



**General Purchase Terms
Goods and Services
Unit4 Poland
April 2018**

Definitions

The capitalized terms in these General Purchase Terms (hereafter 'GPT') have the following meaning:

Affiliate: any company which controls, is controlled by or is under common control with one of the parties, whereby control means that 50% or more of the shares carrying the right to vote at the general meeting (or its equivalent) of said company are held;

Agreement: any written agreement, quotation, purchase order, statement of work and/or these GPT on the basis of which U4 obtains Goods and/or Services from the Supplier;

Confidential Information: any information relating to either (technical) operations, market opportunities, products and business affairs, including but not limited to trade secrets, know-how, designs, specifications, pricing, service and technical records and all other information with a proprietary or confidential nature, that belongs to one Party and is disclosed to the other Party;

**Delivery/
Deliveries:** Services or the result of the Services, and/or Goods to be supplied by the Supplier on the basis of an Agreement;

Equipment: computer, telecommunications and office equipment and/or other equipment;

Goods: Equipment, Software, tailor-made Software, documents, other goods or materials and results that are the subject of the Delivery;

**Intellectual
Property Rights:** copyrights, databank rights, patent rights, designs and models rights, trade name rights, trademark rights, rights regarding topographies of semiconductor products and any other intellectual property or proprietary rights;

Party/Parties: the Supplier and/or U4;

Price: the agreed (unit) price for the Goods and/or Services;

Quotation: the offer submitted to U4 by the Supplier as a result of a request for quotation;

Services: work to be carried out by the Supplier for or on behalf of U4 on the basis of an Agreement for example installation, implementation, project consultancy, training, recruitment services and such other services as may be agreed by the Parties;



- Software: the websites and/or computer software made available to U4 by or on behalf of the Supplier, including computer software from third parties, or on a license of SaaS (Software as a Service) basis;
- Supplier: the Party submitting the Quotation or the Party entering into an Agreement with U4;
- U4: Unit4 N.V., Unit4 Polska sp. z o.o., Unit4 Software Engineering sp. z o.o. and/or one of its Affiliated companies.

Article 1 Applicability General Purchase Terms

- 1.1 The GPT apply to and form an integral part of all Goods and/or Services purchased by U4. Changes in and additions to the GPT are only valid if and insofar as these have been agreed in writing between the Parties. This does not apply to changes in the GPT that U4 can apply by virtue of article 1.3. The GPT cancel and replace any previous versions, unless otherwise explicitly agreed in writing. If any term or provision of the GPT is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of the GPT or invalidate or render unenforceable such term in any other jurisdiction.
- 1.2 The applicability of the Supplier's general terms in any form or under any name whatsoever are expressly rejected.
- 1.3 U4 reserves the right to amend the GPT, in case such amendments are the result of mandatory changes in the applicable laws, any other relevant regulations or governmental stipulations.
- 1.4 Specific articles related only to Services do not apply to the Delivery of Goods and vice versa.

Article 2 Quotations

Quotations must be in line with the GPT and - if applicable - other conditions and specifications included in a request for quotation. Any costs incurred by the Supplier relating to the Quotation shall not be refunded by U4. The Quotation shall at least include a clear description of the Deliveries, Price, duration of the Services and if applicable the profile of the person that performs the Services. A Quotation is considered an irrevocable offer and should be valid for at least 4 months, starting from the moment it is submitted to U4.

Article 3 Validity of the Agreement

- 3.1 An Agreement comes into force when it has been agreed in writing and once it has been signed by an authorized legal representative of U4. Any actions carried out by the Supplier or preparations thereof prior to the signing by U4 of an Agreement or not performed under the Agreement are at the Supplier's own risk and expense.
- 3.2 U4 is entitled to cancel the Agreement (odstąpić) for convenience fully or in part up to 2 weeks prior to the start of the Delivery at issue without being liable to the Supplier for compensation of costs and/or damages. In the event of a cancellation after this term the Supplier is entitled to compensation for the demonstrable costs in preparation of the execution of the Agreement, up to a maximum of the Price involved in the Agreement. Changes in and additions to the Agreement are only valid when they are agreed in writing. If additional work is required, then the Supplier shall submit a written Quotation. Any work which the Supplier should or could have foreseen in order to carry out the Services or to deliver the Goods, or work that results from an attributable failure from the side of the Supplier is not considered to be additional work.

Article 4 Quality

- 4.1 The Goods and/or Services to be supplied by the Supplier must:
- a) meet the terms and specifications laid down in the Agreement and/or in the GPT;

- b) meet the expectations U4 may reasonably have with regard to the characteristics, quality and reliability thereof, all circumstances taken into account;
- c) comply with the applicable laws and any other relevant regulations or governmental stipulations; and
- d) be executed properly, carefully and in conformity with the best practices of the relevant industry.

Article 5 Personnel

- 5.1 The Supplier warrants the competence of personnel in charge of executing the Agreement. If agreed, the Supplier shall make personal details or identification available to U4. The Supplier ensures that its personnel complies with the applicable house rules and other applicable instructions of U4. Without prior written permission from U4 the Supplier is not entitled to hire subcontractors or replace the persons performing and/or in charge of the execution of the Agreement. U4 will only withhold permission on reasonable grounds and is entitled to attach conditions to said permission. The stipulations in the Agreement apply accordingly to subcontractors that are hired with permission from U4. U4 may request a replacement of personnel. The Supplier shall be in charge of any replacements and guarantees equal expertise. Replacements shall not affect the Agreement.
- 5.2 The Supplier indemnifies U4 against all damages caused by the Supplier's personnel in relation to the Agreement. Any acts or omissions by the Supplier's personnel, contrary to the stipulations of the Agreement, are considered as acts or omissions by the Supplier.
- 5.3 Each Party is responsible for payment of income tax, national insurance premiums and VAT relating to personnel or other persons engaged by such Party in the execution of the Agreement and Parties shall provide at first request evidence of such payment by a chartered accountant. Parties shall indemnify each other against claims and damages that the other Party may suffer resulting from non-observance of the provisions in this article.
- 5.4 The Supplier shall not, during the term of the Agreement or for a time period of 12 months thereafter, employ any employee of U4, or request or allow such person to carry out work for him otherwise than by U4. If Supplier violates this restriction Supplier is obliged to pay a penalty to U4 for the amount of PLN 100.000 (hundred thousand) and increased by PLN 4.500 (four thousand five hundred) for each day that the violation continues. Supplier is obliged to pay the penalty without prejudicing all other rights or claims, including:
 - a) the right to terminate the Agreement immediately;
 - b) the right to full damages;
 - c) any other rights owed to U4 by law.
- 5.5 The Supplier is not permitted to offer or to provide (employees of) U4 any compensation or any advantage, including but not limited to such advantages or offers that qualify as bribery under the applicable legislation, other than those reasonably arises from the execution of the Agreement.

Article 6 Delivery

- 6.1 Deliveries will take place at the agreed place and time and in case of Goods in accordance with the valid Incoterm Delivered Duty Paid (DDP) applicable at that time. The risk and ownership for the delivered Goods will not transfer to U4 until U4 has accepted the Goods in accordance with the provision in Article 8.
- 6.2 Time is of the essence and thus any term for the Delivery included in the Agreement is a final deadline and no additional reminders need to be sent ("*termin ostateczny*") unless specifically agreed otherwise. U4 may request changes to the Deliveries during the execution of the Agreement. The Supplier shall specify the consequences of such changes. U4 shall inform Supplier if the requested changes should be incorporated in the Agreement.

- 6.3 In case the Supplier performs Services in relation to installing Equipment, cables and other ancillary materials required for the installation shall be at the own risk and expense of Supplier. Any Services in relation to implementation of Software is understood to mean to install the Software onto the computer, ready for use, in connection with surrounding equipment and Software.
- 6.4 The Supplier shall install or implement the Software with U4 (and/or its clients), unless agreed otherwise. In addition to the installation or implementation, the Delivery of Software also includes the conversion of data, unless agreed otherwise. Conversion means executing those actions so that data that could be used prior to the installation or implementation of the Software, can also be used after the Software has been installed or implemented without loss of function or damage/mutilation of those data.
- 6.5 The Supplier is responsible for ensuring that its presence and presence of its personnel on the property and in the buildings of U4 will not obstruct the uninterrupted progress of the operations of U4 and third parties.
- 6.6 Goods will be wrapped in environmental friendly packaging and Supplier shall remove the packaging at his own risk and expense immediately after the delivery. Goods which are damaged or lost during transport or unloading at the agreed place will be repaired or replaced, as U4 desires, by the Supplier at his risk and expense. Furthermore, in case of a DOA (Dead on Arrival) of the applicable Goods, the Goods shall be replaced at Suppliers risk and expense within 48 hours after the first Delivery. The Supplier is then also liable for the damages incurred by U4 as a result.
- 6.7 The Goods must be delivered including all the available documentation designed for the proper use of the Goods, as well as any quality marks and/or certificates. U4 is entitled to multiply, alter or adjust this documentation without any limitation for its own use, or make this available to third parties. The Supplier will ensure the documentation supplied by him shall be replaced, altered and/or adjusted as soon as possible at his expense if at any time during the use of the Goods by U4 (and/or its clients) it becomes apparent that the documentation contains incorrect information or is otherwise incomplete, insufficient, unclear or dated.
- 6.8 The Supplier shall arrange a user briefing at the first request of U4 at which time U4 will be familiarised with the main characteristics of the Goods that have been supplied.

Article 7 Delay of Delivery

The Supplier shall inform U4 in writing immediately as soon as he knows or reasonably expects that Delivery cannot be made or cannot be made on time, stating the reasons of delay and/or expected delivery date. U4 is entitled to terminate (wypowiedzieć) the Agreement without payment of any costs or damages to the Supplier in case of such a delay. In case U4 does not terminate the agreement because of the delay, Parties shall mutually decide which measures will have to be taken to limit the damage resulting from the delay as much as possible. In any case the Supplier shall store, secure and take all measures required to prevent deterioration of the quality of the Goods at his own risk and expense. Without prejudice to the foregoing, the Supplier is liable for all damages incurred by U4 as a result of the delay unless the Supplier demonstrates that the delay has been caused solely by U4. If U4 requests for another date of Delivery, for whatever reason, U4 shall not enter into creditor's default as a result of the delay of Delivery. Delay of Delivery, for whatever reason, shall not entitle the Supplier to increase the agreed Price unless the increase has been agreed in writing beforehand. In the event of a delay of Delivery is requested by U4, U4 is only obliged to compensate the Supplier for damages incurred if there is a gross error or gross negligence on the part of U4.

Article 8 Acceptance

Acceptance of the Delivery takes place by means of U4 signing an acceptance certificate or by means of an acceptance procedure as contained in the Agreement. U4 is entitled to examine the Delivery within the term agreed in the Agreement. If it appears that the Delivery does not meet the required (quality) conditions and/or specifications, then the costs of this assessment or any extensive checks are at the expense of the Supplier. If the assessments demonstrate that the Delivery does not meet the (quality) requirements and/or specifications contained in the Agreement, U4 can request Supplier to modify or replace the Delivery free of charge within

a time period to be agreed between the Parties. Furthermore, U4 is entitled to dissolve or terminate the Agreement (possibly conditionally or partially) out of court, without any reminder or notification thereto being required. The Supplier is in any event liable for all damages incurred and to be incurred by U4 as a result of the failure to meet the agreed (quality) conditions and/or specifications. If the assessments demonstrate that all the agreed (quality) conditions and/or specifications have been met, then the costs of any additional or extended checks shall be borne by U4 and the Delivery shall be accepted forthwith. Rejected Goods shall be removed at U4's first request by and at the expense of the Supplier.

Article 9 Warranty

- 9.1 The Supplier guarantees that the Deliveries will meet all statutory requirements, EC directives and other government regulations, amongst other things in relation to quality, environment, safety, health, ergonomics, telecommunication, electromagnetic compatibility, etc., applicable at the time of the Delivery, and furthermore satisfy all the norms and technical standards generally recognised in the industry sector. The Supplier guarantees that the Deliveries meet the intended purpose and operate as intended, and conform to the agreed specifications and/or service level agreement. Meeting the agreed service levels is considered an essential obligation as mentioned in Article 15.1.
- 9.2 The Supplier guarantees that the Goods shall be free from design, materials, craftsmanship and other faults and defects for a period of 24 months unless agreed otherwise in writing. If a factory warranty on Goods is more than 24 months following Delivery, the term of the factory warranty applies. The warranty term shall be extended by the same period during which the Goods could not be (fully) used as a result of a defect which manifests itself during the warranty term. A new warranty term equal to the original warranty term shall apply to the Goods or parts thereof that have been supplied as replacements.
- 9.3 If a defect in the Goods occurs during the term of warranty, the Supplier is obliged to replace or repair the Goods within the term requested by U4 or take the Goods back at his expense, irrespective of the cause of that defect, and to reimburse the payment that had been made for these Goods at once, as desired by U4. The foregoing does not apply if the Supplier demonstrates that U4 has attributable caused the defect.
- 9.4 If the Supplier fails to meet his obligations to repair the defects on time, U4 is entitled, without prejudice to its further rights and following prior written notification to the Supplier, to repair these defects or have them repaired by third parties at the Supplier's expense. The Supplier is obliged to cooperate with this and to provide the required information thereto at the first request. All the costs incurred pursuant to this paragraph and the damages incurred by U4 are at the expense of the Supplier unless the Supplier demonstrates that the defect that arose during the warranty term is not at his risk and expense.
- 9.6 If U4 can demonstrate that there is an issue of a hidden defect (i.e. not reasonably detectable during the above described acceptance procedure), the Supplier shall remain fully liable for that for a term of 5 years upon Acceptance. The statement in the previous sentence also applies if a defect occurs during that term as a result of which the delivered Goods cannot be used for the intended purpose, as indicated in the Agreement, or if the delivered Goods are rendered unusable for the purpose that can reasonably be expected of the delivered Goods. If a situation as referred to in this paragraph occurs, paragraphs 2, 3, 4 and 5 of this article apply insofar as possible.
- 9.7 The Supplier indemnifies U4 against all liabilities and damages on account of product liability in respect of the delivered Goods.
- 9.8 In case of the delivery of computer related Services, the Supplier is obliged to make back-ups of the U4 data at least once a week, unless otherwise agreed. The Supplier shall store the back-up for a reasonable period of time and shall treat and store the back-up carefully. In case of the delivery of computer related Services, the Supplier shall be obliged to have an alternative center or other redundant facilities at its disposal.

Article 10 Price

The Price shall be based on either a fixed Price or on time and material as to be noted in the Agreement and will be including all costs and charges that are necessary for the execution of the Agreement unless agreed otherwise. Only actually worked hours will be reimbursed. Any extra costs that have not been agreed on beforehand in the Agreement shall not be eligible for compensation. Subject to U4's prior approval, reasonable costs of travel and accommodation shall be reimbursed in line with the U4 travel policy.

Article 11 Invoicing and payment

- 11.1 Invoicing takes place in 1 term, following acceptance of the Delivery, unless agreed otherwise. Invoices shall be produced properly in accordance with the Agreement and should at least contain the following information:
- a) the Agreement/U4 order number, U4 correct legal entity name, VAT number (*NIP*), U4 and Supplier contact person (name, phone number, address, e-mail), U4 department;
 - b) the Supplier's (trade)name and legal entity, VAT number (*NIP*), (invoice) address and bank details;
 - c) description, article type/number, overview of working hours listing the persons/days/rates and date of the Deliveries;
 - d) the Price including specification of discounts, if any;
 - e) VAT;
 - f) invoice due date based on payment term of 60 days.
- 11.2 Payment of invoices will take place within 60 days of receipt of the invoice. U4 is entitled to suspend payment for the disputed amount of the invoice if the invoice is disputed by U4 or if any obligation from the Agreement has not been met by the Supplier. Payment of the invoice should not be taken to mean that U4 has accepted the Delivery unconditionally. All the sums mentioned in and arising from the Agreement are in Polish zlotys and excluding VAT, unless stated otherwise.
- 11.3 U4 may at all times have the Supplier invoices checked for accuracy by an accountant. The Parties shall agree on making the relevant books and records available to the accountant concerned and supply him with any information and details required. This verification is confidential and is not extended beyond the requirements for verification of the invoices. The accountant shall report to Parties as soon as possible. The costs of the accountant's investigation shall be met by U4 unless the investigation demonstrates that the invoice(s) is/are incorrect or incomplete, in which case the costs shall be met by the Supplier.
- 11.4 Exceeding the payment term by U4 does not entitle the Supplier to suspend or terminate the Delivery to be executed. If, following a written reminder with a reasonable term for payment, U4 does not pay the uncontested (part of the) invoice in time, U4 owes the Supplier Polish statutory interest as a result.
- 11.5 U4 is at all times entitled to offset any sums owed to the Supplier against claims for payment by the Supplier even if the relevant claim and debt themselves originate from a different basis.
- 11.6 In the event that Parties agree an advance payment and if U4 has grounds to doubt the financial creditworthiness of the Supplier, the Supplier shall submit assurances at the request of U4, such as an irrevocable bank guarantee issued by a renowned bank.

Article 12 Interruption

- 12.1 U4 can request the Supplier to interrupt the provision of Deliveries temporarily. U4 shall inform the Supplier of this in writing and Parties shall enter into an amicable consultation. In the event of an interruption U4 is obliged to pay the Supplier:
- a) the Price pro rata for the delivered and evidently usable Deliveries;
 - b) the reasonable expenses; and
 - c) the costs resulting from any contracts the Supplier has in reasonableness entered into already with third parties for the Deliveries.

Article 13 Duty of disclosure

Parties guarantee that they have supplied and will supply all information that can reasonably be of importance in entering and executing the Agreement. The Supplier shall keep U4 informed of the progress of the execution of the Agreement.

Article 14 Force majeure

Neither of the Parties is obligated to fulfil any obligation under the Agreement if it is prevented from doing so as a result of a circumstance that is not its own fault, nor for its account under the law, a legal act, or generally accepted practice. The other Party must be notified, together with the necessary evidence for any case of force majeure. A force majeure event shall in any case not include: illness or incapacity of personnel or of third parties used by the Supplier, a shortage of personnel with the Supplier, non-fulfilment of obligations/breach of contract by third parties engaged by the Supplier, material shortages, defective (spare) parts, liquidity and/or solvability problems of the Supplier, traffic jams, the impossibility of obtaining the required permits or permissions, strikes and labour disputes.

Article 15 Termination of the Agreement

- 15.1 Each of Supplier's attributable failure to perform its essential obligation under the Agreement, entitles U4 to either require performance or to dissolve or terminate the Agreement fully or partially, after notice of default whereby a reasonable term, to be decided by U4, is granted to cure of the default. Prior notice of default is not required if U4 can reasonably foresee the failure of observance (on time) or if the Supplier exceeds a deadline, in which case the Delivery concerned is immediately due. In that case U4 is only bound to pay the Supplier the pro rata fee for the delivered and evidently usable Delivery and the reasonably incurred costs, and is not bound to payment of any damages. U4 is entitled to offset any sums that may be owed to the Supplier against the claims against the Supplier that arise from the provisions of this article.
- 15.2 Unless stipulated otherwise in the Agreement, U4 is at all times entitled to terminate the Agreement for convenience fully or partially by written notice (which includes e-mail) without notice of default and without judicial intervention with due observance of a term of notice of 2 months, without stating the reasons. U4 is then obliged to compensate the Supplier for:
- a) the pro rata Price for delivered and evidently usable Delivery;
 - b) the reasonable expenses;
 - c) the costs resulting from the contracts the Supplier has already in reasonableness entered into with third parties for [prior to] the Delivery.
- U4 shall not be liable to pay any damages to the Supplier.
- 15.3 U4 is entitled to terminate the Agreement with immediate effect and without payment of any fees or damages if there is a significant change in control with the Supplier. The Supplier is obliged to inform U4 of such a (proposed) change in advance and in writing.
- 15.4 Each Party is entitled to terminate the Agreement by registered letter in case of a situation of force majeure on the side of the other Party that has exceeded 15 working days and has direct influence on performing the contract between Parties. The performance already delivered under the terms of the Agreement will then be paid for pro rata without Parties owing each other, for that matter. The term stated in the first sentence does not have to be observed if it cannot reasonably be expected that the situation of force majeure is resolved within this term or if the terminating Party cannot be asked to observe this term.
- 15.5 Each Party is also entitled to terminate the Agreement with immediate effect by written notice if the other Party:
- a) has filed for a moratorium of payments or if a moratorium of payments is granted to the other Party;
 - b) is confronted with a seizure under warrant of execution on essential parts of the business operations which could hamper the execution and observance of the Agreement;

- c) is dissolved or ceases to exist otherwise
The aforementioned is without prejudice to the right of the terminating Party to compensation of costs and/or damages in any form whatsoever.
- 15.6 Upon termination of the Agreement, Parties shall cooperate fully to ensure the transition of any Services. Unless agreed otherwise, the cost of this cooperation has been included in the agreed Prices and fees of the Supplier. At the request of U4 the Supplier shall provide to U4 all documents, computer discs and other information carriers containing or carrying personal data or any other U4 owned data. In so far as the data are held or stored in a computer system and/or in any other form which reasonably cannot be handed over to U4, the Supplier will provide U4 with a copy of the data and subsequently, if legally allowed, erase all data in Supplier's systems as far as technically possible.
- 15.7 Rights and obligations between Parties that are intended to continue by their nature and content, remain in full force after the termination of the Agreement or after submission of a Quotation that has not resulted in an Agreement.

Article 16 Liability

- 16.1 The Supplier shall be liable for all damages suffered by U4 resulting directly or indirectly from or related to Supplier's non-performance of the Agreement and attributable to the Supplier, amongst which, but not restricted to, damages resulting from unlawful acts by third parties and persons engaged by the Supplier. The liability of Supplier shall be limited to compensation for damages and costs to either (i) an amount of PLN 2.200.000 (two million two hundred thousand) per year or, (ii) 4 times the agreed price for the term of the Agreement (excluding VAT), whichever is the higher. If the Agreement principally constitutes a continuing performance contract with a term of more than one year, then the agreed Price shall be set at the total Price (excluding VAT) agreed for 1 year, being the year in which the damages occurred. This limitation of liability does not apply to: (i) any indemnifications by the Supplier or, (ii) breaches of article 21 and 22 including breach of the data processing agreement, or (iii) damages due to death or personal injury. With respect to damages due to death or personal injury as mentioned under (iii) in the former sentence, a limitation of PLN 5.500.000 (five million five hundred thousand) per incident shall apply for both Parties, in which a series of connected incidents shall count as one incident.
- 16.2 The Supplier indemnifies U4 against all claims by third parties relating to any damages that U4 and/or third parties incur resulting from Supplier's non-performance of any obligation under the Agreement or from any act or omission by Supplier, his personnel or persons used in the performance of the Agreement.
- 16.3 Any liability of U4 towards the Supplier is limited to compensation of direct damages to a maximum of PLN 2.200.000 (two million two hundred thousand). Direct damages are exclusively taken to mean:
- a) the compensation (whether or not pro rata) for delivered and evidently usable Delivery;
 - b) the costs reasonably incurred by the Supplier, including the expenses for damage prevention or limitation, insofar as the Supplier demonstrates that these expenses have led to damage limitation for the purposes of these conditions.
- 16.4 Liability by U4 for indirect damages, including consequential damage, loss of profit, lost savings, loss of data and damage as a result of operations stagnation is at all times excluded even if that damage could reasonably have been foreseen by U4.
- 16.5 A Party is liable against the other Party for reasonable expenses relating to (extra-) judicial procedures, including at least the costs of legal assistance, as a result of attributable failure or unlawful acts by that Party.
- 16.6 Any limitation of liability shall not apply in case of damages caused by intent or gross neglect.

Article 17 Penalty

Each of Supplier's attributable failure to perform its essential obligation under the Agreement, entitles U4 to receive a penalty of 10%, immediately due and payable, of the lump value of the Agreement, increased by 0.5% of the value for each day that the failure continues, with a minimum of PLN 4.500 (four thousand five hundred) excluding VAT. Any penalty paid by Supplier is without prejudicing of any and all other rights or claims that U4 may have against Supplier. U4 is entitled to claim actual damages in addition to the penalties set forth in this paragraph.

Article 18 Insurance

- 18.1 The Supplier states that he and the third parties engaged by him are adequately insured and will remain adequately insured against any liability arising from the law and/or the executing of the Agreement and will submit evidence of that insurance and/or premium payment at the request of U4.
- 18.2 The liability of the Supplier is not limited to the sum insured.

Article 19 Intellectual Property Rights and user rights

- 19.1 U4 has unlimited, free and undisturbed use of all Deliveries. The Supplier specifically renounces any moral rights with regard to the Services, to the fullest extent possible under applicable law, e.g. shall not exercise its moral rights, and indemnifies U4 against any moral rights of third parties.
- 19.2 All Intellectual Property Rights that belong to Supplier prior to the execution of the Agreement continue to stay with Supplier. However, if the Supplier manufactures or develops Deliveries specifically for U4, then the Intellectual Property Rights relating to these Deliveries fall to U4. The Supplier shall present and transfer these Intellectual Property Rights to U4 and commits itself to grant U4 all the cooperation that may be required to establish and confirm these rights. U4 shall hold the full and unrestricted ownership thereto, meaning that U4 may in its discretion use, change, modify, sell, assign, transfer, license and abandon such Deliveries and related Intellectual Property Rights. If the Supplier does not manufacture or develop the Deliveries specifically for U4 and if Intellectual Property Rights are vested on the Deliveries, the Supplier shall grant U4 the right to use the Deliveries for their intended use. The intended use of Software is, amongst others; loading, producing on screen, executing, transmitting, storing and making copies for safeguarding.
- 19.3 Insofar as the Supplier supplies Software, U4 shall receive from the Supplier a non-exclusive, perpetual, non-terminable right of use that is not bound to certain Equipment, technical components, users and/or certain locations. This right of use can be transferred by U4 as long as the Software is used for its benefit. The right of use comprises in any event the right to use and to maintain the Software for U4's own operations, or have this maintained and to multiply this without limits for that reason. The Software shall be delivered in object code.
- 19.4 Insofar as the Supplier supplies tailor-made Software for U4, U4 may use the tailor-made Software freely without any restrictions. Tailor-made Software is supplied in object code and source code.
- 19.5 With regard to Software not specifically developed for U4, the Supplier shall hand over, at its expense, the Software source codes and other Goods that are relevant for the revaluation and maintenance of the Software for safekeeping (escrow) to an escrow agent designated and approved by U4, at the request and for the benefit of U4.
- 19.6 As soon as the Equipment is fully or partially out of order due to breakdown(s), U4 is entitled to use the Software in replacement Equipment, irrespective of its location. On top of that U4 is entitled to copy the Software for back-up purposes. In the event of calamities or a simulation of calamities these copies can be used at alternative facilities, irrespective of the location of this alternative facility and irrespective of its management.

- 19.7 The Supplier shall inform U4 as soon as possible of new versions as well as the consequences of this for the use and the application options of the Software and the maintenance. U4 shall never be obliged to use new versions.
- 19.8 The Supplier indemnifies U4 against claims by third parties regarding breach of Intellectual Property Rights of those third parties, similar claims regarding knowledge as well as unauthorised competition and such, arising from the Deliveries. The Supplier shall inform U4 in writing forthwith of the existence and the content of such claim(s). If the Supplier fails to take measures against such claims, then U4 is entitled to take the necessary measures itself against such claims. All reasonable expenses for U4 associated with that shall be reimbursed by the Supplier.
- 19.9 If the Deliveries will be the subject of claims by third parties regarding the breach of Intellectual Property Rights then the Supplier, at its expense, shall either obtain the right to continue the use of the Deliveries or alter them in such a manner that the breach is terminated. Replacement or alteration of the Deliveries shall never result in diminishing the functionality or use for U4.

Article 20 Transfer of rights and obligations; third parties

- 20.1 Without prejudicing the provisions in paragraph 2 of this article, the Supplier is not entitled to transfer, dispose of or encumber the rights or obligations arising from the Agreement to third parties without written permission of U4. Permission shall not be refused without reasonable grounds. U4 may attach conditions to this permission.
- 20.2 In the event of a transfer of (a part of) the obligations of the Supplier under the Agreement to a third party, the Supplier is obligated to inform U4 about the securities that have been provided for the payment of VAT, income tax, and insurance contributions which are prescribed by law for employers. U4 is at all times entitled to transfer the rights and obligations under the Agreement to an Affiliate or to a third party.
- 20.3 The Supplier is only entitled to employ third parties in the fulfilment of its obligations from the Agreement upon prior written permission from U4. U4 may impose conditions when granting this permission. The Supplier shall at all times be responsible and liable for the observance of the obligations that lie with him by virtue of the Agreement.
- 20.4 Notwithstanding the permission referred to in paragraph 20.1, the Supplier shall at all times be responsible and liable towards U4 for the timely and correct fulfilment of the obligations under the Agreement. If the Supplier acts as a subcontractor of U4, the conditions of the Agreement between U4 and its client, insofar as such do not differ from the GPT, shall be an integral part of the subcontracting agreement with the Supplier.

Article 21 Confidential Information

- 21.1 Parties, and all those who are employed by them, undertake to keep all non-public information that they are provided with regarding the submission of the Quotation and/or the execution of the Agreement and of which they can reasonably understand that this should be confidential, confidential in any sense whatsoever. Parties shall only use the Confidential Information made available to them as part of submitting the Quotation and/or executing the Agreement. This duty of confidentiality will continue after the Agreement has been ended for whatever reason.
- 21.2 Personnel from the Supplier performing the Deliveries shall sign a statement of confidentiality prior to the commencement of the Services at the request of U4.
- 21.3 A Party shall not refer to the existence of the Delivery and/or the Agreement in publications and/or make advertising statements without written permission of the other Party. If Supplier violates this restriction Supplier is obliged to pay a penalty to U4 for the amount of PLN 100.000 (hundred thousand) and increased by PLN 4.500 (four thousand five hundred) for each day that the violation continues. Supplier is obliged to pay the penalty without prejudicing all other rights or claims, including:
- a) the right to terminate the Agreement immediately;
 - b) the right to full damages;
 - c) any other rights owed to U4 by law.

The aforementioned is not applicable if a legal obligation for publication exists.

Article 22 Data protection and security

- 22.1 If requested, the Supplier shall sign an extended data processing agreement, should U4 determine this to be of importance for the execution of the Agreement.
- 22.2 The Supplier and U4 shall process any personal data involved in the execution of the Agreement fairly and lawfully, in accordance with the applicable data protection laws and regulations. U4 shall be considered controller and Supplier shall be considered processor of such data. The Supplier may not transfer or permit the transfer of personnel data to any territory outside the European Economic Area (EEA) without U4's prior written consent. If U4 has permitted such a transfer the Supplier must ensure that there is a legal basis for the transfer of said data. U4 shall be solely responsible for determining the purposes for which and the manner in which the personal data are, or are to be, processed by the Supplier. Except as provided for by law, the Supplier shall only (further) process the personal data as far as necessary for the purposes of the Agreement and/or in accordance with the instructions of U4.
- 22.3 The Supplier will implement the technical and organizational security measures – having regard to applicable data protection laws and regulations and the cost of their implementation – which are necessary in order to ensure availability, integrity and confidentiality of any personal and non-personal data and to protect the data against loss or any form of unlawful processing. The Supplier shall inform U4 forthwith, in any case within the period prescribed by law, if any security incident has taken place.
- 22.4 The Supplier enables U4 at all times to review compliance of the Supplier with the obligations related to the processing of data via independent auditors, as far as reasonably possible without the use of any company confidential data of the Supplier.

Article 23 Applicable law; Competent judge

Polish law applies to the GPT and the Agreement. The Vienna Sales Convention of 1980 does not apply. If possible, Parties will, but are not obliged to, seek to resolve all disputes that may arise from or relating to the explanation of the execution of the Quotation, the Agreement and/or the GPT in good faith between each other. Any unsolved disputes shall be put before the competent judge in Warsaw.

Article 24 Compliance with Business Partner Code of Conduct and Anti-Slavery and Human Trafficking Laws and Policies

- 24.1 In performing its obligations under the Agreement, the Supplier shall:
- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the UK Modern Slavery Act 2015 (“MS Legislation”); and
 - b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance with MS Legislation.
 - c) comply with the U4 Business Partner Code of Conduct as published on Unit4's website.
- 24.2 The Supplier warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:
- a) has been convicted of any offence involving slavery and human trafficking;
 - b) is involved in any actions or practices that could be considered contrary to anti-slavery and human trafficking practices; and
 - c) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 24.3 The Supplier shall implement due diligence procedures for its subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains. This shall include incorporating (within a reasonable timescale) contractual provisions in contracts with its subcontractors or suppliers, which are no

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less onerous than the clauses in this agreement to ensure no slavery and human trafficking practices do not take place in its supply chains.