

GENERAL PURCHASING TERMS AND CONDITIONS

PER 1 FEBRUARY 2018

1. Definitions

- 1.1. **VodafoneZiggo:** the legal entities Vodafone Libertel B.V., Ziggo B.V., Ziggo Services B.V. and/or companies affiliated with these legal entities.
- 1.2. **Data breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- 1.3. **Data Processing Agreement:** the agreement between VodafoneZiggo (the controller) and the other party (the processor) referred to in Section 14 of the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens] and Article 28 of the EU General Data Protection Regulation, also referred to as 'the Processing Agreement' or 'the Processor Agreement'.
- 1.4. **Intellectual Property Rights:** any intellectual and industrial property rights (including copyrights, personality rights, database rights, rights regarding know-how, registered and unregistered models, applications for any of these rights, designs and inventions, neighbouring rights, patent rights, trade names and trademark rights), as well as any similar rights and rights from licences, permissions or otherwise applications regarding any of the foregoing rights.
- 1.5. **Customised Work:** Customised Software and any work created through or ensuing from the other party's performance of the Agreement, including methods and techniques specially used for VodafoneZiggo for installation, implementation or other activities, as well as any change in any of the foregoing. All of this will be at a level which is sufficient to enable VodafoneZiggo to understand, maintain and develop the software or Work.
- 1.6. **Customised Software:** software specifically designed and produced for VodafoneZiggo and any software other than Standard Software, including source code, technical documentation, specifications, data models and related algorithms for this software, as well as any changes in any of the foregoing.
- 1.7. **Agreement:** any agreement between VodafoneZiggo and the other party to which these Purchasing Terms and Conditions are declared or are applicable. These Purchasing Terms and Conditions will be deemed to constitute part of such an agreement.
- 1.8. **Performance:** the goods and/or services to be provided and/or the projects/activities to

be carried out by the other party under the Agreement.

- 1.9. **Software:** Standard Software and Customised Software.
- 1.10. **Standard Software:** software which the other party generally offers to clients in unchanged form, including user documentation for this software and any changes in any of the foregoing.

2. Applicability

- 2.1. These Purchasing Terms and Conditions will apply to any legal relationships (including requests, offers, negotiations, orders and agreements) in which VodafoneZiggo acts as a potential or actual requesting/procuring/purchasing/commissioning party. Once these Purchasing Terms and Conditions apply to one such legal relationship, they will also apply to each subsequent such legal relationship, unless Parties have expressly agreed otherwise in such a subsequent legal relationship.
- 2.2. Unless expressly stated otherwise, an Agreement will always be entered into by only a single VodafoneZiggo entity. The other party may only derive rights from an Agreement with respect to the VodafoneZiggo entity which has entered into the Agreement concerned. The rights ensuing from the Agreement may be invoked for all VodafoneZiggo entities.
- 2.3. Deviations from the Agreement and these Purchasing Terms and Conditions may only be agreed on in writing. If there is a conflict between a written provision in the Agreement and a provision in these Purchasing Terms and Conditions, the provision in the Agreement will prevail. If there is a conflict between a non-written provision in the Agreement and a provision in these Purchasing Terms and Conditions, the provision in these Purchasing Terms and Conditions will prevail. If there is a conflict between the Dutch text of these Purchasing Terms and Conditions and translations thereof, the Dutch text will prevail.
- 2.4. 'Written' or 'in writing' will be deemed to include the exchange of data electronically (including by fax, e-mail, internet and Electronic Data Interchange), even insofar as the law has a requirement that a particular item (such as a notice of default) be in writing.
- 2.5. However termed and in whatever form, the other party's general terms and conditions will not apply. These are expressly excluded.

- 2.6. A waiver of a right by VodafoneZiggo may only occur through written notice in which VodafoneZiggo expressly waives the right concerned in so many words. If VodafoneZiggo does not exercise a right (including allowing an extension of the period within which the other party must fulfil an obligation), this may not be construed as a forfeiture of the right. If VodafoneZiggo does not invoke the Agreement or these Purchasing Terms and Conditions in one situation, it will not thereby waive its right or forfeit its right to invoke these Purchasing Terms and Conditions or the Agreement in another situation.
 - 2.7. VodafoneZiggo may unilaterally modify and/or supplement these Purchasing Terms and Conditions. The modified and/or supplemented Purchasing Terms and Conditions will apply to any legal relationships arising between VodafoneZiggo and the other party after the date on which the other party was notified that these Purchasing Terms and Conditions were modified and/or supplemented.
 - 2.8. The other party's 'personnel' will also include third parties engaged by the other party to perform the Agreement.
- 3. Offers, formation, content of agreements and modifications**
- 3.1. If the other party furnishes an offer after a request by VodafoneZiggo, the offer will be made in accordance with these Purchasing Terms and Conditions.
 - 3.2. Any offers or proposals by the other party will be irrevocable and may not be modified within a period of at least thirty (30) days. VodafoneZiggo need not reimburse the costs of offers or proposals.
 - 3.3. If an offer by the other party is followed by a purchase order from VodafoneZiggo in accordance with the offer, or if a purchase order is provided by VodafoneZiggo under a framework agreement, the Agreement will be formed.
 - 3.4. If the purchase order is sent to the other party with a framework agreement, the other party will send back the signed framework agreement to VodafoneZiggo as soon as possible. In that instance, the agreement between the other party and VodafoneZiggo will consist of a framework agreement, the purchase order, these Purchasing Terms and Conditions and any annex/appendix to the framework agreement. If VodafoneZiggo does not send a framework agreement but only a purchase order, the agreement will consist of the purchase order and these Purchasing Terms and Conditions.
 - 3.5. VodafoneZiggo may terminate the negotiations with the other party at any time without stating the reasons and without being liable for any resulting damage or being obliged to continue negotiating.
 - 3.6. The other party must immediately warn VodafoneZiggo if the requests or information which VodafoneZiggo refers to contain errors, ambiguities or incomplete statements. If the other party does not fulfil the aforementioned obligation, it will be liable for the harmful consequences of its failure to do so.
 - 3.7. If, before or when the Agreement is formed, VodafoneZiggo makes reference to tender documents, drawings, designs, specifications, instructions, or certification, technical, safety, quality or other requirements or documents, these will constitute part of the Agreement. If, in the performance of the Agreement, use is made of such requirements or documents which are referred to by VodafoneZiggo, are furnished by VodafoneZiggo or are approved by VodafoneZiggo, they will likewise constitute part of the Agreement.
 - 3.8. The other party must immediately check the aforementioned requirements and documents for errors, ambiguities and incomplete statements. The other party must inform VodafoneZiggo in writing as soon as possible of potential errors, ambiguities or incomplete statements in these requirements or documents. The other party will propose corrections and revisions to VodafoneZiggo. After being approved by VodafoneZiggo, the corrections and revisions will constitute part of the Agreement. The other party will be deemed to be familiar with and understand these requirements and documents and to accept them as error free, clear and complete, unless it informs VodafoneZiggo to the contrary in writing immediately after it becomes aware of the reference, requirements or documents.
 - 3.9. VodafoneZiggo may modify or completely cancel any agreed quantity, quality, time schedule, functionality or other specification.
 - 3.10. Modifications will solely be agreed on in writing. Unless otherwise agreed in writing, modifications will not affect the price agreed on earlier or the time of delivery agreed on earlier.



- 3.11. VodafoneZiggo may opt to place an additional purchase order for similar Performance as in the initial purchase order. If VodafoneZiggo does this within one year after the initial purchase order, the same commercial terms and conditions will apply, unless, when the new purchase order is placed, the other party has lowered its standard prices or has otherwise improved the commercial terms and conditions regarding the Performance concerned.
- 3.12. VodafoneZiggo may purchase performance similar to or competing with the Performance from the other party's (direct) competitors.
- 3.13. The other party must comply with any reasonable requests by VodafoneZiggo with respect to the purchasing process, including, specifically, requests concerning electronic contracting.

4. Prices

- 4.1. Unless otherwise expressly agreed on in writing by the parties, the agreed prices and rates will be fixed and will be stated in euros, based on delivery as stated in the Agreement and exclusive of VAT. The other party may only invoice amounts under the Agreement which have been explicitly agreed on and itemised. The prices and amounts stated in the purchase order are fixed and will apply for the entire duration of the Agreement, except if the parties have explicitly agreed on a price change mechanism. The other party will agree that the prices stated in the Agreement will fully compensate it for the Performance delivered, and additional costs will not apply.
- 4.2. Contract extras and costs may only be compensated by VodafoneZiggo if the order for these has been granted in writing by VodafoneZiggo. If, in the other party's opinion, the contract extras or the costs will affect the agreed delivery period, the other party must indicate this to VodafoneZiggo in writing. The parties must then consult with each other as soon as possible about, if appropriate, shifting the delivery period and the consequences which this shift will have for the penalty if timely delivery does not occur.

5. Delivery

- 5.1. Delivery will be made 'Delivered Duty Paid' ('DDP') (as defined in the most recent version of the 'Incoterms', 2010 edition, issued by the International Chamber of Commerce in Paris, France). The goods will be delivered at the agreed delivery location or, in the absence thereof, at the

site where VodafoneZiggo is located, punctually on the agreed date or within the agreed period, and accompanied by the required documentation, with delivery also including unloading. The other party will insure the goods until the time of delivery. Insofar as the Incoterms conflict with other provisions in the Agreement or these Purchasing Terms and Conditions, the Agreement and/or these Purchasing Terms and Conditions will prevail.

- 5.2. Any agreed periods, including delivery periods, will represent strict deadlines for the other party. If these periods are exceeded, the other party will immediately be in default, without a notice of default being required.
- 5.3. Once the other party knows or it is likely that it will breach the Agreement, it must immediately provide written notice, with a statement of reasons, to VodafoneZiggo and take any possible action to ensure that the initial delivery period or delivery date is still met. Without prejudice to VodafoneZiggo's other rights, the parties will consult on whether, and, if so, how, the situation which has arisen can be dealt with to VodafoneZiggo's satisfaction.
- 5.4. VodafoneZiggo may allow the other party to postpone delivery of the Performance. In that instance, the other party will store, secure and insure, in properly packaged form, any goods to be delivered as part of the Performance and take any reasonable measures to avoid a deterioration in the quality. VodafoneZiggo will not be in default in such a case.
- 5.5. As part of the Performance, the other party must deliver any resources necessary for proper operation and the intended use, even if they have not been mentioned by name, including, but not limited to:
 - (a) the goods (except for Software), including any associated equipment and any associated documentation, such as test certificates, drawings, quality, inspection and guarantee certificates, and maintenance and instruction books with manuals (making sure that these have been written in English or Dutch and will enable VodafoneZiggo to fully and properly exploit/use the Performance delivered);
 - (b) the Standard Software, including the user documentation for this software; and
 - (c) the Customised Software, including the source code, technical documentation, specifications, data models and related algorithms.
- 5.6. The other party may not provide partial delivery. If partial delivery has nonetheless been agreed on in



writing, 'delivery' will also mean a partial delivery.

- 5.7. The other party will observe the safety regulations applicable at VodafoneZiggo and other company rules, environmental regulations and (internal) policy rules / policies applicable to it. The other party will guarantee that its personnel or third parties engaged by it will also comply with any rules and regulations applicable to it as mentioned above. Upon request, VodafoneZiggo will provide inspection of these rules. If the other party delivers services at one of VodafoneZiggo's sites or in one of VodafoneZiggo's buildings, it will, unless the Agreement states otherwise, do this during normal working hours on weekdays, and the other party will not disrupt, interrupt or otherwise affect VodafoneZiggo's corporate processes.
- 5.8. Any goods which VodafoneZiggo furnishes to the other party before or during the performance of the Agreement will remain VodafoneZiggo's property and must, after the Agreement is performed, be returned in at least the same condition as before they were furnished. Any cleaning or repair costs incurred by VodafoneZiggo must be paid by the other party. The other party will hold these goods, which will clearly be marked by the other party as VodafoneZiggo's property, as a borrower, will maintain them in good condition at its own expense, will bear the risk of loss or deterioration/destruction of these goods and will be liable for any damage or costs directly or indirectly relating to these goods which the other party or third parties suffer or incur. The other party will solely use these goods to perform the Agreement and will not transfer or encumber these goods or the rights pertaining to them.

6. Packaging and shipment

- 6.1. The other party must properly package the goods to be delivered, so that they arrive at their destination in good condition without damage and can be unloaded safely.
- 6.2. The other party will precisely follow any instructions by VodafoneZiggo regarding packaging, preservation, labelling, marking, security, shipment and shipment documentation.
- 6.3. The other party must put a visible packing list on the exterior of the goods to be delivered, which list must also be clearly visible if the goods are stacked and which list must always at least mention: the name and address of the supplier and other party; VodafoneZiggo's purchase order number; the net weight; the country of origin; the

invoice amount of the delivery; the other party's VAT number; the statistical number; the manner of transport and the delivery site.

- 6.4. VodafoneZiggo may refuse to take receipt of goods which do not conform to the requirements stated in the Agreement and may return and refuse these at the other party's expense and risk.
- 6.5. At VodafoneZiggo's request, the other party must take back, at its own expense and risk, the packaging and transport materials used by the other party. VodafoneZiggo may return these packaging- and transport materials at the other party's expense and risk. If VodafoneZiggo desires this, it may keep the packaging- and transport materials, and it will own these without any additional costs.

7. Ownership and risk

- 7.1. Insofar as goods (except for Standard Software) are part of the Performance, the other party will sell and deliver these goods to VodafoneZiggo, unless agreed otherwise in the Agreement.
- 7.2. The ownership of and risk for the goods will pass from the other party to VodafoneZiggo at the time of delivery in accordance with the provisions in Article 5 (Delivery). If and insofar as Intellectual Property Rights are created under the Agreement, the other party will transfer these to VodafoneZiggo as set forth in Article 17.
- 7.3. Notwithstanding paragraph 2, ownership of the goods will pass earlier:
- (a) if delivery is postponed in accordance with the provisions in Article 5 (Delivery), paragraph 4, in which case ownership will pass at the time that VodafoneZiggo asks the other party to postpone delivery;
 - (b) if a deposit is made, in which case ownership will pass at the time of the deposit; and
 - (c) at an earlier point in time through mere notice by VodafoneZiggo to the other party, in which case ownership will pass at the time that the notice concerned is sent.
- 7.4. The risk for these goods will pass when delivery occurs in accordance with Article 5 (Delivery), paragraph 1. Until such risk is transferred, the other party will mark the goods as VodafoneZiggo's recognisable property and will indemnify VodafoneZiggo against and compensate it for loss, damage and third-party claims based on Intellectual Property Rights or other rights.

- 7.5. If the other party cannot directly or indirectly obtain an import or export licence which is mandatory under the applicable law or government regulations, the other party will inform VodafoneZiggo and explain how such a permit may be obtained. VodafoneZiggo will then try to obtain the necessary permit, and the other party will reimburse VodafoneZiggo for all of the costs incurred / damage suffered by it in obtaining this permit. If it turns out that it is not reasonably possible for VodafoneZiggo to obtain the aforementioned permits or required approval, VodafoneZiggo may immediately terminate the Agreement, without the other party being able to hold it liable for this.

8. Regulations

- 8.1. Upon request, VodafoneZiggo will, before performance of the Agreement starts, inform the other party, its personnel and its sub contractors of the circumstances at VodafoneZiggo's sites where the Performance must be delivered and of the substance of the regulations applicable on site. This will concern, for example, relevant information about:
- (a) working conditions laws and regulations;
 - (b) European and Dutch environmental laws and regulations;
 - (c) safety regulations; and
 - (d) security regulations.
- 8.2. If the other party violates the regulations referred to in paragraph 1, VodafoneZiggo may immediately deny the person or persons concerned access to the site and immediately suspend the Performance, unless VodafoneZiggo prefers to rescind the Agreement.

9. Preparation for and delivery of the Performance

- 9.1. The other party warrants that the Performance will be prepared and delivered in accordance with general standards of professionalism and expertise by skilled and competent employees and in accordance with the Agreement and any associated regulations or documents, such that the Performance will lead to the agreed result.
- 9.2. Within one (1) week after the Agreement is entered into, the other party must submit a detailed time schedule for delivering the Performance to VodafoneZiggo.

10. The other party's personnel

- 10.1. If, in VodafoneZiggo's judgment, the other party's personnel are not sufficiently qualified, VodafoneZiggo may order the employees concerned to be removed and the other party must immediately replace them. The other party will pay the costs associated with the training period for the replacement.
- 10.2. VodafoneZiggo may require the other party's personnel, including sub-contractors' personnel, to provide proof of their identities at all times.
- 10.3. The other party warrants that the identities of its personnel, including sub-contractors, have been established in accordance with the statutory regulations, the necessary permits/licences have been issued to deliver the Performance, the training information has been verified and the required confidentiality statements have been signed.

11. Vicarious tax liability

- 11.1. If and insofar as recipients' liability and/or vicarious tax liability applies to the Agreement under Sections 34 and 35 of the Dutch Collection of State Taxes Act 1990 [Invorderingswet 1990], the other party must fulfil any obligations ensuing from this Act.
- 11.2. The other party:
- (a) must cooperate in creating guarantees for the payment of taxes and social security contributions relating to the activity; and
 - (b) will indemnify VodafoneZiggo against and compensate it for liability claims under Section 34 and/or 35 of the Collection of State Taxes Act 1990.
- 11.3. VodafoneZiggo may, in cases to be determined by it, pay a portion of the price either through a guarantee account (hereinafter: 'G account') or directly to the institutions in question (hereinafter: 'direct payment'). The other party will undertake to correctly and fully comply with any related obligations under the law or implementation policy. Any percentage to be paid to the G account or direct payments will be set at forty (40) percent of the wage costs component. The wage costs component percentage will depend on the nature of the work to be carried out. In performing an Agreement, VodafoneZiggo may, if it turns out that the set percentage of the wage component for recipients' liability and/or vicarious tax liability is different from the actual applicable percentage,

adjust the payment to the G account or the direct payment accordingly.

- 11.4. Notwithstanding the provisions in the preceding paragraphs, the obligations, including tax and social security obligations, under the law and implementation policy must be fulfilled for any workers utilised by the other party for the Performance. VodafoneZiggo reserves the right to conduct an audit in this respect. The other party must cooperate in any audit. If VodafoneZiggo has cause to believe that the other party is not correctly or completely fulfilling its obligations towards the Dutch Tax and Customs Administration and/or not fully cooperating in the aforementioned audit, VodafoneZiggo may require additional information and guarantees. As long as these have not been received, VodafoneZiggo need not make any payment to the other party.
- 11.5. Upon request, the other party will submit to VodafoneZiggo within thirty (30) days recent copies of statements, certified as originals, proving that the other party has timely and fully paid turnover tax, payroll taxes, social security contributions and employee insurance contributions for all persons utilised in connection with the Agreement. These statements need to have been drafted by the relevant Tax and Customs Administration and certified as originals. Additionally, after a request to this effect by VodafoneZiggo, the other party must furnish to VodafoneZiggo, within sixty (60) days after each quarter ends, a statement drawn up and signed by a registered accountant in which this accountant states that the obligations under or pursuant to the tax and social security laws for the preceding period were fulfilled. The other party will bear the costs of these statements. The foregoing will apply in full to a worker deemed to be a 'self-employed worker without employees' under the tax laws.
- 11.6. If the reverse-charge mechanism under Section 24b of the Dutch Turnover Tax (Implementation) Decree [Uitvoeringsbesluit omzetbelasting] applies, the invoice must state that the turnover tax has been reverse-charged, in which case the other party will not charge VAT.
- 11.7. If the other party does not perform its obligations under this Article, VodafoneZiggo may suspend its obligations for the duration of the non performance, notwithstanding the other party's obligation to fully perform all of the obligations which it has under the Agreement(s).
- 11.8. The other party will indemnify VodafoneZiggo against and compensate it for any claims by

authorities responsible for implementing the tax and/or social security laws in connection with the activity or claims by any other third party concerning the deduction/payment of taxes and contributions in connection with the activity.

- 11.9. If the other party provides a worker to VodafoneZiggo under an Agreement who must be regarded as a self-employed worker without employees, the other party will inform VodafoneZiggo of this before starting the activity and this will expressly be stated in the Agreement concerned. The other party must be able to show that it does not have to deduct any wage taxes and social security contributions for the worker in question. VodafoneZiggo will never be liable for wage taxes and social security contributions owed to the Tax and Customs Administration, should it become clear at any time that the other party should have deducted these. The other party will indemnify VodafoneZiggo against and compensate it for any claims ensuing from incorrect or other information furnished by the worker or the other party to the Tax and Customs Administration or any other party. The foregoing will apply in full if the other party itself is a self employed worker without employees.

12. Invoicing and payment

- 12.1. Within thirty (30) days of delivery of the Performance, or, insofar as applicable, acceptance as described in Article 14 (Acceptance and inspection), the other party will send an invoice to VodafoneZiggo, except if the parties have agreed on an invoice schedule, in which case they will adhere to this schedule. On its invoices, the other party will as a minimum indicate (i) the reference for the order, (ii) the Purchase order number provided by VodafoneZiggo, (iii) the date of delivery, (iv) the other party's full name and address, as well as its VAT number, (v) VodafoneZiggo's full name and address, (vi) the net cost and VAT rate, plus the associated amount, (vii) the date on which the invoice was issued and the invoice number and (viii) if VodafoneZiggo itself is responsible for the VAT owed, VodafoneZiggo's VAT number and a statement that VodafoneZiggo is responsible for the VAT (the 'VAT reverse-charge mechanism' will then apply). In its invoices, the other party will include a detailed specification of the Performance delivered, as well as the documents used by the other party in calculating the price. If the activities entail workers being brought in, this specification will also include the timesheets for the workers concerned signed by VodafoneZiggo. At VodafoneZiggo's request, the



other party will provide the invoice electronically by e-mail or through an electronic procurement system. The parties agree that if payment or repayment does not occur in a timely fashion and loss due to delay is claimed, Section 6:119 of the Dutch Civil Code [BW] will apply. Payment by VodafoneZiggo will not be owed until the Agreement has been properly performed in full. VodafoneZiggo will pay within sixty (60) days after receiving the invoice, provided the invoice satisfies the requirements stated by VodafoneZiggo and has been sent to the invoice address indicated by VodafoneZiggo.

- 12.2. The other party will only charge VodafoneZiggo the prices and costs explicitly mentioned in the Agreement. As an exception to the preceding rule, if the other party has agreed with a company affiliated with VodafoneZiggo to deliver the Performance at a lower price or for lower costs than the price or costs stated in the Agreement, the other party may only charge VodafoneZiggo this lower price or these lower costs. This lower price or these lower costs will automatically replace the price or costs included in the Agreement between the other party and VodafoneZiggo.
- 12.3. The other party will ensure that all its invoices satisfy the applicable statutory obligations, including with regard to, but not limited to, the tax laws and the company law rules applicable to VodafoneZiggo, so that VodafoneZiggo can demand a full refund of any qualifying amounts from the relevant (tax) authorities, and the other party warrants – insofar as this can reasonably be expected from it – that it will take any action requested from it by VodafoneZiggo to enable such a refund.
- 12.4. If an invoice by the other party does not satisfy the requirements stated in these Purchasing Terms and Conditions and/or the Agreement, the other party will indemnify VodafoneZiggo against any potential ensuing damage.
- 12.5. If the VAT paid (or a portion thereof) turns out in retrospect not to have needed to be paid due to a statutory change, proceedings or other legitimate reason, the other party will immediately give a credit for this payment.
- 12.6. The other party may demand payment from VodafoneZiggo for the activities performed if the relating invoice was received by VodafoneZiggo within one year after performance of the activities ended. This invoice has to meet all the criteria stated in the Agreement. The payment

obligation concerned will be extinguished after the aforementioned year lapses.

- 12.7. As security for the performance of the other party's obligations under the Agreement, VodafoneZiggo may, in situations to be determined by it, require the other party to have an unconditional, irrevocable bank guarantee issued by a bank acceptable to VodafoneZiggo.
- 12.8. Payment by VodafoneZiggo will not mean in any way whatsoever that VodafoneZiggo acknowledges that the Performance and/or delivery has conformed to the Agreement or that VodafoneZiggo waives or forfeits its rights in this regard. Payment by VodafoneZiggo will not discharge the other party from any obligation which it is required to fulfil towards VodafoneZiggo.
- 12.9. Without prejudice to its other rights, VodafoneZiggo may always set off claims which it or one of its group companies within the meaning of Section 2:24b of the Dutch Civil Code has against the other party or its group companies within the meaning of Section 2:24b of the Dutch Civil Code against claims by the other party against VodafoneZiggo or its group companies within the meaning of Section 2:24b of the Dutch Civil Code, irrespective of whether these claims by the other party have been transferred to a third party, irrespective of whether these claims are due and payable and irrespective of the manner in which these claims arose. Supplementary to the foregoing, VodafoneZiggo may also charge the legal or other costs which it had to incur to submit a claim in this connection.
- 12.10. The other party may not set off claims which it has against VodafoneZiggo against claims which VodafoneZiggo has against it.
- 12.11. If VodafoneZiggo disputes invoices, the other party will not be entitled to claim back the Performance to which the invoices relate or to suspend its obligations under the Agreement.

13. Quality and warranty

- 13.1. The other party warrants with respect to the Performance delivered that such Performance:
 - (a) conforms to the Agreement, including when operating at full capacity;
 - (b) is new, unless agreed otherwise, and offers the safety which VodafoneZiggo is entitled to expect;
 - (c) has the characteristics which were promised or may be expected;
 - (d) is suitable for the purpose for which it is

intended or which follows from the nature of the Performance, and the other party warrants in this connection that it ascertained this purpose before delivery;

- (e) is of the highest possible quality, is free from design, structural, manufacturing and other defects, and does not contain any defective materials;
- (f) solely consists of new materials and was produced solely by skilled and competent personnel;
- (g) in the case of Software: does not include any undefined functionalities, diseases or viruses, with the technical and functional characteristics conforming to the agreed specifications;
- (h) in the case of Customised Work: was carried out efficiently, properly and consistently, is complete and accurate, and is of such quality that a reasonably skilled expert would be able to understand, modify and make additions to the Customised Work, in order to, for example, correct defects in the Customised Work, modify the Customised Work and add functionality to it;
- (i) in the case of Customised Software: results in it being possible to generate the object code for the latest version of the Customised Software using the Customised Software's source code;
- (j) complies with the laws and regulations applicable to the site of production, delivery and use, including laws and regulations regarding the environment and working conditions; and
- (k) is full and complete and ready for use, and all resources and documentation necessary for proper operation have also been delivered.

13.2. If, irrespective of the results of any inspection, the Performance proves not to be in conformity with the provisions in paragraph 1, the other party will – at VodafoneZiggo's discretion and written request – repair or replace the Performance at the other party's expense, without prejudice to VodafoneZiggo's other rights (including the right of rescission). If goods are delivered in bulk and a portion of them are defective or do not conform to the Agreement, VodafoneZiggo may, at its discretion, reject the entire delivery or that defective portion. The other party will ensure that it always has sufficient parts in stock and all the necessary skills and knowhow to, if necessary, repair the Performance during the normal lifecycle plus two years. If goods coming from a third party can no longer be used due to normal wear and tear, the other party will ensure that similar functionality can be provided to VodafoneZiggo.

13.3. The warranty period for the Performance will be at least two (2) years after delivery, or, insofar as applicable, acceptance as described in Article 14 (Acceptance and inspection). Lapse of the

warranty period will not affect the rights which VodafoneZiggo may derive from the law and the Agreement. The agreed warranty will in any event entail that the other party will remedy any defect reported in writing by VodafoneZiggo to the other party within the warranty period as soon as possible (but at any rate within seven (7) days) and without interruption, and, if desired, will take temporary measures. The other party will indicate to VodafoneZiggo how much time it will need to repair the defect, what the consequences of the defect and repair work will be for what is related in any connection to the defective Performance and which temporary measures may be taken to approximate the situation of there being no defect. If, after consultation with the other party, it may reasonably be assumed that the other party cannot or will not arrange for repair or replacement (or not in a timely or proper manner), VodafoneZiggo may repair or replace the Performance (or have this repaired or replaced) at the other party's expense. VodafoneZiggo need not consult with the other party if urgent situations compel VodafoneZiggo to do this. If the other party has modified, repaired or replaced the Performance or portions thereof pursuant to this obligation, the full warranty period will take effect again with respect to this Performance or these portions.

13.4. The other party warrants that it will have the knowledge and capacity available during the warranty period which is necessary to perform the warranty activities properly.

13.5. At VodafoneZiggo's first request, the other party will allow inspection of the quality assurance system utilised by it.

13.6. The other party warrants that the Performance will satisfy the CE test requirements and ISO 9000 standards, as proof of which the result will include the CE and ISO quality mark. For machines, devices and processes requiring chemical raw and/or auxiliary materials, the other party will provide the 'Safety Data Sheets' to VodafoneZiggo upon each delivery.

14. Acceptance and inspection

14.1. Upon delivery, the Performance (except for Software) will be subjected by VodafoneZiggo to an acceptance procedure in accordance with VodafoneZiggo's procedures, unless otherwise agreed in writing.

14.2. When Software is delivered, the acceptance

procedure will, at VodafoneZiggo's discretion, be conducted by the other party or VodafoneZiggo in the presence of VodafoneZiggo and/or persons or organisations designated by VodafoneZiggo. The acceptance procedure will not be completed successfully until the other party has received written notice from VodafoneZiggo to this effect. Regardless of the acceptance of the Software, VodafoneZiggo will retain the right to reject the Software for a period of ninety (90) days after acceptance if the Software proves to contain flaws. VodafoneZiggo will not reject the Software if the flaws are not material and do not preclude proper operation of the Software. Nonetheless, the other party will immediately repair the flaws in consultation with VodafoneZiggo and to VodafoneZiggo's satisfaction.

- 14.3. The other party itself will first have the Performance go through an acceptance procedure successfully before offering it to VodafoneZiggo and will not offer anything for acceptance which it knows or reasonably may suspect will not withstand the acceptance procedure successfully. Acceptance of the Performance will not entail any acknowledgment that it conforms to the Agreement and will not affect the obligations ensuing from Article 13 (Quality and warranty), any agreed maintenance or defects which could not reasonably have been discovered during the acceptance procedure. Insofar as partial acceptance procedures are conducted, acceptance of portions of the Performance will not mean acceptance of the entire Performance; in such a case, a full acceptance procedure will still need to be gone through successfully.
- 14.4. If the Performance is rejected in whole or in part during or after delivery, VodafoneZiggo will provide written notice of this to the other party. This notice will constitute a notice of default. VodafoneZiggo will give the other party the opportunity to still provide delivery in accordance with the order within a reasonable period, with a period of thirty (30) days in any event being considered reasonable. If the aforementioned takes place, the payment term applicable to VodafoneZiggo as stated in Article 12 paragraph 1, will be suspended until VodafoneZiggo has accepted the Performance after the default has been repaired. If the other party does not take advantage of this opportunity or is unable to provide proper delivery, VodafoneZiggo may rescind the Agreement without any further notice of default and with immediate effect.
- 14.5. If the Performance is rejected during or after delivery, the ownership and risk will be deemed

to have remained with the other party and therefore never to have passed to VodafoneZiggo. VodafoneZiggo has the right to charge all costs relating to the storage of possibly already delivered goods to the other party.

- 14.6. VodafoneZiggo may inspect the manner of performance of the Agreement (or have this inspected) at any time and take any possible measures which seem reasonable to VodafoneZiggo, including inspecting the sites where the Performance is rendered in whole or in part and conducting a check or audit of the other party's accounting records (or having this conducted). Such cooperation will also entail furnishing the required documentation and information at its expense. Unless otherwise agreed in writing, the other party will pay the costs of tests (or re-tests), inspections (or re-inspections), and checks (or re-checks).
- 14.7. Conducting an inspection or acceptance test or not will not affect any liability on the other party's part or any culpability by VodafoneZiggo itself. If a period has been set for acceptance, VodafoneZiggo's failure to meet this period will not imply any tacit acceptance by VodafoneZiggo.

15. Preparation, progress, suspension and delays

- 15.1. VodafoneZiggo may require the other party to present VodafoneZiggo with a detailed work schedule before the other party starts performing the Agreement.
- 15.2. The schedule must be approved by VodafoneZiggo and will become part of the Agreement after approval. Approval by VodafoneZiggo will not affect the responsibility for the correctness of the work schedule or the other party's ability to effectuate it.
- 15.3. While performing the Agreement, the other party must keep VodafoneZiggo continuously informed of the progress of the performance of the Agreement, specifically with regard to whether the milestones stated in the work schedule will be achieved on time or not.
- 15.4. VodafoneZiggo may suspend the performance of the Agreement in whole or in part at any time and require the other party to interrupt the performance of the Agreement for the duration of a period to be determined by VodafoneZiggo. VodafoneZiggo will not be in default in such a case. Insofar as VodafoneZiggo is solely to



blame for the suspension, VodafoneZiggo will compensate the other party for the actual, demonstrable and reasonably incurred direct costs. The other party must keep the damage ensuing from this suspension to a minimum by taking appropriate measures. If the suspension has lasted more than 30 (thirty) calendar days, VodafoneZiggo may terminate the Agreement with immediate effect, without being obliged to compensate damage or costs, except for the aforementioned direct costs.

- 15.5. If it is foreseeable that the performance of the Agreement will not go according to schedule, the other party must inform VodafoneZiggo as soon as possible and, on its own initiative, make proposals to VodafoneZiggo to avoid or limit the delay.
- 15.6. In urgent situations and if, after consultation with the other party, it may reasonably be assumed that the other party will not or cannot fulfil the obligations described in the Agreement within the stated period, VodafoneZiggo may, at the other party's expense, engage third parties to avoid or limit the delay. This will not discharge the other party from its obligations under the Agreement.

16. Confidentiality, personal data and non-competition

- 16.1. The other party warrants that it will keep confidential and will solely use for purposes of performing the Agreement any information which it has learned, directly or indirectly, from or about VodafoneZiggo and as to which it is clear that this is confidential in nature or which the other party should reasonably recognise is confidential, including – among other things - the Customised Work and personal data which the other party obtains in performing the Agreement, as well as information regarding business activities, processes, strategic or other objectives, products, Intellectual Property Rights, software, contacts and customers. The other party must comply with all industry standards, including NEN7510, ISO/IEC 27001/27002:2013 and NIST 800 53.
- 16.2. Information furnished by VodafoneZiggo will be and remain VodafoneZiggo's property. This will likewise apply to information specifically produced by the other party as part of the security to be designed, such as system reports, audit logs, and reports about actions performed by VodafoneZiggo's employees or the other party's own personnel.
- 16.3. Insofar as the other party is a (data)processor

within the meaning of the Dutch Personal Data Protection Act or the General Data Protection Regulation (effective 25 May 2018), the other party will enter into a further Data Processing Agreement with VodafoneZiggo.

- 16.4. Unless explicitly otherwise set forth in an agreed Data Processing Agreement, the other party shall in any event, in connection with any processing of personal data by the other Party on behalf of VodafoneZiggo in connection with the Agreement:
- (a) comply with the obligations on data processors pursuant to applicable laws and regulations on protecting personal data;
 - (b) process personal data on documented instructions from VodafoneZiggo only, including with regard to transfers of personal data to a country or an international organisation outside the EEA, unless required to do so by EU Union or Member State law to which the other party is subject. In such a case, the other party shall inform VodafoneZiggo of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. VodafoneZiggo instructs the other Party to process the personal data to the extent necessary for the performance of the Agreement;
 - (c) ensure that persons authorised by the other Party to process personal data have committed themselves to confidentiality;
 - (d) take the technical and organisational measures required by article 32 of the General Data Protection Regulation, record these measures in writing and, upon VodafoneZiggo's request, send VodafoneZiggo a copy of this written record. In addition, the other party shall assist VodafoneZiggo in respect of VodafoneZiggo's obligations regarding the security of the personal data;
 - (e) not engage any sub-processor without prior specific written authorisation of VodafoneZiggo. Where such specific authorisation is given by VodafoneZiggo, the other party shall conclude a written agreement with the sub-processor that includes the same data protection obligations as set out in this clause;
 - (f) provide reasonable co-operation and assistance to VodafoneZiggo in respect VodafoneZiggo's obligation regarding requests from data subjects in respect of access to or the rectification, erasure, restriction, blocking or deletion of personal data;
 - (g) immediately inform VodafoneZiggo of any Data Breach and provide reasonable co-operation and assistance to VodafoneZiggo in respect of VodafoneZiggo's obligations regarding the investigation of any Data Breach and the notification to the supervisory authority and data subjects in respect of such a Data Breach;

- (h) provide reasonable co-operation and assistance to VodafoneZiggo in respect of VodafoneZiggo's obligations regarding the preparation of data protection impact assessments and, where applicable, carrying out consultations with the supervisory authority;
 - (i) at the choice of VodafoneZiggo, delete or return all personal data to VodafoneZiggo after the termination or expiry of the Agreement, and delete existing copies unless EU Union or Member State law requires storage of the personal data;
 - (j) make available to VodafoneZiggo all information necessary to demonstrate compliance by the other party with the obligations laid down in this article and the applicable laws and regulations on protecting personal data, and allow for and contribute to audits, including inspections, conducted by VodafoneZiggo or another auditor mandated by VodafoneZiggo.
- 16.5. The other party may not publicise the performance of the Agreement in any form whatsoever without VodafoneZiggo's prior written permission.
- 16.6. The other party warrants that, except with VodafoneZiggo's prior written permission, it will not, during the term of the Agreement and for twelve (12) months after it ends:
- (a) directly or indirectly hire VodafoneZiggo's employees who were directly or indirectly involved in performing the Agreement (or otherwise have these employees provide services); nor
 - (b) use the other party's employees for activities relating to products and services which compete with those of VodafoneZiggo, with such products and services including products and services which serve the same or nearly the same purpose as the products and services to which the Agreement relates.
- 16.7. The other party will comply with the 'Payment Card Industry Data Security Standard' ('PCI DSS') (see <https://www.pcisecuritystandards.org/index..html>).
- 16.8. The other party will indemnify VodafoneZiggo against third party claims ensuing from breaches of this Article.
- 16.9. If it breaches this Article, the other party will owe VodafoneZiggo an immediately due and payable penalty of EUR 50,000 (fifty thousand euros), plus EUR 1,000 (one thousand euros) for each day that the breach continues.
- 17.1. The other party may not use in any respect whatsoever patents, copyrights, neighbouring rights, designs, trade names, trademarks, logos or any other Intellectual Property Rights of VodafoneZiggo, nor use any words, images or symbols which, in VodafoneZiggo's judgment, may indicate or imply VodafoneZiggo's involvement in or consent to any written or oral advertisement or presentation, brochure, newsletter, book or other published material. If the use referred to in the previous sentence is, however, necessary to perform the Agreement, the other party will only do this after it has received written permission.
- 17.2. The other party will sell and transfer to VodafoneZiggo any Intellectual Property Rights and other rights regarding the Performance, including those pertaining to Customised Work. Upon delivering the Performance, the other party warrants that:
- (a) it is the sole owner of the Intellectual Property Rights and other rights concerning the result of the Performance; and
 - (b) the Performance delivered is not subject to third party rights.
- 17.3. Insofar as personality rights cannot be transferred, the other party will, on behalf of its subordinates and agents as well, waive its right (insofar as legally permissible) to exercise these rights against VodafoneZiggo or a party acquiring those Intellectual Property Rights and other rights. At VodafoneZiggo's first request, the other party will perform any actions which VodafoneZiggo deems necessary to request, extend or transfer these rights, such as signing documents. The other party will grant VodafoneZiggo an irrevocable power of attorney to perform all these actions. VodafoneZiggo may decide whether it will utilise this power of attorney or have the other party perform these actions.
- 17.4. The other party will grant VodafoneZiggo a non exclusive, transferable, irrevocable, perpetual and worldwide licence to use the Standard Software, including for loading, displaying, executing, transmitting and storing it and creating reserve copies of it, irrespective of the location of the use, the computers on which it is used, the number of users and the purpose for which it is used. VodafoneZiggo may, at the other party's expense, agree on the aforementioned (or another type of) licence directly with the relevant third parties.
- 17.5. The other party warrants that it is entitled to transfer the Performance (except for Standard Software) or to license it (in the case of Standard Software) in accordance with these

17. Intellectual Property Rights

Purchasing Terms and Conditions and that the Performance and the use, transfer and resale of the Performance (except for the Standard Software) or the licensing of it (in the case of Standard Software) does not infringe third parties' Intellectual Property Rights or other rights.

- 17.6. If the other party breaches or threatens to breach a warranty included in this Article, the other party must:
- (a) acquire the right to transfer the Performance (except for Standard Software) or licence it (in the case of Standard Software) in accordance with these Purchasing Terms and Conditions; and, if that is not reasonably possible;
 - (b) replace the Performance concerned (except for the Customised Work) with equivalent alternatives which do not infringe third parties' Intellectual Property Rights or other rights; and, if that is not reasonably possible;
 - (c) modify the Performance concerned in such a way that the infringement is eliminated, all of this:
 - i. in consultation with VodafoneZiggo;
 - ii. without additional costs arising for VodafoneZiggo besides the agreed purchase price; and
 - iii. without the functionality or possibilities for use being more limited than with the original Performance to be delivered.
- 17.7. The other party will indemnify VodafoneZiggo against and compensate it for claims, damage and costs ensuing from any infringement of or breach under this Article.

18. Spare parts and maintenance

- 18.1. If goods are delivered as part of the Performance, the other party warrants that the goods, parts for the goods and the maintenance necessary to maintain the goods in good condition may be procured or acquired by VodafoneZiggo from the other party's stock for a period to be determined for the goods concerned in accordance with generally accepted standards at the prices applicable when the Agreement was concluded or, if the prices at the time of procurement or acquisition are lower, at prices in line with the market, even if the production of those goods has stopped in the meantime. The aforementioned period will start to run at the time of acceptance or, if agreed, at the time of delivery and will be at least seven (7) years for goods (except for Software) and at least two (2) years for Software. If production of the goods is ceased, the other party will inform VodafoneZiggo of this in writing and about the option of a last-time buy. If the other party decides to no longer deliver goods, it

will provide VodafoneZiggo written notice at least twelve (12) months beforehand of its intention to no longer deliver such goods, along with a confirmation of the exact date on which the goods will no longer be delivered and (if available) an alternative. The other party must provide VodafoneZiggo any reasonable support to find a suitable alternative for such goods, either from the other party or from a recommended third party.

- 18.2. If Software is delivered and releases are involved, the other party will also warrant that, at VodafoneZiggo's request, it will deliver the most recent version, updates and upgrades and will provide maintenance for these versions, updates and upgrades for at least two (2) years after the introduction of a new version. This will in any case occur free of charge for the duration of the warranty period.

19. Takeover, transfer, encumbrances and sub-contracting

- 19.1. The other party will not have a third party take over the Agreement or the rights or obligations ensuing from it without VodafoneZiggo's prior written permission and will not encumber the rights ensuing from the Agreement or transfer them to a third party. After written notice to the other party, VodafoneZiggo may transfer any agreement with the other party or the rights or obligations ensuing from it to a company within the VodafoneZiggo Group.
- 19.2. The other party will not outsource the performance of the Agreement in whole or in part to third parties without VodafoneZiggo's prior written permission. If VodafoneZiggo grants this permission, the other party will remain jointly and severally liable for the fulfilment of the Agreement or obligations taken over or outsourced performance or compliance with the tax and social security laws.
- 19.3. VodafoneZiggo may deny the permission referred to in this Article without stating reasons or attach additional conditions to this permission, including the conditions that:
- (a) the third party to which performance of the Agreement is outsourced will be bound by all obligations ensuing for the other party under this Agreement;
 - (b) VodafoneZiggo will receive a copy of the sub-contract and any change to it; and
 - (c) pursuant to a provision in the sub-contract, VodafoneZiggo will be able to assert rights directly against this third party as if VodafoneZiggo were



the other party.

20. Liability and penalties

- 20.1. The other party must compensate any damage or costs which VodafoneZiggo suffers or incurs because of or in connection with a breach by the other party.
- 20.2. The other party will indemnify VodafoneZiggo against and compensate it for any claims, damage or costs by third parties, including VodafoneZiggo's personnel and those persons otherwise working at VodafoneZiggo's instruction, (i) for compensation of damage which they suffer because of or in connection with the performance of the Agreement and (ii) concerning violations of laws or regulations committed by the other party, even if these are unrelated to the Agreement.
- 20.3. The other party warrants that it has adequately insured itself and will continue to adequately insure itself against liability and risks associated with the performance of the Agreement (it will at least take out liability insurance, professional liability insurance and, insofar as relevant, CAR insurance). The other party warrants that the products which it possesses from VodafoneZiggo will be and will remain adequately insured, including against damage ensuing from improper or inadequate processing. The other party will be liable for the timely payment of any premiums or costs related to the aforementioned insurance.
- 20.4. VodafoneZiggo, VodafoneZiggo's personnel, those persons otherwise working at VodafoneZiggo's instruction or the instruction of an affiliated company and third parties for which VodafoneZiggo is vicariously liable, will not be liable for damage or costs which the other party suffers or incurs because of or in connection with the performance of the Agreement, regardless of the legal ground on which liability is based, except if such damages result from deliberate recklessness by VodafoneZiggo or VodafoneZiggo's senior management,.
- 20.5. If Performance conforming to the Agreement has not been rendered at the agreed location within the agreed period, the other party will owe VodafoneZiggo a penalty of one percent (1%) of the total price of the Performance concerned for each day that the breach continues, up to a maximum of ten percent (10%) of this price. If it is apparent at the aforementioned time that the Performance concerned has become permanently impossible, the penalty will be owed in full at that time.

- 20.6. Any penalties stated in the Agreement, including the penalty stated in paragraph 5 of this Article and in Article 16 paragraph 9, will be increased by turnover tax, will be immediately due and payable, will be forfeited without any further demand and will not affect VodafoneZiggo's other rights, including the right to seek specific performance of the Agreement and the right to damages in addition to (or on top of) the amount of the penalty.

21. Insurance

- 21.1. At VodafoneZiggo's request, the other party must immediately provide the policies and proof of payment of the premiums for the insurance referred to in the Agreement.
- 21.2. By signing the Agreement, the other party will pledge to VodafoneZiggo any claims which the other party has or will obtain pursuant to an insurance agreement, insofar as these relate to the performance of the Agreement. At VodafoneZiggo's discretion, VodafoneZiggo may inform the relevant insurers of the pledge or register the Agreement.
- 21.3. If, in connection with any liability towards VodafoneZiggo, the other party may claim a benefit under an insurance agreement, the other party must ensure that these benefits are paid directly to VodafoneZiggo or for the benefit of VodafoneZiggo. VodafoneZiggo may require that:
 - (a) the other party, at VodafoneZiggo's discretion, be designated as the sole beneficiary or co-beneficiary under the insurance agreement;
 - (b) the other party, at VodafoneZiggo's discretion, pledge, with or without notice to the debtor, any insurance claim to VodafoneZiggo (if necessary, once again or subsequently); or
 - (c) the other party give VodafoneZiggo an irrevocable power of attorney to receive benefits under a claim.
- 21.4. Insurance by the other party will not limit its liability nor result in co-liability/fault by VodafoneZiggo.
- 21.5. Without prejudice to the other party's other obligations under this Agreement, the other party will inform VodafoneZiggo immediately of any damage, loss or injury arising in connection with the Agreement.
- 21.6. The other party may not terminate the insurance referred to in this Article, change the conditions



of the insurance or reduce the insured amount without VodafoneZiggo's prior written permission.

22. Escrow agreement

22.1. The other party will, at VodafoneZiggo's first request, ensure that the source code, technical documentation, specifications, data models and related algorithms regarding the Performance (particularly Standard Software) have been/will be deposited in escrow ('the Deposit'), and the other party may require delivery from the escrow agent and will be entitled to use and modify the Deposit (or have this used or modified) if the depositor:

- (a) ceases its business operations;
- (b) is declared insolvent; or
- (c) is no longer able to fulfil the maintenance obligations.

22.2. The other party will fulfil the obligation stated in paragraph 1 by:

- (a) if an escrow agreement has already been concluded, giving VodafoneZiggo a copy of this and the opportunity to join this agreement as a third party / beneficiary; and
- (b) if VodafoneZiggo opts not to become a party to an already existing agreement for whatever reason: (i) insofar as the other party holds the Intellectual Property Rights regarding the Deposit, concluding a new escrow agreement with VodafoneZiggo which satisfies the requirements of paragraph 1 or (ii) insofar as the other party does not hold the Intellectual Property Rights regarding the Deposit, ensuring, insofar as reasonably possible, that the party which does hold these Intellectual Property Rights concludes a new escrow agreement with VodafoneZiggo which satisfies the requirements of paragraph 1.

22.3. Unless otherwise agreed, the escrow agreement will be entered into for an indefinite period of time.

23. Termination, rescission, imputable breach and non-imputable breach

23.1. VodafoneZiggo may terminate any Agreement with the other party at any time without being obliged to compensate any damage as a result of such termination. Of course, termination will not affect VodafoneZiggo's contractual payment obligation with respect to the portion of the Agreement already performed.

23.2. Any agreed periods, including delivery periods, will represent strict deadlines for the other party. If these periods are exceeded, the other party

will immediately be in default, without a notice of default being required. The other party will be in default by operation of law in the following situations:

- (a) the other party breaches the Agreement;
- (b) the other party must reasonably be deemed to not or no longer be able to fulfil its obligations;
- (c) any permits/licences for the other party have been revoked;
- (d) the other party and/or its personnel have stolen, misappropriated or misused goods which are owned by VodafoneZiggo or which have been furnished by VodafoneZiggo to the other party, or there is reason to suspect this;
- (e) the other party and/or its personnel have committed criminal acts, or there is reason to suspect this;
- (f) the other party is not complying with the anti-corruption and other provisions mentioned in Article 24 and/or is not fulfilling the disclosure obligations mentioned in that Article and/or there is a conflict of interest, without prejudice to VodafoneZiggo's right to damages, with such situation possibly providing cause for VodafoneZiggo to notify the applicable authorities;
- (g) VodafoneZiggo has been sued by a third party in connection with an infringement of Intellectual Property Rights connected with the Agreement;
- (h) in the event of an insolvency, suspension of payments, attachment, shutdown, dissolution, discontinuation, cessation, liquidation, debt restructuring, merger, acquisition or any similar situation for the other party's business;
- (i) if the other party's business is moved in whole or in part or is located in a foreign country or a decision has been taken to that end.

23.3. If the other party is in default, VodafoneZiggo may:

- (a) unilaterally rescind the Agreement in whole or in part with immediate effect and without court intervention through written notice to the other party, irrespective of the nature or significance of the breach;
- (b) suspend its obligations, including its payment obligations;
- (c) perform the Agreement in whole or in part itself or have someone else perform this in whole or in part at the other party's expense and risk; and
- (d) nullify the performance of the Agreement (or have this nullified) in whole or in part, on the understanding that, if the other party commits a breach and VodafoneZiggo must by law send a notice of default before being able to rescind, VodafoneZiggo will send such a notice, with the reasonable period which the other party must be granted to perform never having to exceed thirty (30) days and VodafoneZiggo being able to rescind the Agreement once performance has not

occurred within this reasonable period.

- 23.4. Any claims which VodafoneZiggo may have or acquire against the other party in the situations described in this Article will be immediately and fully due and payable. Any potential out-of-court costs, expressly including sending demand letters, making settlement and other proposals, and performing other preparatory acts, as well as the court costs which VodafoneZiggo incurs as a result of the other party's breach, will be paid by the other party.
- 23.5. If the other party claims that the breach is not imputable to it, VodafoneZiggo may suspend its obligations, including payment obligations. VodafoneZiggo will not be in default in such a case. Strikes, understaffing, normal sickness absences, shortages of raw materials, transport problems and disruptions in production will in any event be imputable to the other party. If the non-imputable breach lasts longer than thirty (30) days, VodafoneZiggo may at any rate rescind the Agreement by registered letter without a notice of default being required.
- 23.6. If VodafoneZiggo claims that the breach is not imputable to it and the non-imputable breach lasts longer than thirty (30) days, VodafoneZiggo may terminate the Agreement.
- 23.7. If VodafoneZiggo terminates the Agreement through notice of termination, rescission or otherwise, it need not compensate damage or costs, unless expressly stated otherwise, and this will apply without prejudice to any rights which VodafoneZiggo has, including its right to full compensation, penalties and specific performance.
- 23.8. If the Agreement between VodafoneZiggo and the other party is terminated, the other party will immediately refund to VodafoneZiggo any amounts which VodafoneZiggo has made as pre payments for the period to which the Agreement no longer applies. In addition, the other party will refund to VodafoneZiggo any payments which VodafoneZiggo has made for the Performance to which the terminated Agreement relates. If VodafoneZiggo cannot reverse or return the Performance carried out by the other party when the Agreement pertaining to the Performance is terminated, VodafoneZiggo will consult with the other party to together come up with a reasonable value for such Performance, after which VodafoneZiggo will pay this value – after consensus on it – to the other party. If the Performance can be reversed or returned by VodafoneZiggo, VodafoneZiggo can decide

whether to leave this Performance intact and pay the other party the aforementioned value, or reverse or return the Performance. In the latter case, VodafoneZiggo will do this at the other party's expense and risk.

- 23.9. If VodafoneZiggo wishes to return goods in accordance with the aforementioned provisions, the other party must, at VodafoneZiggo's first written request, accept the delivery of the aforementioned goods and refund the purchase price for these goods to VodafoneZiggo, including the taxes paid by VodafoneZiggo and other costs associated with the purchase. VodafoneZiggo will retain the title regarding the aforementioned goods after the Agreement is terminated, as security for the repayment of the aforementioned amounts, as well as any claims which VodafoneZiggo has against the other party in relation to the Agreement. The other party will accept that, at VodafoneZiggo's first request, it will provide a bank guarantee concerning the amounts which the other party must refund to VodafoneZiggo and that VodafoneZiggo will be entitled to pledge the goods as security for repayment and any claims which VodafoneZiggo has against the other party and that VodafoneZiggo may therefore deliver the goods back to the other party in a pledged state. The other party will not resell, otherwise transfer ownership of or encumber the goods to be delivered back by VodafoneZiggo until VodafoneZiggo has been fully repaid and compensated for the aforementioned purchase costs, taxes and other claims.
- 23.10. Rights and obligations which, by their nature and substance, are intended to continue after the Agreement is terminated, will remain in full force after the Agreement ends.

24. Anti-corruption and conflicts of interest

- 24.1. The other party - including its employees, agents, consultants, contractors and subcontractors - shall:
- act in accordance with all Applicable Laws on bribery and corruption;
 - not do or omit to do anything likely to cause VodafoneZiggo to be in breach of any of the referred to (a);
 - not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
 - maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with the law under clause (a) ;

- (e) reasonably assist VodafoneZiggo, on VodafoneZiggo's reasonable request and expense, to comply with obligations related to bribery and corruption required by the law which apply to VodafoneZiggo; and
- (f) the other party shall only be paid by VodafoneZiggo, for goods delivered or services performed, by wire transfer or other traceable instrument to a bank account in the other party's name and maintain accurate and detailed accounting records for transactions including cash and bank accounts and maintain an effective system of internal control and monitoring.

24.2. The other party shall promptly notify VodafoneZiggo of any allegation of fraud, bribery or corrupt practices made against the other party in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations; at any time during the term of this Agreement or at any time preceding the start of the term of this Agreement;

24.3. The other party hereby indemnifies VodafoneZiggo and its directors, officers, employees, agents and affiliates against all losses which they may suffer as a result of a breach or deemed breach of this clause by the other party.

24.4. The other party will state, warrant and undertake to VodafoneZiggo that, if there is a conflict of interest, written notice of this will be given to VodafoneZiggo by an authorised officer of the other party.

25. Sanctions and export control

- 25.1. The other party shall in the context of the Services:
- (a) comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ('Sanctions'), as well as all trade control laws and regulations ('Trade Control Laws') enacted or enforced by the governments of the United Kingdom, European Union, United States of America and any other relevant country
 - (b) not knowingly do anything which may cause VodafoneZiggo or members of its Group to breach Sanctions;
 - (c) provide such assistance, documentation and information to VodafoneZiggo as VodafoneZiggo may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services; and
 - (d) notify VodafoneZiggo in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to the Applicable

Laws or any material change in the status of any of the parties to this agreement in respect of:

- Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction (as stated in (a) above);
- Licence or authorisation status e.g. a loss of licence/authorisation in respect of Sanctions or Trade Controls;

25.2. VodafoneZiggo shall have the right to terminate the agreement(s) with the other party if any of the provisions of this clause are breached.

25.3. VodafoneZiggo shall have the right to seek indemnities from the other party which has breached the relevant provisions for any direct losses incurred.

26. Applicable law, disputes, voidability

26.1. The Agreement and any agreements ensuing from it will be governed exclusively by Dutch law. The Vienna Sales Convention (CISG) will expressly not apply, nor will the rules under Dutch private international law.

26.2. Disputes arising between the parties in connection with this Agreement or agreements ensuing from it, including those only regarded as such by one of the parties, will be resolved as much as possible in consultation.

26.3. Any disputes between the parties will be brought before the competent court in the District of Utrecht, the Netherlands. Notwithstanding the foregoing, the parties will be free to seek preliminary relief from a competent court.

26.4. If any provision in the Purchasing Terms and Conditions, the Agreement or any agreements ensuing from it is invalid or voidable or otherwise does not have effect, the other provisions will continue to apply in full and VodafoneZiggo will determine a permissible provision which approximates the tenor of the original provision as much as possible. This new provision will replace the original provision.

26.5. Any agreements between the parties will not take effect until they have been put down in writing and signed by the other party.

27. Ethical and sustainable procurement code

27.1. VodafoneZiggo seeks to have a responsible, sustainable and ethical procurement chain with

its suppliers in which the working conditions are safe, workers are treated fairly and with respect, companies conduct their business operations in an ethical manner and harm to the environment and surrounding areas is minimised. To specify VodafoneZiggo's wishes and requirements concerning the foregoing, VodafoneZiggo has drawn up a sustainable and ethical supplier code. This will be an integral part of any agreement which VodafoneZiggo concludes with a supplier. VodafoneZiggo may amend and/or supplement the sustainable and ethical supplier code at any time, and the code will be binding on the supplier. The code may be viewed through the following link: www.vodafoneziggo.nl/duurzaaminkopen.

Safety, Health and the Environment ('SHE')

28. SHE conditions

- 28.1. These VodafoneZiggo SHE regulations will constitute part of the Agreement.
- 28.2. At VodafoneZiggo's request, the other party will submit a valid risk identification and assessment, including an action plan, for its company.
- 28.3. The other party will conduct its business and maintain records in such a way that the applicable working conditions laws are complied with. Further, the other party will comply with a request by VodafoneZiggo to examine the relevant documents in this area if it is reasonably likely that VodafoneZiggo needs such examination or information to fulfil its own legal obligations (including with regard to the destination of waste, working in contaminated soil and so on).
- 28.4. The other party must inform the personnel of the substance of this Article and any additional provisions in the Agreement. The other party's supervisory personnel must have received – in VodafoneZiggo's judgment – proper safety training and must be familiar with these further SHE regulations and/or instructions specifically applicable to the Agreement and will have primary responsibility on the other party's behalf to take any measures necessary under the aforementioned regulations.
- 28.5. Operational staff must have 'SCC Basic Safety' ['Basisveiligheid VCA'] certification, while managerial personnel must have 'Safety for Operational Managers' ['Veiligheid voor Operationeel Leidinggevenden (VOL-VCA)'] certification, or the equivalent. Judgment on the sufficiency of the training will be reserved to VodafoneZiggo. Certificates must be submitted upon request.
- 28.6. VodafoneZiggo and the other party will comply with the provisions in Part 5 – Construction Process (Sections 2.23 to 2.35) of the Dutch Working Conditions Decree [Arbobesluit], entailing that:
- (a) If necessary, VodafoneZiggo will, pursuant to Sections 2.27 (scope of work) and 2.28 (for special risks) and if it works in contaminated soil (in accordance with CROW 400), draw up a design phase Health & Safety ('H&S') plan (or have this drawn up). The other party must formulate an execution phase H&S plan based on the design phase H&S plan.
 - (b) VodafoneZiggo will appoint one or more coordinators under Section 2.29 Dutch Working Conditions Decree, and the other party will appoint one or two coordinators for the execution phase. VodafoneZiggo will monitor the coordinators' duties described in Section 2.30, and the other party will monitor the coordinators' duties described in Section 2.31 of this Decree.
 - (c) With a view to SHE, the other party must coordinate performance of the delivery with VodafoneZiggo and with third parties engaged by it and/or by VodafoneZiggo which provide delivery for VodafoneZiggo. It will inform VodafoneZiggo immediately if any difficulties arise or damage threatens for VodafoneZiggo in connection with such coordination. It will timely indicate to VodafoneZiggo before or during the performance of delivery whether there is a need for consultation with VodafoneZiggo and/or with third parties engaged by VodafoneZiggo for the delivery about the SHE situation and about the measures to be taken in that respect.
- 28.7. Delays during delivery due to compliance with SHE regulations or other specific regulations which the other party reasonably could have been aware of will not be considered force majeure situations. VodafoneZiggo may therefore cause performance of the delivery to stop, without consequently being obliged to pay any form of compensation.
- 28.8. Written permission from the representative of the relevant VodafoneZiggo office/department may be required for delivery to be performed on the worksite. To obtain the necessary permission, the other party must contact the relevant VodafoneZiggo site/department.
- 28.9. Materials, equipment and tools, such as personnel protective equipment, technical safety equipment, lifting gear and devices, climbing equipment and scaffolding, welding tools and so forth, which are used during delivery must be in good condition



and comply with the relevant laws and regulations and the requirements set by the Dutch Social Affairs and Employment Inspectorate or other recognised testing bodies.

28.10. If either the use of special safety materials or personal protective equipment is mandated by VodafoneZiggo or if there is no such provision but the specific delivery nevertheless justifies such use, the other party and its personnel and the third parties engaged by it must use these in conformity with the instruction.

28.11. Before commencing delivery, the other party must formulate an execution phase H&S plan based on the design phase H&S plan. The other party will be responsible for the content and execution of this plan. The other party must submit the execution phase H&S plan to VodafoneZiggo, so that VodafoneZiggo can check it, and one of VodafoneZiggo's substantive experts will do the check. Based on this check, the other party will revise the H&S plan as necessary.

28.12. As a rule, the other party, the personnel and sub-contractors will avoid and control risks as much as possible in accordance with the working conditions laws. Likewise, the other party will provide the personnel with proper personal protective equipment as necessary.

28.13. If VodafoneZiggo observes a situation, working method or conduct which is unsafe, undermines safety or is harmful to health or the environment, it may require the other party to make changes within a stated period in a manner to be indicated by VodafoneZiggo.

28.14. The other party will undertake to immediately report to VodafoneZiggo in accordance with the procedures applicable at VodafoneZiggo any accidents, near-accidents or incidents regarding safety, health or the environment which occur during or in connection with delivery. The other party must participate in an investigation to be conducted by VodafoneZiggo in that respect. Refusal to comply with or obstruction of the foregoing may result in immediate termination of the Agreement, without any right to compensation by VodafoneZiggo.

28.15. As necessary, the other party and third parties engaged by it to carry out delivery will utilise key experts certified under the working conditions laws (company medical officer, higher level safety expert, occupational hygienist, and employment and organisation specialist).

28.16. The other party will indemnify VodafoneZiggo against the penalties and other levies imposed as a result of SHE incidents ascribed by the enforcement authorities to VodafoneZiggo, but caused by the other party or by third parties engaged by it.

28.17. The SHE regulations and instructions in this Article and any other such regulations and instructions in effect at VodafoneZiggo may be amended and/or supplemented by VodafoneZiggo at any time, and will be binding on the other party and those parties which it engages for its delivery.

29. Performance of activities and supervision

29.1. The other party must perform the activities carefully and in full accordance with the Agreement.

29.2. The other party must perform the activities utilising skilled and competent individuals.

29.3. The other party must arrange for proper supervision and management.

29.4. Besides the statutory regulations on safety and health, the other party must comply with VodafoneZiggo's regulations in this regard and must ensure that the persons charged by the other party with performing and supervising the activities comply with these regulations, without any additional costs arising for VodafoneZiggo.

29.5. Unless agreed otherwise, the other party will at its expense be responsible for applying for, receiving and complying with permits/licences, exemptions and other government documents necessary to perform the Agreement.

29.6. Before the activities start, the persons charged by the other party with performing and supervising the activities must follow a working conditions instruction to obtain access to VodafoneZiggo's sites and/or buildings or the worksite. Who (VodafoneZiggo or the other party) will provide this instruction will be determined in consultation. The instruction will apply for a definite period of time.

29.7. Compliance with safety regulations, work instructions and the communications about this is essential for the safety of the operational staff. The other party must comply with the regulations applicable to the work locations concerned and must ensure that the persons charged by the other party with performing and supervising the activities comply with these regulations.



- 29.8. If VodafoneZiggo requests this, the other party must furnish VodafoneZiggo a written statement of the personal details (and changes in these) relevant to the performance of the activities for the persons performing the work for VodafoneZiggo.
- 29.9. Upon request, the other party will, at VodafoneZiggo's discretion, utilise timesheets or other monitoring tools to determine the time worked by the persons referred to in this Article.
- 29.10. Unless otherwise agreed in writing, the working hours of the persons referred to in this Article will be between 6.00 a.m. and 8.00 p.m. on business days, to be determined later in consultation with VodafoneZiggo, taking into account a half-hour lunch break for which compensation will not be paid. Separate approval must be obtained from VodafoneZiggo for work outside these working hours or more than eight hours of work per day.
- 29.11. To gain access to or stay at and/or in VodafoneZiggo's sites and/or buildings or the worksite, individuals must, at the request of VodafoneZiggo or the security service appointed by VodafoneZiggo, always be able to provide proof of their identities through valid IDs. Insofar as individuals receive an access pass to perform the activities, these will remain VodafoneZiggo's property and strictly personal. This access pass must be returned when the activities end. If the passes get mislaid, go missing or are not returned, the other party will owe VodafoneZiggo compensation for each pass. These costs may, if appropriate, be subtracted from the other party's invoices.
- 29.12. Individuals charged by the other party with performing or supervising the activities at one of VodafoneZiggo's sites must be registered in accordance with the applicable procedure at least one week before the activities start.
- 29.13. VodafoneZiggo may deny individuals access to the sites and/or buildings or the worksite or require that the other party remove them immediately from those sites or buildings if they:
- are obviously unsuited for their duties in VodafoneZiggo's opinion;
 - misbehave in such a way that, in VodafoneZiggo's opinion, they obviously cannot be allowed to stay at the sites or in the buildings;
 - cannot, in VodafoneZiggo's opinion, be allowed entry to the sites or buildings or be permitted to stay there because of security considerations;
 - obviously act contrary to an obligation under the Agreement;
 - do not comply with the safety regulations under the Dutch Working Conditions Act [Arbowet].
- 29.14. Specifically, having or using alcoholic beverages, drugs and/or substances which affect people's responsiveness in any way will be prohibited at VodafoneZiggo's sites. Being under the influence of alcoholic beverages and/or drugs while at VodafoneZiggo's sites will also be prohibited. The costs incurred or to be incurred by the other party with respect to the situations mentioned in this paragraph may not be set off. The other party must immediately arrange for a replacement at VodafoneZiggo's first request.
- 29.15. The other party must provide any assistance necessary to enable VodafoneZiggo's security service to monitor the incoming and outgoing items and people. Incoming and outgoing vehicles must specifically be subject to an inventory list.
- 29.16. Goods may only be stored by or for the other party at or in VodafoneZiggo's sites or buildings with VodafoneZiggo's express written permission and only at locations designated by VodafoneZiggo. Unless otherwise agreed in
- ### 30. Hazardous substances and auxiliary materials
- 30.1. Regarding the delivery of goods and/or services, the provisions below will apply to the delivery or use of hazardous substances at VodafoneZiggo's sites or in VodafoneZiggo's buildings or at the worksite. 'Hazardous substances' will in any event mean substances which, on account of their intrinsic properties or the circumstances under which they occur, may pose a risk to or cause damage or serious discomfort to people, animals or the environment.
- 30.2. The following (but not limited to) categories of substances represent hazardous substances which are harmful to people and the environment:
- poisonous substances;
 - substances which can explode;
 - carcinogenic and mutagenic substances;
 - substances which harm fertility or unborn children.
- 30.3. For substances in the aforementioned categories, a safety information sheet, Material Safety Data Sheet or International Chemical Safety Card must be provided in accordance with the legally applicable provisions, in which the necessary data is included, for example, concerning:
- the identity of the substance;
 - the hazards associated with the substance for the safety and health of the workers in question;



- (c) the hazards associated with the substance for people and the environment;
- (d) the way in which the above-mentioned hazards can be avoided or limited as much as possible;
- (e) first-aid measures;
- (f) fire-fighting measures.

used, on the understanding that, if processing with or on them occurs, working methods accepted beforehand, including skin, respiratory and other protective devices, must be used.

30.4. If hazardous substances from the aforementioned categories are delivered, the safety information sheet, Material Safety Data Sheet or International Chemical Safety Card must be provided on or before the date that the substance is delivered for the first time. If one or more changes relevant to the safety or health of workers or to the environment occur in the data included in the safety information sheet, Material Safety Data Sheet or International Chemical Safety Card, a revised safety information sheet must be furnished.

30.5. For deliveries in which the aforementioned hazardous substances are among the items delivered, a dispensation from VodafoneZiggo will be necessary to hold and/or apply these substances. For a dispensation to be obtained to apply these substances, the substances must be reported by the other party through the contact persons designated in the order form, with the relevant safety information sheet, Material Safety Data Sheet or International Chemical Safety Card being furnished. VodafoneZiggo may require that a sample also be provided by the contact person for analysis. The other party must take into account the time needed to obtain a dispensation. The foregoing will apply in particular to carcinogenic, toxic, reprotoxic and mutagenic substances. A dispensation granted earlier may be used for substances already known to us for which a dispensation was given.

30.6. Substances which are discovered and for which the necessary dispensation was not granted and/or the relevant safety information sheet, Material Safety Data Sheet or International Chemical Safety Card was not provided will be removed from the site or the buildings by or for VodafoneZiggo. VodafoneZiggo will not reimburse the costs incurred or time spent waiting in this respect. Costs incurred by VodafoneZiggo and/or third parties in this regard may, if appropriate, be billed.

30.7. Packaging must be labelled in the prescribed manner and include hazard symbols, so that the content is clear and limitation of the use to what has been agreed on can be ensured.

30.8. Asbestos, slag wool and ceramic fibres may not be used. Glass wool and/or rock wool may be



