

#### I – GENERAL REMARKS:

Placing an order automatically entails acceptance of these General Terms of Sale and, where relevant, of the special conditions specified at the time of the order.

Offers are valid within the limits of the option period which, unless otherwise stipulated, is fifteen days starting from the presentation of the offer. Any information on the catalogues, manuals and price lists is for information only; EXCLUSIVE NETWORKS may make changes to it at any time without notice.

No additions, omissions or modifications to any of the provisions of these terms of sale will be binding on EXCLUSIVE NETWORKS without their written agreement.

#### II – THE ORDER:

Any clauses or special purchase conditions on the customer's purchase order that are in contradiction with these terms and conditions are not applicable, except with the express written agreement of EXCLUSIVE NETWORKS. An order only becomes valid after its receipt has been acknowledged by EXCLUSIVE NETWORKS. EXCLUSIVE NETWORKS may notify its refusal of the order within three days of its receipt. Any changes to the order notified by EXCLUSIVE NETWORKS during this period shall be considered accepted by the customer, unless the customer notifies EXCLUSIVE NETWORKS of its opposition in writing within three days starting from the date of the notification. In the event of a change, the order shall only be considered final upon receipt of the customer's consent, or on expiry of this three-day period. In the event of a modification of any kind (designation, quantity, etc.) to an order already received and confirmed by EXCLUSIVE NETWORKS, the conditions granted previously cannot be extended without EXCLUSIVE NETWORKS' consent.

An order accepted may nonetheless, be cancelled by EXCLUSIVE NETWORKS should the customer fail to fulfil their obligations arising from article XIV.

#### III – THE PRODUCTS AND SERVICES ORDERED:

EXCLUSIVE NETWORKS' commercial proposal and invoice itemise the products and services ordered, which may be hardware, software or related services.

##### Hardware sales:

EXCLUSIVE NETWORKS sells hardware sourced from different suppliers, for whom they are the authorized distributor. The technical characteristics and documentation of this hardware is the responsibility of the supplier and is handed over as is by EXCLUSIVE NETWORKS.

##### Supply of software:

EXCLUSIVE NETWORKS grants the customer the right to use each software programme ordered or which is integrated into hardware sold. The conditions under which this right of use is granted, and the obligations the customer accepts vis-à-vis the supplier of the software concerned, may be detailed in a licence issued by the latter and appended to the invoice and to these general terms. The customer undertakes to forward the terms of this licence to its end customer.

In the absence of a licence and specific conditions, the right to use the software ordered or installed in hardware sold by EXCLUSIVE NETWORKS is limited to the operational implementation of a single copy of this software, to the exclusion of any right of reproduction, modification or correction of errors. EXCLUSIVE NETWORKS is not, under any circumstances, responsible for any problems that may affect the software, nor for the temporary interruption (in particular for correction, update or other reason) or permanent discontinuation, by the publisher of this software.

##### Related services:

When the hardware sold, or the software supplied, are subject to a maintenance or update service from their supplier, ordering them from EXCLUSIVE NETWORKS entails the ordering of the service in question, the financial conditions of which are itemised in the commercial proposal and the invoice.

EXCLUSIVE NETWORKS may also provide itself or via the supplier or a third party provider, additional services, such as installation, which will be subject to a separate order at conditions stipulated in the commercial proposal and the invoice.

#### Intellectual Property:

The purchase of hardware or the supply of software ordered from EXCLUSIVE NETWORKS does not confer any intellectual property rights on the customer and obliges them to respect any intellectual property rights held by the supplier of the hardware or the software concerned. In consideration of which, the customer is guaranteed against any breach of quiet possession due to a third party claim affecting an intellectual property right and with the consequence of a restriction or prohibition of use of the hardware or software supplied. On the other hand, EXCLUSIVE NETWORKS shall not be liable in any way for any problems arising from the operation, introduction or maintenance of software that it did not supply.

#### IV – PRICES:

Goods and equipment will be invoiced at the EXCLUSIVE NETWORKS' rate valid on the date of delivery. Prices are exclusive of tax; any taxes, delivery charges, shipping, packaging and insurance will be invoiced in addition, at the rate applicable on the date of sale or delivery. Orders for special services and products not on EXCLUSIVE NETWORKS' price list shall be invoiced at the price stipulated in the commercial proposal.

#### V – BILLING:

Acceptance of these general terms of sale implies the customer's express agreement to receive, where relevant, electronic invoices in substitution of paper invoices from EXCLUSIVE NETWORKS, in accordance with adequate the Polish tax regulations.

#### VI – DELIVERY TIMES:

The delivery times communicated to the customer are given as an indication, as EXCLUSIVE NETWORKS is dependent on its own suppliers.

EXCLUSIVE NETWORKS is entitled to suspend or cancel a delivery in serious circumstances, and in particular in the following cases:

- should the customer fail to comply with the agreed payment terms;
- should the customer fail to provide EXCLUSIVE NETWORKS in a timely manner with the technical, financial or commercial information or specifications, necessary for dispatch;
- in the case of Force majeure or events such as social strife, epidemie, war, requisition, fire, flood, tooling accidents, significant scrapping of parts during manufacture, interruption or delays in transport, or any cause leading to a partial or total work stoppage at EXCLUSIVE NETWORKS or their suppliers. The possible prohibition on exports pronounced by the government of the country of origin of the hardware is considered, among other things, as a case of force majeure.

In any case, the time for obtaining administrative permits and carrying out formalities is added to the delivery time communicated to the customer.

#### VII – TRANSPORT AND DELIVERY:

For deliveries of hardware products, the customer mandates Exclusive Networks to organise the transport of said products to the delivery address according to the information communicated by the customer.

In the absence of any special purchase conditions on the customer's purchase order, the goods are deemed as having to be delivered to the customer at their head office. They are dispatched with carriage and packaging the responsibility of EXCLUSIVE NETWORKS. Insurance is provided by EXCLUSIVE NETWORKS up to customer delivery; these costs are invoiced as a fixed price.

No recourse may be exercised against EXCLUSIVE NETWORKS, the forwarding agent or the haulier for losses, spoilage or damage incurred by the goods, unless an official report with irrefutable probative force has been sent to the haulier or the forwarding agent within two days and EXCLUSIVE NETWORKS formally notified within the same time period.

The accessibility and layout of the premises intended to receive heavy, cumbersome equipment must be ensured in a timely manner by the customer; EXCLUSIVE NETWORKS shall not bear the cost of this under any circumstances.

#### VIII – RETURN OF GOODS:

No merchandise can be returned without the prior written agreement of EXCLUSIVE NETWORKS. Returns only concern equipment that has not been modified or altered and must be done in the original packaging. The costs of transport and re-warehousing are the responsibility of the customer. The customer should return the equipment within eight days after obtaining the consent of EXCLUSIVE NETWORKS.

#### IX – TRANSFER OF RISKS AND RETENTION OF TITLE:

The goods referred to on the delivery slip and the invoice shall remain the property of EXCLUSIVE NETWORKS until the full price has been paid by the customer. The risks of loss, theft or destruction will, nonetheless, be the responsibility of the customer as from receipt of the goods and until full payment of the price for a DAP delivery. If the goods are resold before full payment has been made to EXCLUSIVE NETWORKS, the latter reserves the right to claim payment of the resale price from the sub-purchaser. In the case of a cancellation of an order for goods due to a case of force majeure, or by the customer, the advance payments already collected will remain the property of EXCLUSIVE NETWORKS.

#### X – PAYMENT TERMS:

For customers who do not have an account with EXCLUSIVE NETWORKS, payment is due at the point of placement of the order.

Requests to open an account should be accompanied by the usual banking and commercial references as well as documents permitting an analysis of solvency.

Except under special conditions, payments are due at 30 days from date of invoice. Drafts submitted for acceptance and promissory order shall be prepared or returned within the time limits provided by the Polish Civil Code.

Payments cannot be made in cash.

#### XI – FAILURE TO PAY:

In accordance with the adequate provisions of the Polish Civil Code, any late payment shall automatically result, without prior notice, in the application of late penalties at a rate equal to the interest rate applied by the European Central Bank in its most recent refinancing operation, plus 10 percentage points. In this case, the base rate reference for payments becoming overdue during the first half of the year concerned is the base rate as of 1st January in the year immediately preceding. For the second half of the year concerned, it is the rate in force on 1st July of the year in question.

In the absence of payment of a single instalment (or of a single bill on the due date), the entire amount of the sums owed by the customer to EXCLUSIVE NETWORKS shall immediately become payable. Deliveries and orders in progress may be suspended. The sale will only be completed and title transferred on full and final settlement of the invoices.

Should EXCLUSIVE NETWORKS be forced to demand payment of invoices, even if simply by registered letter, a minimum indemnity of 10% of the amount of the debt shall be due by the customer as a penalty, starting from the due date of the invoice.

That penalty is in addition to the €40 flat-rate penalty provided.

When the collections costs incurred are greater than the amount of this flat-rate fee, EXCLUSIVE NETWORKS may require an additional indemnity, backed up by supporting documentation.

#### XII – GUARANTEE:

The hardware is guaranteed for a period stipulated in the manufacturer's documentation accompanying the equipment.

The guarantee only relates to parts deemed faulty by EXCLUSIVE NETWORKS, subject to the defects observed not being caused by improper use or handling by the customer.

The guarantee shall cease immediately if an intervention is carried out for any reason whatsoever by a repairer not approved of by EXCLUSIVE NETWORKS.

In respect of this guarantee, the only obligation incumbent upon EXCLUSIVE NETWORKS is to organise the repair or replacement by the manufacturer of the product or part which has been recognised as being faulty, and returned to the address indicated by EXCLUSIVE NETWORKS.

The return of products under guarantee must have the prior approval of EXCLUSIVE NETWORKS. To this end, the customer shall contact EXCLUSIVE NETWORKS' support service by telephone.

If the product is recognised as being faulty, EXCLUSIVE NETWORKS will give the customer a product return code. Products recognised as being faulty should be returned in their original packaging, along with the return code. Products or parts replaced under the terms of the guarantee shall become the exclusive property of EXCLUSIVE NETWORKS.

Interventions under the guarantee do not extend the guarantee.

This guarantee is exclusive of any other guarantees.

#### XIII – LIABILITY:

The customer acknowledges that they are professionals and, in this respect, they are knowingly buying the hardware or software that is the subject of the agreement between the parties and state that they are adequately informed of the use and intended purpose of the hardware or software.

EXCLUSIVE NETWORKS may not be held liable for the incompatibility of the hardware or software with other equipment or software with which it is intended to be operated. In particular, EXCLUSIVE NETWORKS cannot be held liable for any direct or indirect, temporary or permanent impact the installation of equipment may have on an existing installed system.

EXCLUSIVE NETWORKS is only responsible for direct damage caused by a fault in the equipment, the software or services provided by EXCLUSIVE NETWORKS, within the double limit of the loss effectively suffered by the customer due to this fault and the price of the equipment, software or services sold.

Any losses that are indirect, commercial and due to lost profits, including the loss of data and operating loss, are expressly excluded, as well as are all cases of force majeure.

In the event of the necessity for an update or corrective installation, the customer is informed that EXCLUSIVE NETWORKS cannot act before receipt of said updates and corrections from the manufacturer and cannot be held liable for any delays incurred.

#### XIV – EXPORT OF THE HARWARE BY THE CUSTOMER:

The hardware and software supplied by EXCLUSIVE NETWORKS may be subject to export restrictions, in particular, with regard to dual-use goods and technology (civilian/military), due to European or American regulations, inter alia. In the EU, the transfer of such goods and technology may constitute an exception to the principle of free circulation.

These obligations can, in particular, take the form of export licences to be obtained from the adequate ministry (Poland) and/or the BIS (United States) and the archiving of the documents pertaining to these export operations.

The customer acknowledges and accepts that the products purchased from EXCLUSIVE NETWORKS are subject to laws and regulations relath/e to export controls applicable in Poland, the European Union and the United States.

The customer undertakes not to export, re-export or transfer, directly or indirectly the products purchased from EXCLUSIVE NETWORKS, without first obtaining the requisite authorisations from the competent authorities (American, European and/or Polish).

The customer undertakes to provide EXCLUSIVE NETWORKS with the name of the end customer, their order number and the final destination of the order, via the purchase order.

The customer should inform its own customers that, for products that have an American export licence, the end user may be subject to checks by the American authorities.

In any case, the customer is responsible for the proper application of the export control regulations and EXCLUSIVE NETWORKS cannot be held liable for the customer's failure to observe the obligations arising from this

clause and the related regulations.

With regard to the European and Polish regulations that may apply, the customer may consult the official websites.

With regard to the American regulations that may apply, the customer may consult the following official website: <http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>

EXCLUSIVE NETWORKS reminds customers located in Poland (or in the EU) that, for dual-use products or technology, exporting outside the EU or transferring within the EU may require compliance with three sets of regulations (EU, Polish and American) which are not interchangeable; in other words, compliance with one does not constitute compliance with the others.

Lastly, the fact that EXCLUSIVE NETWORKS may provide the customer with a service concerning the transport of the equipment and technology sold does not alter the customer's responsibility with respect to the regulations applicable in terms of export control, which remain within the customer's remit.

## XV THE CUSTOMER'S COMMERCIAL COMMITMENTS

The customer undertakes to apply the best commercial standards as well as the laws applicable in their territory and not to harm EXCLUSIVE NETWORKS' commercial reputation through the products supplied by them. In particular, the customer undertakes to provide accurate, up-to-date information about the characteristics, performances and possible uses of the products sold by EXCLUSIVE NETWORKS. The Customer also undertakes to obtain and renew any authorisations necessary for the sale of the products in the country in which they are established. The customer also undertakes to respect and enforce the intellectual property rights protecting the equipment sold by EXCLUSIVE NETWORKS as well as the software for which a licence is granted.

## XVI – ETHICS – COMPLIANCE WITH THE LAW

The customer (including the customer's executives, directors, employees and agents) undertakes to comply with the applicable anti-corruption laws, including, and without limitation, the USA Foreign Corrupt Practices Act, the UK Bribery Act and the "Sapin II" act (collectively, the "Anti-Corruption laws") and adequate Polish regulations. The Customer shall refrain, in particular, from: (a) taking any measures or allowing or authorising any action by a third party in violation of the Anti-Corruption laws; (b) using any sums of money, or other consideration, paid by the other Party, for illegal purposes, including for purposes infringing the Anti-Corruption laws, with the aim of helping the other Party to obtain, or unduly preserve, a contract or an agreement or any undue advantage; and (c) directly or indirectly, offering, promising, giving, requesting or accepting anything whatsoever either from a civil servant or public agent, undertaking or company controlled by the government, political party or any other private individual or corporate entity, with the aim of unduly obtaining a commercial or financial advantage or influencing any acts or decisions. Each Party, acting in good faith, shall refrain from taking any measures that they believe infringe the laws or commercial policies applicable to the business relations between the parties. To the Customer's best knowledge, none of its executives, directors or employees are: (a) civil servants or public agents; (b) employed by an undertaking or company controlled by the government; or (c) the active representative of a political party. The Customer certifies that neither it nor its executives, directors or employees have been formally accused and/or pronounced guilty of an infringement or fraud with respect to the regulations applicable in terms of corruption. The Customer undertakes to inform EXCLUSIVE NETWORKS immediately in the event of a change in the situation. Notwithstanding any other contrary provisions of these terms of sale, EXCLUSIVE NETWORKS may terminate commercial relations immediately should the Customer fail to comply with the provisions of this clause; it being, nonetheless, stipulated that the Customer should indemnify, protect and absolve EXCLUSIVE NETWORKS in the event of damages. In addition, the two parties agree to fully comply with all the laws applicable to the sale and distribution of the products purchased, pursuant to these GTCs of sale. The customer also undertakes to comply with the applicable legislation in terms of the protection of personal data and privacy including but not limited to the EU General Data Protection Regulation and to gain the consent of its customers for forwarding their personal data to EXCLUSIVE NETWORKS in such a way as to allow them to make legal use of it, inter alia, for commercial and marketing purposes. Generally speaking, the customer undertakes to comply with the law.

## XVII – GOVERNING LAW AND JURISDICTION

In the event of a disagreement over all, or part, of these terms and conditions of sale, as for any that may arise over the performance of any order, jurisdiction is assigned to the Court of Krakow, Poland and the governing law to this Terms and all orders and matters related to is the Polish law.

The following appendices are an integral part of this GTS docement:

- Annex No. 1: „Partner Card”
- Annex No. 2: „Etics and Code of Conduct”

### **Signatures:**

Exclusive Networks Poland S.A.  
Kraków, Poland  
(called “Exclusive Networks”)  
VAT NO: 5252728815

Name and title:

Date:

Sygnature:

The Customer:

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VAT NO:

Name and title:

Date:

Sygnature: