

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 and any agreement terms if applicable, to which these Terms are attached;

"**Code of Conduct**" means Millicom's current supplier code of conduct policy located at:

[https://www.millicom.com/our-company/procurement/;](https://www.millicom.com/our-company/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;

"**Data Protection Laws**" means all applicable laws, regulations, regulatory requirements and codes of practice in connection with its data processing obligations under this Agreement, including without limitation the EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679);

"**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 pursuant to 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, epidemics, exceptional weather conditions, fire and explosions;

"**Intellectual Property Rights**" means all rights in patents, copyrights, database rights, design rights, trademarks 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 its subsidiaries and affiliated companies;

"**Millicom Travel Expense Policy**" means Millicom's current travel expense policy as amended, a copy of which shall be made available to Supplier upon request;

"**Personal Data**" has the meaning given to it under Data Protection Laws;

"**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, among 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 providing 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. A Purchase Order placed by Millicom shall be governed by these Terms unless otherwise agreed to in writing by the Parties and constitutes the sole and entire agreement of the Parties with respect thereto and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral.

2.2. A Purchase Order shall be provided to Supplier by email and shall be considered accepted and a legally binding agreement upon the first of these to occur: (i) written acknowledgement by Supplier of the Purchase Order, (ii) the expiration of three (3) working days without rejection or objection by Supplier to the Purchase Order provided, or (iii) the commencement of performance by Supplier pursuant to the Purchase Order (the "**Purchase Order Effective Date**"). An email shall be deemed delivered when sent unless an error message is received by the sender.

2.3. Supplier shall not 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 provided by Supplier prior to the issuance by Millicom of a valid Purchase Order will be at Supplier's sole risk.

2.4. In the event of an 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 when providing all Products and/or Services and shall comply with all Millicom instructions.

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

3.3. If 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 as those set forth in the applicable Purchase Order.

- 3.4. Those additional purchases described in Section 3.3 above shall be subject to these Terms and shall be provided at the price agreed to in the initial Purchase Order.
- 3.5. Supplier shall comply with the Millicom Supplier Code of Conduct, as well as the Millicom Health and Safety policy, as updated from time to time.
- 3.6. Supplier shall perform the Services in accordance with any agreed to 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.

4 Prices

- 4.1. The prices for the Products and/or Services shall be stated in the Purchase Order and shall be in United States dollars (USD) unless otherwise agreed to by the Parties in writing.
- 4.2. All prices are valid according to delivery term Delivered Duty Paid (DDP), in accordance with Incoterms® 2010 unless otherwise specified in a Purchase Order or agreed by the Parties in writing.
- 4.3. 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. Current prices shall apply until new prices are negotiated and confirmed.
- 4.4. Unless otherwise agreed, Supplier shall be responsible for all fees, charges and expenses, including those related to travel and accommodation, incurred by Supplier in connection with the fulfilment of the Purchase Order. If agreed to by the Parties, Millicom may reimburse Supplier for reasonable expenses for travel and accommodations subject to compliance with the Millicom Travel Expense Policy as amended from time to time.
- 4.5. Standard Documentation related to the Products and Services shall be provided to Millicom by Supplier at no additional cost. Millicom shall be entitled to reproduce and use the documentation pursuant to these Terms.
- 4.6. Prices shall be inclusive of all licenses for use of Deliverables, costs of shipping, packing carriage, insurance and delivery to the Millicom location agreed to by the Parties, and all taxes including withholding taxes (excluding VAT, duties and levies imposed, levied or assessed).
- 4.7. Supplier shall be responsible for any and all taxes, social contributions, duties and levies related to its personnel.
- 4.8. If applicable law requires Millicom pay a withholding tax or deduction, Millicom will pay Supplier the price net of the required withholding or deduction.
- 4.9. Supplier shall indemnify Millicom for any withholding taxes, taxes related to permanent establishments or similar taxes imposed, levied or assessed on Millicom as a result of the purchase of Products and/or Services under this Agreement and for which Supplier is responsible.

5 Payment and Invoicing

- 5.1. Millicom shall pay Supplier within sixty (60) days of the receipt by Millicom of an applicable undisputed invoice in compliance with Section 5.2.
- 5.2. All invoices shall as a minimum specify a reference to (i) the 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 (if applicable), (v) bank details for the Supplier's account into which payments shall be transferred, and (vi) 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 per cent (100%) of the Purchase Order price upon Acceptance of the Products and/or Services included

in the relevant Purchase Order unless otherwise specified in the Purchase Order.

6 Delivery, Title, Risk and Insurance

- 6.1. Supplier shall provide the Products and/or Services as set forth in the Purchase Order timetable or as otherwise required by Millicom upon notification to Supplier.
- 6.2. Supplier shall deliver the Products in accordance with delivery term Delivered Duty Paid (DDP) in accordance with Incoterms® 2010 unless otherwise stated in the Purchase Order or agreed to in writing by the Parties. In case of any inconsistency between these Terms and Incoterms® 2010, these Terms shall prevail.
- 6.3. The title to the Products (excluding Software licensed to Millicom) shall pass to Millicom upon (i) the date of Acceptance, or (ii) 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 business and for purposes reasonably incidental thereto in accordance with this Agreement.
- 7.2. 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 favor of Millicom, and shall ensure that its staff assign to and waive in favor of Millicom, all right, title and interest in and to the same all such Developed IPR to Millicom at no additional cost.
- 7.3. Supplier shall indemnify Millicom and the Millicom Group in full for all costs, 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 resulting from any claim made against Millicom or the Millicom Group for actual or alleged infringement of a third party's Intellectual Property Rights related to the supply or use of the Products and/or Services.

8 Delays and Liquidated Damages

- 8.1. If Delivery dates specified in a Purchase Order or otherwise agreed to by the Parties in writing are not met, and such delays are not directly attributed to Millicom, then Millicom shall have the right to claim and Supplier shall pay Millicom liquidated damages. Liquidated damages may be deducted from any invoice issued by Supplier under these Terms.
- 8.2. Supplier shall pay Millicom liquidated damages for each week of delay, in the following percentages of the applicable Purchase Order price:

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

- 8.3. Without limiting other rights or remedies available to Millicom due to Supplier delay(s), the maximum liquidated damages shall be limited to twenty (20%) percent 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.

9 Termination

- 9.1. Millicom shall have the right at its sole option, to terminate any Purchase Order, effective immediately and without liability to Supplier, for delays in excess of seven (7) days from the delivery dates specified in a Purchase Order or otherwise agreed to in writing.
- 9.2. Either Party may terminate this Agreement effective immediately and without liability to the other Party, by providing written notice to the other Party, if said other Party becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings

relating to bankruptcy, receivership, reorganization, or an assignment for the benefit of creditors.

- 9.3. Either Party may, upon written notice, terminate this Agreement effective immediately and without liability to the other Party, if the other Party (i) commits a material breach of these Terms which is not capable of remedy or which is capable of remedy, and said breach is not remedied within ten (10) days after notice is provided specifying the breach and requiring it to be remedied, or (ii) repeatedly breaches any of these Terms in such a manner as to reasonably believe that is not that Party's intention to comply with this Agreement.
- 9.4. The expiration or termination of the Purchase Order shall not affect or prejudice any provisions under Sections 1, 3-5, 7-17, and 20-21 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.
- 9.5. Millicom may terminate this Agreement in whole or in part for convenience at any time and, as the sole and exclusive remedy to Supplier for such termination, pay Supplier without further liability, the relevant part of the Products and/or Services that have been delivered as of the date of termination.
- 9.6. Upon termination or expiration 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 with respect to 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 event Millicom delivers said notification, Supplier shall, at its own cost and without undue delay, remedy any and all defects found. Once all items detailed in the notification have been rectified, they will be subject to subsequent Acceptance by Millicom.
- 11.2. Operational use of the Products and Services prior to completion of formal Acceptance procedures shall not be considered formal Acceptance.

12 Warranties

- 12.1. Supplier warrants and represents that (i) it has full clear and unencumbered title to the Products, (ii) as of the date of delivery, it shall have full and unrestricted right, power and authority to sell, transfer and deliver any and all Products to Millicom, (iii) it has obtained and will maintain during the Term 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 may cause Millicom to be in breach of same.
- 12.2. Supplier warrants that for a period of twenty four (24) months from the 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 according to the requirements and functionality set forth in the Purchase Order and specifications (including quotations and/or descriptions provided by Supplier) or otherwise agreed in writing by the Parties and be free from defects in design, material and workmanship (manifest or latent), and (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.
- 12.3. Supplier warrants and represents that the Services will be carried out in a competent and professional manner, with all reasonable skill and

care, in accordance with good industry standards and strictly in accordance with these Terms.

- 12.4. If a warranty claim should be made by Millicom, Supplier shall at Millicom's option (i) deliver substitute Products or Services (free of charge) within 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 payment has been made).
- 12.5. Supplier warrants that 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 of prior written notice that it is ceasing production of the relevant Products.
- 12.6. Any repaired, corrected or replaced Products or Services shall be subject to the warranties set forth in this Section 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.
- 12.7. 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 license or other governmental approval without first obtaining such license or approval.
- 12.8. Supplier, including any of their Affiliates, subsidiaries, representatives or agents, represent and warrant that in connection with this Agreement, they: (i) have not participated, do not participate, and will not participate in any action that violates the Foreign Corrupt Practices Act (FCPA) of the United States of America, the UK Bribery Act of 2010, or any other laws or regulations that apply in the territory in which the parties have their businesses; (ii) have not made or agreed or promised to make and will not make or agree or promise to make, directly or indirectly, a payment to any provider, customer, government entity, political candidate, public servant, employee of a foreign public entity, or any other person in a position to affect the business for the purpose of influencing any decision by such person in order to obtain an improper benefit; (iii) have not given or agreed or promised to give and will not give or agree or promise to give any benefit or anything of value, directly or indirectly, to any provider, customer, government entity, political candidate, public servant, employee of a foreign public entity, or any other person in a position to affect the business for the purpose of influencing any decision by such person in order to obtain an improper benefit; (iv) have not made and will not make any contribution or reimbursement to any political candidate of any level or to any foreign public servant that (a) may subject the other party hereto to any damage or penalty in any civil, criminal or administrative litigation or proceeding, or (b) if not given in the past, could reasonably be expected to have a material adverse effect in the assets, business or operations of the other party hereto, or (c) if not continued in the future, could reasonably be expected to have a material adverse effect in the assets, business or operations of the other party hereto; (v) understand their anti-bribery and compliance obligations set forth in this provision and have established internal controls and procedures to ensure compliance with applicable anti-corruption laws including, but not limited to, the implementation of an anti-corruption program with training directed to third parties, if they assist Millicom with interactions with government officials; (vi) are not subject to any economic sanctions, trade embargoes or similar sanctions-related measures or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists issued by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union or any European Union member state, Her Majesty's Treasury or other relevant sanctions authority; and (vii) if applicable or subject to regulatory requirements, have implemented anti-money

laundering procedures which comply with any laws or regulations related to anti-money and assets laundering and terrorist financing.

- 12.9. The Supplier shall promptly notify Millicom if it becomes aware of any breach, change, of the inaccuracy of the foregoing representations, warranties, or obligations of the Supplier. In the event of such a breach, change, or inaccuracy, Millicom may, at its sole discretion: (a) immediately terminate this Agreement by providing notice to Supplier; and/or (b) suspend and hold any payments under this Agreement until the controversy is appropriately solved.

13 Data Protection

- 13.1. Supplier will process any Personal Data in compliance with applicable Data Protection Laws and only on documented instructions from Millicom including with regards to transfers of Personal Data to a third country or an international organization which will always require Millicom's prior written consent. Supplier will maintain appropriate administrative, physical, and technical safeguards for protection of the availability, confidentiality, and integrity of all Personal Data accessed or obtained in the course of providing the Products and/or Services, and all data of or related to Users ("Customer Data") in compliance with applicable Data Protection Laws. Supplier will maintain appropriate incident response plans that specify actions to be taken when Supplier suspects or detects an alleged or actual compromise or unauthorized disclosure of Customer Data ("Security Breach"). In the event Supplier becomes aware of any Security Breach, Supplier will: (i) notify Millicom's security and or procurement department of such Security Breach by email and/or telephone to the security/procurement teams] within twenty four (24) hours of Supplier's knowledge of a Security Breach; (ii) promptly investigate such Security Breach; and (iii) develop and implement a reasonable remediation plan to address the Security Breach and prevent any further incidents. During the Term of this Agreement, Supplier will assume all costs and expenses associated with (i) notifying affected individuals or entities of the Security Breach; (ii) providing credit monitoring services or similar services for affected individuals; (iii) any claims or liabilities arising from or related to such Security Breach. Supplier will promptly notify Millicom of any receipt of a data subject's request under applicable Data Protection Laws and will assist Millicom to comply with Millicom's obligation to respond to such requests. At Millicom's option, Supplier will delete or return to Millicom all Personal Data upon expiration or termination of the Term of this Agreement. Supplier will immediately provide Millicom a confirmation of all deleted Personal Data.

14 Support Services

- 14.1. If any support services are required according to the terms of this Agreement, it shall be specified in the Purchase Order.
- 14.2. Notwithstanding anything to the 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 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 (Indemnification) 15, Confidentiality (17), Data Protection (13), Data Security (18), (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 Section 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 Section 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 (v) 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 publicize 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. Without limitation, Supplier shall:
- (a) ensure that Millicom information is only accessible to those authorized to have access;
 - (b) safeguard the accuracy and completeness of Millicom information and processing methods;
 - (c) ensure that where any data backups are stored off-site, they are encrypted and securely transported, and a written register maintained; and
 - (d) ensure data backups of all Millicom data are carried out on at least a daily basis.
- 18.2. Supplier shall further ensure that:
- (a) Millicom data is processed or accessed strictly subject to the confidentiality obligations set out herein and the instructions or directions of Millicom;
 - (b) any Millicom database which Supplier may access is done strictly for the purpose of providing the Services and for no other purpose, subject to the confidentiality obligations set forth herein and subject to any instructions or directions from Millicom with respect to such access; and
 - (c) in providing the Products or Services, it employs best generally recognized industry practices to ensure and protect Millicom data.
- 18.3. Millicom may on occasion seek further assurances 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 thirty (30) days due to an Event of Force

Majeure, Millicom may terminate this Agreement effective immediately by providing written notice to Supplier.

20 Governing Law and Settlement of Disputes

- 20.1. This Agreement shall be subject to the laws of the State of Florida, U.S.A., without reference to the conflict of laws principles thereof.
- 20.2. Each Party irrevocably submits to the exclusive jurisdiction of the courts of the State of Florida sitting in Miami-Dade County, or the U.S. Federal courts of the Southern District of Florida over any dispute, controversy or claim arising out of or in connection with the Purchase Order and/or these Terms.

21 Miscellaneous

- 21.1. This Agreement 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. If individual provisions of the Purchase Order or these Terms should be or become invalid, the remaining provisions shall not be affected thereby.
- 21.3. 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 the other Party in accordance with this Section.
- 21.4. 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. Supplier shall remain responsible to Millicom for the performance by any subcontractor, as if the undertakings were performed by Supplier itself.
- 21.5. 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.
- 21.6. This Agreement cannot be modified or amended except as agreed to in writing by the Parties.
- 21.7. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them.
- 21.8. The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.
- 21.9. 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.