

MILlicom STANDARD TERMS AND CONDITIONS OF PURCHASE



1 Definitions and Interpretation

1.1. In these Terms and Conditions (“**Terms**”):

“**Acceptance**” means the review of and, where appropriate, testing, of the Products and/or Services to Millicom’s reasonable satisfaction including any acceptance criteria specified herein and “**Accept**” shall be construed accordingly;

“**Agreement**” means the contract constituted by these Terms as supplemented, amended and or replaced by the terms of a Purchase Order;

“**Code of Conduct**” means Millicom’s current supplier code of conduct policy located at:

<http://www.millicom.com/what-we-do/procurement/>;

“**Confidential Information**” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

“**Deliverable**” means any and all items or materials (in whatever form, including all written material and other documentation and any software together with any modifications, interfaces and any training, configuration, implementation or testing works and user guides, together with preparatory materials for any of them) developed, prepared, manufactured and/or delivered by Supplier or its staff which the Supplier has agreed to deliver in accordance with this Agreement;

“**Developed IPR**” means all Intellectual Property Rights created or developed by Supplier under this Agreement, including without limitation any software, tools, specifications, explanations, documents, reports, diagnostic tests, any reports, data or other development work, the results of the Services, modules and any technical solutions;

“**Documentation**” means the documentation relating to the Products described in or otherwise required or delivered pursuant to a Purchase Order which shall be delivered by Supplier to Millicom on the terms of this Agreement;

“**Event of Force Majeure**” means events beyond the control of a Party or any of its subcontractors which are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include war, civil unrest, acts of government, natural disasters, exceptional weather conditions, fire and explosions;

“**Intellectual Property Rights**” means all rights in patents, copyrights, database rights, design rights, trade marks and trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for the same and all rights having similar effect anywhere in the world;

“**Millicom**” means Millicom International Cellular S.A. or the relevant Millicom Group purchasing entity specified in the Purchase Order as applicable;

“**Millicom Group**” means Millicom together with all of its subsidiary undertakings from time to time.

“**Millicom Travel Expense Policy**” means Millicom’s current travel expense policy, a copy of which shall be made available to Supplier from time to time;

“**Products**” means the goods (including Software) and/or Deliverables described in or otherwise required or delivered pursuant to a Purchase Order which shall be delivered by the Supplier to Millicom on the terms of this Agreement;

“**Purchase Order**” means the purchase order detailing, amongst other things, the Products and/or Services, and the Price which together with these Terms form this Agreement;

“**Services**” means the services described in or otherwise required or delivered pursuant to the Purchase Order which shall be delivered by the Supplier to Millicom on the terms of this Agreement;

“**Service Credits**” means the services credits relating to the Service Levels which the Supplier shall pay in the event of failing to meet the

applicable Service Level as specified in a Purchase Order or otherwise agreed by the Parties in writing;

“**Service Levels**” means the services levels relating to the Services which the Supplier shall comply with when providing the Services as specified in a Purchase Order or otherwise agreed by the Parties in writing;

“**Software**” means the software described in or otherwise required or delivered pursuant to the Purchase Order including any third party software and any Deliverables which shall be delivered by the Supplier to Millicom on the terms of this Agreement; and

“**Supplier**” means the supplier supplying Products and/or Services to Millicom.

1.2. Words importing the singular include the plural and vice versa. The clause headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.3. Millicom and Supplier are hereinafter each called a “**Party**” and collectively, the “**Parties**”

2 Purchase Orders

2.1. When Millicom so desires, an authorized representative of Millicom may submit a Purchase Order to Supplier.

2.2. Any Purchase Order placed shall always be governed by these Terms unless otherwise agreed by the Parties in writing.

2.3. A Purchase Order shall be sent to Supplier by email and shall constitute a firm legally binding agreement upon acceptance of the Purchase Order acceptance by Supplier (the “**Purchase Order Effective Date**”), provided that if the Supplier fails to reject a Purchase Order within three (3) working days from the delivery date of such Purchase Order, the Purchase Order shall be deemed accepted by Supplier. An email shall be deemed delivered when sent unless an error message is received by the sender. Notwithstanding this Article 0, Supplier’s commencement of delivering the Products and/or Services pursuant to a Purchase Order shall constitute acceptance by Supplier of the Purchase Order on these Terms (except to the extent that these Terms are varied by the Purchase Order).

2.4. Supplier shall not be entitled to deliver Products and/or Services or issue invoices for Products and/or Services delivered unless it has received a valid Purchase Order from Millicom detailing the quantity and type of Products and/or Services required by Millicom and the price payable for such Products and/or Services. Any Products and/or Services delivered by Supplier prior to the issue by Millicom of a valid Purchase Order specifying the volume and quantity of Services being purchased will be at the sole risk of Supplier and Millicom shall have no liability to pay for such Products and/or Services until a valid Purchase Order specifying such requirements has been issued.

2.5. In case of any inconsistency between these Terms and the Purchase Order, the terms of the Purchase Order shall prevail.

3 Supplier’s Obligations

3.1. The Supplier shall co-operate with Millicom in all matters relating to the supply of Products and/or Services and shall comply with all Millicom’s instructions.

3.2. In case of any disputes between the Parties, Supplier shall not be entitled to, in whole or in part, cease or delay any delivery and/or its performance obligations under these Terms.

3.3. If so requested by Millicom, Supplier shall in good faith do its utmost to provide other companies within the Millicom Group with the same Products and/or Services.

3.4. Such additional purchases mentioned in Article 3.3 shall always be subject to these Terms and shall be supplied at the pricing agreed for the initial purchase.

3.5. Supplier and its sub-contractors shall comply with the Millicom Supplier Code of Conduct, as well as the Millicom Health and Safety policy, as such policies may be updated from time to time.

3.6. Supplier shall perform the Services in accordance with the Service Levels. If Supplier fails to achieve a Service Level with a Service Credit associated to it, without prejudice to Millicom’s other rights and remedies under this Agreement, Supplier must pay or credit (at Millicom’s option) Millicom Service Credits up to any maximum value

applicable for such Service Credit. Service Credits are without prejudice to any of Millicom's other rights and remedies available to Millicom arising as a result of Supplier's failure to achieve the Service Levels (including Millicom's right to require Supplier to remedy the failure and/or perform or re-perform Services).

4 Prices

- 4.1. All prices shall be stated in United States dollars (USD) unless otherwise specified in a Purchase Order.
- 4.2. The prices for the Products and/or Services shall be stated in the Purchase Order.
- 4.3. All prices are valid according to delivery term Delivered Duty Paid (DDP) to Site, in accordance with Incoterms® 2010 unless otherwise specified in a Purchase Order or agreed by the Parties in writing.
- 4.4. All prices are firm and fixed for a period of one (1) year from the Purchase Order Effective Date and shall thereafter be subject to annual re-negotiation. Until new prices have been agreed the current valid prices shall apply
- 4.5. All fees, charges and expenses, including those related to travel and accommodation, incurred in connection with the fulfilment of the Purchase Order shall be paid by Supplier unless otherwise agreed with Millicom. Where Millicom has agreed to reimburse Supplier for travel and accommodation expenses, it shall only be obliged to do so if Supplier has complied with the Millicom Travel Expense Policy.
- 4.6. Standard Documentation related to the Products and Services shall be provided by Supplier to Millicom at no additional cost. Millicom is entitled to reproduce and use the documentation pursuant to these Terms.
- 4.7. The prices shall include any and all taxes, withholding taxes, duties and levies imposed, levied or assessed (excluding VAT) all license fees to use any Deliverables, all charges for packing, shipping, carriage, insurance and delivery of Deliverables to the delivery address agreed between the Parties in the Purchase Order, as applicable.
- 4.8. Supplier shall be responsible for any and all taxes, social contributions, duties and levies in relation to its personnel.
- 4.9. If a withholding tax or deduction is required by applicable law to be paid by Millicom in respect of the price, Millicom will pay the price net of the required withholding or deduction to Supplier. If requested by Supplier, Millicom will supply to Supplier evidence that Millicom has accounted to the relevant authority for the sum withheld or deducted.
- 4.10. Supplier shall indemnify Millicom against any withholding taxes, taxes related to permanent establishments or similar or any other taxes imposed, levied or assessed on Millicom as a result of the purchase of Products and/or Services under this Agreement for which Supplier is responsible.

5 Payment and Invoicing

- 5.1. Payments shall be made by Millicom to Supplier within sixty (60) days of the receipt by Millicom of an applicable invoice compliant with the Purchase Order and these Terms unless otherwise specified in a Purchase Order or agreed by the Parties in writing.
- 5.2. An invoice compliant with these Terms and the Purchase Order, shall as a minimum specify a reference to the (i) Purchase Order Number, (ii) the Goods Receipt Number (iii) the amount and contain a summary of the content of the Purchase Order, (iv) Supplier's name, address and VAT registration number for companies registered in countries forming part of European Union, (v) bank details for the Supplier account into which payments shall be transferred, and (vii) such other information and a breakdown of the payment as may be reasonably requested by Millicom. Invoices shall be sent to the email address specified in the

Purchase Order or to such other address as may be notified to Supplier from time to time in writing.

- 5.3. Supplier shall invoice one hundred (100) per cent of the Purchase Order price upon Acceptance of the Products and/or Services included in the relevant Purchase Order unless otherwise specified in Purchase Order.
- 5.4. For any overdue payments, Supplier shall as exclusive remedy have the right to demand an interest at a rate of LIBOR (30 days) plus one (1) per cent per annum.

6 Delivery, Title, Risk and Insurance

- 6.1. Supplier shall supply the Products and/or Services in accordance with the timetable, or with the frequencies, set out in the Purchase Order or as otherwise notified by Millicom to Supplier.
- 6.2. Supplier shall deliver the Products in accordance with delivery term Delivered Duty Paid (DDP) to Site in accordance with Incoterms® 2010 unless otherwise agreed in the Purchase Order or in writing by the Parties. In case of any inconsistency between these Terms and Incoterms® 2010, these Terms shall prevail.
- 6.3. Supplier shall bear the risk of loss of and damage to, and shall maintain appropriate, sufficient and necessary insurance in relation to the Products until Acceptance of such Products by Millicom.
- 6.4. The title to the Products (excluding Software licensed to Millicom) shall pass to Millicom upon (i) the respective Acceptance dates, or (ii) upon delivery of the Products to Millicom if the Products are not subject to Acceptance.

7 Licenses

- 7.1. Millicom and the Millicom Group are hereby granted a perpetual, non-exclusive, royalty free and irrevocable worldwide license to use any delivered Software and Documentation, for its or their business and for purposes reasonably incidental thereto in accordance with this Agreement.
- 7.2. Except as stated in Article 7.3, Millicom does not receive title or ownership rights to the Software or Documentation, and all such rights shall, unless otherwise agreed, remain with Supplier or its sub-contractors.
- 7.3. All Intellectual Property Rights in any Developed IPR shall become the property of Millicom immediately upon creation. Supplier hereby assigns and, in the case of moral rights, waives in favour of Millicom, and shall procure that its staff assign to and waive in favour of Millicom, all right, title and interest in and to the same all such Developed IPR to Millicom at no additional cost. Supplier further agrees to do, or procure to be done, all such things and execute or procure to be executed all such documents as Millicom may require to vest in or further assure to Millicom all such Developed IPR are the property of Millicom at no additional cost.
- 7.4. Supplier shall indemnify, and keep indemnified Millicom and the Millicom Group in full against all cost, claims, expenses, damages, liabilities and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by Millicom or the Millicom Group as a result of or in connection with any claim made against Millicom or the Millicom Group for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products and/or Services, to the extent that the claim is attributable to the acts or omission of Supplier, its employees, agents or sub-contractors.

8 Delays and Liquidated Damages

- 8.1. If agreed delivery dates specified in a Purchase Order or otherwise agreed in writing are not met, and such failure is not due to circumstances for which Millicom is responsible, Millicom shall have the right to claim and Supplier shall pay Millicom liquidated damages. Millicom shall have the right to deduct any liquidated damages from an invoice issued by Supplier under these Terms.
- 8.2. Supplier shall for each commenced week of delay, pay to Millicom as liquidated damages the following percentages of the applicable

Purchase Order price relating to the Products and/or Services subject to the delay:

Week	Percentage
1-2	1 %
3-4	2 %
5-6	3 %

8.3. Without limitation to other rights or remedies available to Millicom as a result of Supplier's delay, the maximum liquidated damages due to a delay shall be limited to twelve (12) per cent of the relevant Purchase Order Price.

8.4. The payment of liquidated damages shall not relieve Supplier from its obligation to deliver the Products and/or Services ordered by Millicom.

8.5. For a delay as stated above, Millicom shall have a right, at its option, to require compensation under this Article and/or any other compensation Millicom is entitled to under these Terms.

9 Termination

9.1. Millicom shall have the right to terminate a Purchase Order, with immediate effect and without liability to Supplier at Millicom discretion, if Supplier fails to meet the agreed delivery dates specified in a Purchase Order or otherwise agreed in writing by seven (7) days or more.

9.2. Either Party may terminate this Agreement with immediate effect and without liability to the other Party, by written notice to the other Party, if the other Party goes into liquidation, enters into composition proceedings with its creditors, becomes insolvent or is unable to pay its major debts or the majority of its debts or fails or admits in writing its inability to pay its major debts or the majority of its debts as they become due, makes a general assignment for the benefit of creditors or if a petition under bankruptcy or under any insolvency law is filed by or against the other Party and such petition filed by a third party is not dismissed within sixty (60) days (or such longer period agreed upon between the Parties) after it has been filed or a secured part takes possession of all or substantially all of its assets and such process is not dismissed or restrained within thirty (30) days.

9.3. Either Party may terminate this Agreement with immediate effect and without liability to the other Party, by written notice to the other Party, if the other Party (i) commits a material breach of its obligations under these Terms and/or the Purchase Order which is not capable of remedy or is in material breach of any obligation which is capable of remedy, and that breach is not remedied within ten (10) days after it was served with a notice specifying the breach and requiring it to be remedied, or (ii) repeatedly breaches any of the terms and conditions of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this Agreement.

9.4. Purchase Order(s) shall automatically terminate in whole or part with immediate effect and without notice from Millicom if Supplier (i) fails to meet the agreed delivery date(s) for the Products and/or Services to be delivered under such Purchase Order(s) within a period of twelve (12) months from such delivery date(s), or (ii) fails to issue an invoice within a period of twelve (12) months from the agreed delivery date(s) for the Products and/or Services to be delivered under such Purchase Order(s). Without limitation to any other rights or remedies available to Millicom with respect to Supplier's failure or delay, Millicom shall only be liable to pay to Supplier for Products and/or Services that have been invoiced, delivered and Accepted at the date of such termination.

9.5. The expiration or termination of the Purchase Order shall not affect or prejudice any provisions under Articles 1, 3, 4, 5, 7, 8, 9 – 17, 20 and 21 which shall survive termination together with any other term or condition of this Agreement which from their nature or context it is contemplated that they shall survive such expiration or termination.

9.6. Millicom may terminate this Agreement in whole or in part for convenience at any time. In the event of termination by Millicom of this Agreement or any part thereof in accordance with this Article, Millicom shall, as the sole and exclusive remedy to Supplier for such termination, pay to Supplier (i) the relevant part of the Products and/or Services that have been delivered as at the date of termination, and (ii) a sum

corresponding to the direct and demonstrable costs necessarily incurred by Supplier as a result of such termination, provided that such costs shall be no higher than the applicable Purchase Order price for the applicable Products and/or Services being terminated, less any net cost savings arising from such termination.

9.7. If Millicom exercises its rights under Article 9.6 it may do so without further liability to Supplier and Millicom shall be relieved from any and all of its purchase, payment and other commitments in relation to the Products and/or Services. For the avoidance of doubt Millicom shall not be liable for any loss of anticipated profits or any consequential loss should it exercise its rights under Article 9.6.

9.8. Upon termination or expiry of this Agreement, Supplier shall (i) give all reasonable assistance to Millicom and any incoming supplier of Products and/or Services, and (ii) return all requested documents, information and data to Millicom as soon as is reasonably practicable.

10 Acceptance

10.1. Millicom shall be entitled to Accept Products and/or Services following the delivery of such Products and/or Services.

10.2. Millicom shall notify Supplier of its Acceptance or rejection of the relevant Products and/or Services within a reasonable timeframe following receipt of such Products and/or completion of the Services

10.3. Millicom's Acceptance of any Products and/or Services shall be without prejudice to any right or remedy which Millicom may have in respect of any failure of the Products and/or Services to comply with the requirements of this Agreement.

11 Letter of Non-conformity

11.1. Any defects identified during the delivery inspection and/or the Acceptance tests, shall be reported to Supplier in writing in the form of a "Letter of Non-conformity". In the event Millicom submits a Letter of Non-conformity, Supplier shall, at its own cost and without undue delay remedy any and all defects found. Once all items listed in the Letter of Non-conformity have been rectified and Accepted by Millicom, Millicom shall within fourteen (14) business days, in writing, acknowledge that fact, and at which time the Products and Services, as relevant, shall be subject to additional Acceptance.

11.2. Operational use of the Products and Services prior to carrying out the formal Acceptance procedure does not replace formal Acceptance and does not constitute an implied declaration of Acceptance.

12 Warranties

12.1. Supplier warrants, represents and undertakes that (i) it has full clear and unencumbered title to the Products (ii) at the date of delivery of any of the Products it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Products to Millicom (iii) it has obtained and will maintain for the duration of this Agreement all permissions, licenses, permits and consents necessary for Supplier to provide the Services and/or Products, and (iv) when supplying the Products and/or services it shall comply with all applicable laws and will not do anything which causes Millicom to be in breach of the same.

12.2. Supplier warrants for a period of twenty four (24) months from the respective date of Acceptance or the date of installation where such Products are not subject to Acceptance, that the Products shall (i) conform with and perform the terms and functionality set forth in the Purchase Order or otherwise agreed in writing and be free from defects in design, material and workmanship (manifest or latent) (ii) be of satisfactory quality and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products (iii) conform with the specifications (including the specification, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material supplied by, or on behalf of, the Supplier, and (iv) be fit for the purpose held out by Supplier or

made known to Millicom by Supplier expressly or by implication and in this respect Millicom has relied on Supplier's skill and judgement.

- 12.3. Supplier acknowledges and agrees that the approval by Millicom of any designs provided by Supplier shall not relieve Supplier of any of its obligations under this sub-Article.
- 12.4. Supplier warrants, represents and undertakes that the Services will be carried out in a competent and professional manner and with all reasonable skill and care, in accordance with good industry standards applicable to suppliers of similar products and/or services and strictly in accordance with the terms of this Agreement. If Supplier's performance of the Services is inadequate, Supplier shall perform the Services again at no extra charge.
- 12.5. Where a valid warranty claim is made by Millicom, Supplier shall at Millicom's option (i) deliver, free of charge, substitute Products or Services within the reasonable timescales specified by Millicom (ii) repair or replace the rejected Products or re-perform the Services where applicable free of charge, or (iii) refund the price of the rejected Products or non-confirming Services (if already paid).
- 12.6. Supplier warrants, during a period of five (5) years from the date of Acceptance or delivery if such Products are not subject to Acceptance, that it shall make available and provide to Millicom, Products that will permit the normal expansion of such Products together with spare parts, that are fully compatible with Products already purchased from Supplier, unless Supplier has provided Millicom with at least six (6) months written notice prior to ceasing production of the relevant Products.
- 12.7. Any repaired, corrected or replaced Products or Services shall be subject to the warranties set forth in this Article either until the expiration of the twenty four (24) month warranty period stipulated above or for a period of six (6) months from the reparation, correction or replacement, whichever period is longer.
- 12.8. Supplier warrants, for a period of five (5) years from the date of Acceptance of the Products or delivery if such Products are not subject to Acceptance, that any Products purchased for the expansion, enhancement or replacement of the Products, shall be fully compatible, without any need for replacements or major corrections, with any Products already purchased from Supplier, unless Supplier informs Millicom by written notice at least six (6) months prior to ceased production of the relevant Products.
- 12.9. Supplier warrants, represents and undertakes that neither it nor any of its affiliated companies shall export, directly or indirectly, any technical data under this Agreement (including any products, including software, incorporating any such data) in breach of any applicable export control laws or regulations, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 12.10. Supplier warrants, represents and undertakes that that it is fully aware of and will comply with, and in the performance of its obligations to Millicom will not take any action or omit to take any action that would cause either Millicom or Supplier to be in violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act of 2010, or any other applicable anti-bribery or anti-corruption laws. Supplier represents and warrants that (i) neither it, nor any of its employees or officers, is a "foreign official" within the meaning of the FCPA, (ii) to the best of its knowledge, neither it nor any individuals or entities acting on Supplier's behalf who are directly or indirectly involved in the performance of Supplier's duties under this Agreement, has directly or indirectly, provided, offered, promised, or authorized to be provided any contribution, thing of value, gift, or any other type of payment to, or for the private use of any foreign official for the purpose of influencing or inducing any act or decision of a foreign official to secure an improper advantage in connection with, or in any way relating to any government authorization or approval involving Supplier or the obtaining or retention of business by Supplier (an "Improper Payment"), and (iii) it will not in the future offer, promise, make or authorize to be made, or provide any Improper Payment and that it will take any and all lawful and necessary actions to ensure that no Improper Payment is promised, made or provided in the future by any

of Supplier's. Millicom shall be entitled to carry out an audit of Supplier's books and records to ensure compliance with the foregoing. A breach of the foregoing shall constitute an incurable material breach which shall entitle Millicom to terminate this Agreement immediately upon notice.

13 Data Protection

- 13.1. Supplier shall comply with all applicable data protection laws regulations, and codes of practice in connection with its data processing obligations and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by Millicom of the same. If the performance of Supplier's obligations hereunder involves or necessitates the processing of personal data, it shall act only on instructions and directions from Millicom with respect to the processing of such personal data.
- 13.2. Supplier shall take and implement all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of any personal data processed by it hereunder against unauthorised or unlawful processing, accidental loss, destruction or damage and/or otherwise as may be required or directed by Millicom from time to time.
- 13.3. The Supplier shall immediately notify Millicom of any accidental, unauthorised or unlawful access, loss, destruction, theft, use, disclosure or alteration of personal data.

14 Support Services

- 14.1. If any support services are required these shall be specified in the Purchase Order.
- 14.2. Notwithstanding anything contrary in these Terms, Payments for such support services shall be made monthly in arrears.

15 Indemnification

Supplier shall indemnify and hold Millicom harmless from and against all (i) damage or injury (including death) to property or person belonging to or employed or engaged by Millicom or the Millicom Group, and (ii) liabilities to third parties (including without limitation, all losses, claims, demands, fines and damages) incurred in connection with claims by third parties resulting from the acts or omissions of Supplier, its officers, agents, employees or subcontractors in connection with the performance of this Agreement.

16 Limitation of Liability

- 16.1. Neither Party shall be liable to the other Party in connection with these Terms and/or relevant Purchase Order for any indirect or consequential loss or damages including loss of production, loss of profits, loss of business, loss of revenue and loss of goodwill.
- 16.2. Nothing in this Agreement shall operate to limit or exclude either Party's liability (i) under Articles 7 (Licenses), 15 (Indemnification), 17 (Confidentiality), (ii) for death or personal injury caused by its own negligence, or (iii) for any other liability which a Party is unable to exclude under applicable law.
- 16.3. A Party suffering loss or damages shall take all reasonable measures to mitigate such loss or damage.

17 Confidentiality

- 17.1. The Parties shall treat all Confidential Information in a confidential manner, not disclose it to any other person without the prior written permission of the disclosing Party, and shall not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement.
- 17.2. Notwithstanding Article 17.1, a Party may disclose Confidential Information which it receives from the other Party (i) where the receiving Party is the Supplier, to its staff on a need to know basis to enable performance of the Supplier's obligations under this Agreement provided that Supplier shall procure that any staff to whom it discloses Confidential Information pursuant to this Article 17.2 shall observe the Supplier's confidentiality obligations under this Agreement (ii) where disclosure is required by applicable law or by a court of competent jurisdiction (iii) to its auditors or for the purposes of regulatory requirements (iv) on a confidential basis, to its professional advisers, and (iv) in the case of Millicom, to the Millicom Group. This obligation to maintain secrecy shall exist prior to the Purchase Order Effective

- Date and shall continue for a period of five (5) years after termination/expiration of this Agreement.
- 17.3. Supplier shall not make any press announcement or publicise this Agreement or any part of this Agreement in any way, except with the prior written consent of Millicom.
- 18 Data Security**
- 18.1. Supplier shall ensure information security controls are implemented in accordance with ISO 27001 Information Security requirements to protect Millicom information assets from internal and external security threats, whether intentional or accidental. Without limitation, Supplier shall:
- ensure that Millicom information is only accessible to those authorised to have access;
 - safeguard the accuracy and completeness of Millicom information and processing methods;
 - ensure that where any data backups are stored off-site they are encrypted and securely transported, and a written register maintained; and
 - ensure data backups of all Millicom data are carried out on at least a daily basis.
- 18.2. Supplier shall further ensure that its Staff
- have proven identities, adequate character references and that curriculum vitae and qualifications are genuine; and
 - are trained in security procedures and the correct use of information processing facilities to minimise possible security risks.
- 18.3. Supplier shall further ensure that:
- Millicom data is processed or accessed strictly subject to the confidentiality obligations set out herein and the instructions or directions of Millicom; and
 - any Millicom database to which Supplier has access is accessed strictly for the purpose of providing the Services and for no other purpose, subject to the confidentiality obligations set out herein and subject to any instructions or directions of Millicom with respect to such access.
- 18.4. Any loss of Millicom information, breach of the security of Millicom information held by Supplier or its sub-contractors, or other security incident that presents material risk to the integrity, availability or confidentiality of Millicom information shall be communicated to Millicom's Director of Information and Cyber Security or an equivalent immediately and in any event within twelve (12) hours of its discovery.
- 18.5. Millicom may on occasion seek further assurance regarding the level of the Supplier's compliance with the data security requirements in this Agreement, including information relating to infrastructure changes, hosting platforms or security governance.
- 19 Force Majeure**
- 19.1. Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an Event of Force Majeure. In the event that the delay or non-performance of Supplier continues for a period of one (1) month due to the Event of Force Majeure, Millicom may terminate this Agreement with immediate effect on written notice to Supplier.
- 20 Governing Law and Settlement of Disputes**
- 20.1. The Purchase Order and these Terms shall be subject to the laws of England and Wales.
- 20.2. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any dispute, controversy or claim arising out of or in connection with the Purchase Order and/or these Terms.
- 21 Miscellaneous**
- 21.1. The Purchase Order and these Terms shall be binding between the Parties and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all its assets.
- 21.2. Supplier shall remain responsible to Millicom for the performance by any subcontractor, as if the undertakings were performed by Supplier itself.
- 21.3. If individual provisions of the Purchase Order or these Terms should be or become invalid, the remaining provisions shall not be affected thereby. The provision which is or has become invalid shall be replaced by a provision which, with respect to its economic purpose, comes as close as possible to the provision being replaced.
- 21.4. Notices given under this Agreement shall be in writing and may be served by personal delivery, first class recorded or, e-mail to the address of the relevant Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this Article. Notices shall be deemed served on the working day of delivery provided delivery is before 5.00pm on a working day. Otherwise delivery shall be deemed to occur on the next working day. An email shall be deemed delivered when sent unless an error message is received. Notices may only be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in this Article 21.4.
- 21.5. Supplier shall not without the written consent of Millicom assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Agreement or any part of this Agreement.
- 21.6. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licenses and permissions to enter into and perform its obligations under this Agreement, and that this Agreement is executed by its duly authorised representative.
- 21.7. A person who is not a Party to this Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.8. The Agreement cannot be varied except otherwise agreed in writing by both the Parties.
- 21.9. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them.
- 21.10. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of this Agreement.
- 21.11. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.