED GROUP COMPANY shall pay such tax to the competent tax authorities, whereupon the UNITED GROUP COMPANY shall be entitled to deduct the amount of such tax from any amounts due to the Supplier. In these cases, UNITED GROUP COMPANY agrees:
- (i) upon Supplier's request, to assist the Supplier to obtain documents from the respective authorities on any taxes and fees, paid in UNITED GROUP COMPANY domicile, so

that such payments will be recognised in the Supplier's domicile;

- (ii) In the cases, when the UNITED GROUP COMPANY domicile, is party to a double-taxation avoidance agreement with the Supplier's domicile, and upon Supplier's request, to assist to obtain approval from the respective authorities in the UNITED GROUP COMPANY domicile, to apply the more favourable tax regime.
- UNITED GROUP COMPANY's assistance under this Article is not linked to any guaranteed outcome of such assistance and will be provided under the condition that all documents and information, related to the above taxation, as well as any other, which may be requested by the respective authorities, have been presented by the Supplier in time.
- 6.8. In case UNITED GROUP COMPANY does not pay due amounts within initially agreed period, there is a grace period of 15 days, after which the UNITED GROUP COMPANY shall pay the Supplier a late charge in the amount of the statutory or similar interest provided by imperative norms, as applicable in UNITED GROUP COMPANY domicile, per day. This is the sole remedy for such delay.

7. INTELLECTUAL PROPERTY RIGHTS. SOFTWARE PROGRAMME USE RIGHTS

- 7.1. All Intellectual Property Rights to the documents, data and materials (e. g. plans, drawings, technical documents, software) made available by the UNITED GROUP COMPANY to the Supplier for the supply of the Goods shall remain the property of the UNITED GROUP COMPANY. All such documents, data, materials, and results created in the performance of the Agreement shall vest in UNITED GROUP COMPANY.
- 7.2. The Supplier declares and guarantees, that the sale or use of the Goods do not violate any Intellectual Property Right of any third parties.
- 7.3. For any Purchase orders for the delivery of software products or Goods with embedded software products, the Supplier shall provide to the benefit of the UNITED GROUP COMPANY in full volume, without any time restrictions and without any obligation to pay any royalties, the right to use such products for their intended purpose and with the UNITED GROUP COMPANY's desired functionalities.
- 7.4. If the Supplier does not hold the rights in the software products, and is not authorised to sub-licence, or does not hold all the rights to transfer the use of the software products, the Supplier shall ensure, including through arrangements with the respective third parties holding the Intellectual Property Rights, the transfer of rights under Article 7.3. to the benefit of the UNITED GROUP COMPANY, without any payment additional to the Price.
- 7.5. If the end users of the software products are the customers of the UNITED GROUP COMPANY, the Supplier shall transfer to the UNITED GROUP COMPANY all rights to licence its end users, pursuant to a sub-licence, or shall ensure direct licencing for the end users on behalf of the holder of the rights in the software products.



UNITED GROUP

8. WARRANTIES. WARRANTY RESPONSIBILITY AND WARRANTY SERVICE

- 8.1. The Supplier declares and guarantees, that the Goods:
- (i) are of good quality and fit for their intended purpose, including any purpose, indicated by the UNITED GROUP COMPANY;
 - (ii) are without any defects in terms of design, materials, and workmanship;
 - (iii) are following the Standards and Specifications;
 - (iv) are following the legal rules and requirements regarding the sales of Goods;
 - (v) are manufactured with proper care and skill;
 - (vi) the Goods are not encumbered with any restrictions or third-party rights over the Goods.
- 8.2. The Supplier declares and guarantees, that: (i) it will perform the Services with good quality, proper care, due diligence and skills; (ii) it will provide proper, qualified and experienced personnel, with any and all required authorisations or certifications, to perform the Services; (iii) it will perform the Services effectively and on time; and (iv) it will observe the requirements of the UNITED GROUP COMPANY.
- 8.3. If any of the Goods are not delivered in compliance with the Agreement, then the UNITED GROUP COMPANY may, notwithstanding any other rights under the Agreement or the applicable legal framework in the UNITED GROUP COMPANY's domicile:
- (i) require the Supplier to immediately repair the Goods or deliver other such Goods, within a reasonable period of time, set by the UNITED GROUP COMPANY; or
 - (ii) cancel the Purchase order or any part thereof and require the Supplier to return any amounts, paid by the UNITED GROUP COMPANY for any Goods, which are not in compliance with the Agreement.
- 8.4. Unless another, longer period is agreed, the warranty period of the design, construction and quality of the Goods is 24 months (warranty period) and starts on the Acceptance date. However, the warranty period of the Goods delivered to be stored by the UNITED GROUP COMPANY will start when such Goods are taken into operation and at the latest after six (6) months' storing period. Within the warranty period and without any additional payment by the UNITED GROUP COMPANY, the Supplier shall (a) repair or replace any part of the Goods, which has become faulty or defective, or perform again the Services, which have not been provided properly or with a deliverable not compliant with the quality requirements, and (b) deliver all available upgrades and updates of any software programmes and applications within the subject of the Agreement. Unless agreed otherwise, the UNITED GROUP COMPANY sends the Goods to the Supplier at the latter's expense, and the Supplier has to deliver the repaired or replacement ones to an end point, indicated by the UNITED GROUP COMPANY, at its own expense. If the Goods are replaced with new once, the latter shall have a new guarantee period of 24 months.

- 8.5. If applicable laws, including UNITED GROUP COMPANY's domicile laws, provide greater protection and/or right to UNITED GROUP COMPANY than the one listed in this section 8, the Supplier declares and represents it will adhere and deliver as the law provides for.

9. SPARE PARTS

The Supplier must maintain stocks of spare parts for the Goods, for a period of at least 5 (five) years after the Acceptance date, and in the cases, when the Goods or spare parts become obsolete, the Supplier must notify the UNITED GROUP COMPANY thereon, at least 6 months in advance, in Written Form.

10. LIABILITY

- 10.1. The Supplier shall reimburse the UNITED GROUP COMPANY in full for any liabilities, losses, damages, and costs, arising directly or indirectly, or borne by the UNITED GROUP COMPANY due to Supplier's breach of Agreement, including the representations and warranties that the Supplier has made, including indicatively:
- (i) any damage to UNITED GROUP COMPANY's property and any claims for losses or damages by third parties, caused by any failure by the Supplier or any omissions of its employees, subcontractors, or agents, occurring over the course of execution of the Purchase order;
 - (ii) cases, when the Goods do not have the required quality and are not fit for the purpose, for which they have been purchased, or for other purposes, indicated by the UNITED GROUP COMPANY;
 - (iii) any claims for any violation of Intellectual Property Rights, arising from the sale or use of the Goods.
- 10.2. If the Supplier fails to deliver the Goods or any part thereof at the agreed time, the UNITED GROUP COMPANY is entitled to receive from Supplier, notwithstanding any other remedy available under the Agreement, a default payment, as follows:
- (i) for the first ten days of delay: an amount, equal to 0.1% (zero point one per cent) of the Price of the delayed Goods for each day in default;
 - (ii) if the delay continues for more than 10 (ten) days: an amount of 0.2% (zero point two per cent) of the Price of delayed Goods for each day in default after the first 10 days.
- 10.3. If the Supplier fails to deliver the Goods within a reasonable time after having received a written notice from the UNITED GROUP COMPANY, the latter is entitled to purchase the delayed Goods from a third party and the Supplier shall compensate all additional costs due to this purchase.
- 10.4. For delays in the warranty services, upon failure to keep the agreed time limit to clear any faults, the Supplier shall owe a default payment in the amount of 0.1% (zero point one per cent) of (i) the quarterly support fee under the Agreement, if applicable, or (ii) the Price of the defaulted Goods, for each day or hour (depending on the support level agreed) delay.



UNITED GROUP

- 10.5. If the actual costs and damage incurred by the UNITED GROUP COMPANY due to the delay of the Supplier exceed the amount of the default payments, the UNITED GROUP COMPANY shall have the right to claim damages from the Supplier for such exceeding costs or damage.
- 10.6. Notwithstanding all previously stated, Supplier will indemnify and hold harmless UNITED GROUP COMPANY (including its officers, directors, partners, owners, shareholders, employees and agents) from and against any and all expenses as well as claims, suits, liabilities, judgements and damages due to Supplier's breach of any of its obligations, representations or warranties set out in the Agreement. These expenses will include reasonable attorneys' fees and costs of legal action.

11. PERFORMANCE GUARANTEES. INSURANCE

- 11.1. UNITED GROUP COMPANY has the right to request a performance guarantee, in a form of bank guarantee, promissory notes, bills of exchange or similar, as applicable in UNITED GROUP COMPANY's domicile.
- 11.2. If requested by the UNITED GROUP COMPANY, the Supplier shall open, to the benefit of the UNITED GROUP COMPANY an irrevocable and unconditional bank guarantee, payable upon first written request by the UNITED GROUP COMPANY, as follows:
- (i) within 10 (ten) Business Days of the Agreement Date, an original bank guarantee shall be submitted by the Supplier to the UNITED GROUP COMPANY with the following details: (ii) amount: 10% of the Price of the Purchase order; (iii) validity period: 1 (one) month after the expiration of the warranty period under the respective Purchase order; Any bank fees and expenses, associated with the guarantee's issuance and service, are borne by the Supplier.
- 11.3. Within 10 (ten) Business Days after the Agreement Date, if requested by UNITED GROUP COMPANY, the Supplier shall present to the UNITED GROUP COMPANY an original for a Professional Liability insurance, issued to the benefit of the UNITED GROUP COMPANY, covering all risks involved in the performance of the Services and with terms, as required or endorsed in advance by the UNITED GROUP COMPANY.

12. CONFIDENTIALITY

- 12.1. All information, contained in the Agreement, or created in the (relation to the) performance of the Agreement, as well as in all communications between the Parties, is confidential in nature and may not be disseminated or disclosed to any third parties without the prior written consent of the other Party to the Agreement.
- 12.2. Each Party, receiving confidential information of the other Party, shall keep such information secret and use the same measures for its protection as it uses to protect its own confidential information, and shall also take all reasonable precautions to avoid any unauthorised disclosure.

- 12.3. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors at a need-to-know basis and shall ensure that such employees, agents, or subcontractors comply with the provisions of this Article.
- 12.4. Each Party to the Agreement indemnifies the other Party for any losses, caused by such unauthorised disclosure.
- 12.5. Upon termination of the Agreement, at the request of the UNITED GROUP COMPANY, all copies of the confidential information kept by the Supplier shall be promptly, and at the latest within five (5) days, be returned, erased or destroyed (at the UNITED GROUP COMPANY's discretion) and all notes, translations, documents or other information in any form, to the extent incorporating confidential information, in the possession of the Supplier will be destroyed or erased.

13. TERM OF AGREEMENT. TERMINATION

- 13.1. The term of the Agreement is set forth in the specific contract or if no such contract is executed, in the Purchase order. If no term is set forth, it is considered that the Purchase order is one off assignment, and the Agreement shall expire upon the performance of all obligation of both Parties .
- 13.2. The UNITED GROUP COMPANY may cancel any Purchase order, fully or partially:
- (i) if the Supplier fails to deliver the Goods within the Delivery Term or to the Goods Delivery Location;
 - (ii) if the Supplier delivers any Goods, which are not in compliance with the Agreement;
 - (iii) if the Supplier fails to perform or violates any other obligation under the Agreement.
- 13.3. In the above cases, unless agreed that delivery must be performed strictly on time, the UNITED GROUP COMPANY may cancel the Purchase order, by giving the Supplier an additional time limit to perform with a notice that, upon expiration of the time limit, the Purchase order will be considered cancelled. In the cases under Article 13.2. (i) and (ii), if agreed that the delivery must be performed strictly at the agreed time, the UNITED GROUP COMPANY may cancel the Purchase order immediately, without giving the Supplier any additional time limit for performance.
- 13.4. Any cancellation of a Purchase order results only in termination of the Agreement, related to the cancelled Purchase order.
- 13.5. Upon cancellation of a Purchase order or part thereof, the UNITED GROUP COMPANY is entitled to:
- (i) return to the Supplier, at the latter's responsibility and expense, any Goods which have already been delivered, and have the Supplier reimburse the amounts, which have already been paid by the UNITED GROUP COMPANY for any such Goods, if any; and
 - (ii) have the Supplier reimburse the amounts for any other additional expenses, incurred by the UNITED GROUP COMPANY for the acquisition of any other Goods to replace the improperly delivered Goods, as well as to



UNITED GROUP

(iii) receive from the Supplier any default payments or other receivables, accrued to the date of cancellation of the Purchase order or any part thereof.

13.6. The UNITED GROUP COMPANY may terminate the Agreement or a Purchase order, regarding all or any part of the Goods, with a 30 (thirty)-day written notice to the Supplier, without stating a reason. In this case, the UNITED GROUP COMPANY shall pay the Supplier only the Price for the Goods, accepted before the termination date.

14. FORCE-MAJEURE CIRCUMSTANCES

14.1. Neither Party is liable towards the other Party for any delays, failures to fulfil its obligations or for damages if they are due to any event, which is not foreseeable and is beyond the control of the Parties and which could not have been prevented or overcome by reasonable efforts of the prevented Party ("Force Majeure"). The Force Majeure circumstances do not include any strikes or other forms of industrial action by a Party's personnel or any other failure in that Party's supply chain (other than where caused by a Force Majeure event) or due to epidemics and pandemics in existence at the Agreement Date (including any worsening of such epidemics or pandemics).

14.2. The Party affected by Force Majeure shall be excused for its non-performance during the duration of Force Majeure. The Party affected by Force Majeure shall immediately notify the other Party about Force Majeure event and its consequences and expected duration. In the Force Majeure situation both Parties shall use their reasonable efforts to prevent or mitigate any damage or costs caused by such Force Majeure event and to ensure the continued and undisturbed business operations of the UNITED GROUP COMPANY.

14.3. If either Party is unable to fulfil its obligation due to a Force Majeure event for a period exceeding thirty (30) days, either Party is entitled to terminate the Agreement with immediate effect without any liability towards the other Party. The termination notice shall be delivered in writing. The UNITED GROUP COMPANY shall have no obligation to pay for Goods not received due to a Force Majeure event.

15. COMPLIANCE

Supplier represents and warrants to follow Compliance annex (Annex A), as an integral part of this GTC.

16. ASSIGNMENT

UNITED GROUP COMPANY could assign its rights under the Agreement to another UNITED GROUP COMPANY to benefit from the Agreement by way of simple notification to the Supplier

without the need of additional consent. Supplier shall not assign its rights under the Agreement to any third party without UNITED GROUP COMPANY's prior written consent, without this limiting Supplier to subcontract third parties for the performance of Supplier's obligation under the rules of Compliance annex to this GTC, in which case the Supplier shall remain fully liable to the UNITED GROUP COMPANY and the subcontractor shall have no rights or claims against the UNITED GROUP COMPANY.

17. APPLICABLE LAW. DISPUTE RESOLUTION

17.1. The laws of the UNITED GROUP COMPANY's domicile shall apply to the Agreement, without regard to conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

17.2. Unless otherwise agreed, any disputes between the Parties arising out of or in connection with the Agreement are to be settled before the relevant court having jurisdiction to hear the respective dispute at the seat of registration of UNITED GROUP COMPANY.

18. NOTICES

All notices, requests, or any other communications, according to these GTC, must be transmitted in Written Form in UNITED GROUP COMPANY local language or the language, in which the Purchase order was made, and must also be delivered personally or sent by courier or e-mail, addressed to the other Party on the address, indicated in the Purchase order.

All notices, requests, or any other communications, sent by UNITED GROUP COMPANY through a courier, will be considered delivered to Supplier (in the absence of any evidence for earlier reception) in three days after the sending date. All notices, requests, or communications, sent by UNITED GROUP COMPANY through by e-mail, will be considered delivered to Supplier on the next Business Day after sending.

19. ANNEXES TO GTC

Annex A - Compliance

20. AMENDMENT

These GTC are published at the following address <https://telemach.si/o-nas/partnerji>

Any amendments and new versions of this GTC shall be published at least 30 days before they take effect. Unless the Supplier objects within this period, the Agreements shall be amended accordingly as of the effective date of the new version of the GTC. In case of objection within the time stipulated, the new version of the GTC shall not apply to pending Purchase orders but shall apply to any future ones.



UNITED GROUP

Compliance

ANNEX A TO UNITED GROUP GENERAL TERMS AND CONDITIONS FOR PURCHASES OF GOODS AND SERVICES

1. GENERAL COMPLIANCE

- 1.1. The Supplier is fully licensed, registered where applicable, and qualified under local law, regulations, policies, and administrative requirements, and no regulations or other obligations prohibit it from performing its obligations set out in the Agreement.
- 1.2. The Supplier agrees to perform its obligations contained in the Agreement in an ethical manner and in compliance with all applicable laws.

2. GOVERNMENT OFFICIALS

Except as has previously been disclosed in writing to the UNITED GROUP COMPANY, no owner (either direct or beneficial) and, to the best of Supplier's knowledge - no director or senior manager of Supplier, is a member or employee of a government or government-owned enterprise or any agency, department or instrumentality thereof or political party (other than membership in a personal capacity of a political party) or public international organization, or a candidate for government or political office or a royal family (any of which, are "**Government Officials**"), who are or may be in a position to affect the business of the UNITED GROUP COMPANY, the Supplier or the subject matter of the Agreement through their official action. Should any beneficial owner, director, or senior manager of the Supplier, become a Government Official, the Supplier will promptly provide the UNITED GROUP COMPANY with written notice.

3. ANTI-CORRUPTION

In connection with its performance under the Agreement, the Supplier, and its directors, officers, employees and agents, have not provided, offered, promised, or authorized the provision of, and shall not do so, and will take reasonable efforts to ensure that its directors, officers, employees, and agents shall not provide, offer, promise, or authorize the provision of, directly or indirectly, anything of value to any Government Official, or any other person (a) for the purpose of obtaining or retaining business or an improper business advantage, or (b) which would otherwise violate applicable anti-bribery or anti-corruption laws.

4. INTERNATIONAL SANCTIONS AND TRADE RESTRICTIONS

- 4.1. The Supplier shall comply with all applicable export control and trade and economic sanctions laws, rules, and regulations, including but not limited to applicable European Union, EU member countries, US, UK, UN or other applicable export

controls and trade and economic sanctions, (together the "**Trade Restrictions**") in performance of the Agreement. The Supplier shall not do anything which would cause the UNITED GROUP COMPANY to be in breach of applicable Trade Restrictions.

- 4.2. Unless otherwise set out in the Agreement, the Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any goods, products, equipment, software, technology, or services to or for the benefit of the UNITED GROUP COMPANY.
- 4.3. In connection with the Agreement, the Supplier shall not import, source, or purchase products or services, in whole or in part, directly or indirectly, from: (1) any country or territory which is or becomes prohibited under the Trade Restrictions; (2) persons or entities owned or controlled by or acting on behalf of the governments which are or become prohibited under the Trade Restrictions; (3) persons designated under Trade Restrictions; or (4) any entity that is 50% or more owned or controlled by any of the foregoing (collectively, "**Restricted Persons**"), except to the extent that such transaction is permitted under the Trade Restrictions (for example by way of a general or specific license granted by the relevant authorities).
- 4.4. Except as has previously been disclosed in writing to the UNITED GROUP COMPANY, the Supplier represents that it, its beneficial owners, directors, officers and employees are not and have not in the past been identified as a Restricted Person.
- 4.5. Should the Supplier, any of its beneficial owners, directors, officers, or employees be identified as a Restricted Person, or begin to conduct business with a counterparty identified as or controlled or owned by a Restricted Person, the Supplier shall promptly notify the UNITED GROUP COMPANY in writing, and the UNITED GROUP COMPANY may and hereby reserves its rights to take steps necessary to comply with applicable laws up to and including terminating the Agreement.

5. SUPPLY CHAIN COMPLIANCE

- 5.1. Child Labour:
The Supplier must not employ workers younger than the age of 15 years, or the minimum age established by law in the country of employment, whichever age is higher.



UNITED GROUP

In addition, the Supplier must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages and working conditions. The Supplier must maintain official documents for every worker that verifies date of birth.

5.2. Forced Labour, Slave Labour, Human Trafficking:

The Supplier must not use involuntary or forced labour, whether indentured, bonded, prison or otherwise. The Supplier must not confiscate or withhold worker identity documents or other valuable items, including passports, work permits and travel documentation. The Supplier must not keep workers' personal documents as a means to bind them to employment or to restrict their freedom of movement.

6. COMPLIANCE PROGRAM

The Supplier shall maintain at all times an adequate system of internal controls, procedures, and policies that monitor, prohibit, and protect against any action that would constitute a violation of applicable anti-corruption laws, Trade Restrictions, or any other requirement of this Compliance Annex.

7. SUBCONTRACTING AND ASSIGNMENT OF RIGHTS

7.1. The Supplier, when hiring, directly or indirectly, any subcontractor or other person, entity, or intermediary to perform the obligations set out in the Agreement, or otherwise assign its rights or obligations under the Agreement, is obligated to ensure that such subcontractor shall fulfil the same obligations as set out in this Compliance Annex, and, for avoidance of any doubt, with terms which offer at least the same level of protection as set out in this Compliance Annex.

7.2. The Supplier shall not use or hire, directly or indirectly, any subcontractor or other person, entity, or intermediary to perform the obligations set out in the Agreement, or otherwise assign its rights or obligations under the Agreement without the prior written consent of the UNITED GROUP COMPANY.

8. RECORD KEEPING AND AUDIT

8.1. With respect to any transaction effected in connection with the Agreement, the Supplier will maintain for not less than five (5) years proper and accurate books, records, and accounts that accurately and fairly reflect all payments made, expenses incurred, and assets disposed of. The Supplier will not provide the UNITED GROUP COMPANY any inaccurate documentation or records in connection with any function performed under the Agreement.

8.2. No more frequently than once per year the Supplier shall permit the UNITED GROUP COMPANY or its representatives to inspect and take copies of books and records related to the Supplier's performance under the Agreement, including but not limited to, payment records, and shall make its employees, officers, and directors available for meetings with the UNITED GROUP COMPANY or its representatives

upon reasonable notice and to the extent determined by the UNITED GROUP COMPANY, at its sole discretion, as necessary to verify Supplier's compliance with anti-corruption laws, Trade Restrictions and the requirements of the Agreement. the UNITED GROUP COMPANY shall bear its own costs for any such audit and shall use its best efforts to minimize any disruption to Supplier's day to day operations during the conduct of the audit.

8.3. From time to time the UNITED GROUP COMPANY may require the Supplier to acknowledge and certify its compliance with anti-corruption laws, Trade Restrictions and the requirements of Compliance Annex.

9. ANTI-MONEY LAUNDERING

The Supplier is organized for legitimate business purposes and not for any unlawful purpose and has only lawful sources of funding.

10. PERSONAL DATA PROTECTION

10.1. The Parties, as a separate data controllers, process, and store Personal data of natural persons - representatives, employees and subcontractors of the other Party (Data Subjects), in accordance with Data Protection Acts. Each Party is required to provide the relevant Data Subjects with information about the purposes and the legal basis for the processing; the categories of the Personal data recipients; the period for which the Personal data will be stored; the rights of the Data Subjects regarding the processing of their Personal data, as well as information on how they can be exercised; contact details of the Data Protection Officer (if any) and any other information, required by Data Protection Acts to be made available to the Data Subjects.

10.2. In case the Supplier gets access to Personal data, for which the UNITED GROUP COMPANY is controller, the Parties shall settle such relations in a separate agreement. Regardless of signing of such separate agreement, at any time when processing such Personal Data, the Supplier shall ensure compliance with the Data Protection Acts. In particular, the following provisions shall apply, in part in addition to the statutory obligations: (1) Personal data shall be processed exclusively for the purpose of fulfilling the contractual obligations arising from the Agreement ("intended purpose"); (2) the Supplier shall ensure that its employees only have access to Personal data to the extent that is necessary for the intended purpose. All employees have been obliged in writing to comply with the applicable data protection regulations. This shall be proven upon request; (3) the Supplier undertakes to take state of the art technical and organizational measures in order to guarantee and permanently ensure a level of protection for Personal data appropriate to the risk; (4) a transfer of Personal data to third countries is only permitted in compliance with the provisions laid down in Data Protection Acts, and (5) the Supplier shall delete the data immediately as soon as they are no longer required for the intended purpose and in accordance with statutory retention periods.



UNITED GROUP

11. BREACHES AND TERMINATION

- 11.1. The Supplier agrees to give prompt notice in writing to the UNITED GROUP COMPANY if at any time during the term of the Agreement, Supplier breaches any representations or warranties contained in this Compliance Annex.
- 11.2. Any failure to comply with this Compliance Annex shall be considered a material breach of the Agreement. At its sole discretion, upon written notice to the Supplier, the UNITED GROUP COMPANY may terminate the Agreement, effective immediately, if the Supplier or any person acting on Supplier's behalf with respect to the Agreement, has breached this Compliance Annex or otherwise has committed a violation of anti-corruption laws, Trade Restrictions or has caused the UNITED GROUP COMPANY, its officers, directors, employees, or affiliates to be in such violation.
- 11.3. The Supplier shall indemnify and hold the UNITED GROUP COMPANY harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from Supplier's breach of the provisions contained in this Compliance Annex. This provision shall survive any termination of the Agreement.