

**GENERAL PROCUREMENT TERMS****1. Applicability**

- 1.1 These General Procurement Terms apply to all purchase orders of Sanoma, or its affiliates and all quotations of the supplier as well as agreements between Sanoma or its affiliates and supplier relating to the delivery of goods or the provision of services to Sanoma or its affiliates. Affiliates shall mean an entity, which is a subsidiary or a parent company of or under common control with the contracting party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty per cent (50 %) or more of the votes in such entity, or is either able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body. Any references to "Sanoma" in the General Procurement Terms shall also include Sanoma affiliates, which have acceded to an agreement or entered in to an own agreement or purchase order or has been in the scope of Sanoma procurement action.
- 1.2 Sanoma is not bound by and hereby expressly rejects supplier's general conditions of sale and any additional of different terms or provisions that may appear on any proposal, quotation, price list, invoice or the like used by supplier.
- 1.3 Supplier acknowledges and agrees that any acquisitions, divestments or other changes in the structure or ownership of Sanoma shall not have any adverse effect to Sanoma in terms of prices or other terms of the General Procurement Terms.
- 1.4 Amendments or additions to these General Procurement Terms are only binding if they are explicitly agreed upon in writing, and only apply to the specific agreement for which they have been agreed.
- 1.5 Should, however, both these General Procurement Terms and other conditions be declared to apply to a purchase order or agreement, and in such case specific provisions of the conditions conflict, then the provisions of these General Procurement Terms shall prevail.

**2. Purchase orders and conclusion of agreement**

- 2.1 Unless otherwise stated in a purchase order, purchase orders placed by Sanoma are irrevocable for a period of 14 days, to be calculated from the date of dispatch.
- 2.2 Supplier shall deliver the goods or provision the services to Sanoma as agreed in agreement or purchase order.
- 2.3 Supplier will not assign its rights or obligations under the General Procurement Terms or applicable agreement or purchase order to third parties, nor will it subcontract the same to third parties, except with the prior written consent of Sanoma. If Sanoma gives such consent, these General Procurement Terms shall be invoked vis-à-vis to this third party.

**3. Price, invoicing and payment**

- 3.1 The price for the goods and services is agreed upon in the respective agreement or referred to in the purchase order.
- 3.2 The price for goods includes, if not otherwise agreed in the agreement or purchase order, packaging, transport, insurance, and delivery. The price quoted in the agreement or in the purchase order cannot be altered once the agreement has been concluded.

- 3.3 The price for services includes, if not otherwise agreed in the agreement or purchase order, all costs relating to the materials, labour, software, third party licences, programming, configuration, media, consulting, installation, manuals, training and possible other services. Possible additional work not included in the scope of the service or expenses related to provision of services must be approved by and agreed upon between the parties in advance in the agreement. Unless otherwise agreed in an applicable agreement, the same pricing principles including metrics shall be applied to such additional work as have been applied to the services within the original scope.
- 3.4 The price given in the agreement or purchase order are exclusive of VAT, service taxes, duties, levies and charges assessed or imposed under the applicable legislation on the goods delivered by supplier or services provided by supplier, which shall be added to the applicable fees.
- 3.5 Without prejudice to the provisions of this Section 3, Sanoma will pay the invoice within forty-five (45) days after receiving the invoice, which with respect of goods the supplier will send after making proper delivery of the goods, unless Sanoma invokes the provisions of article 9 below. The interest rate applicable to delayed payments shall be as per the applicable law.
- 3.6 In the event of any dispute between the parties relating to a specific delivery of goods or provision of service, amount of the price, or correctness of an invoice, Sanoma shall, without prejudice to its other rights and remedies, on justified grounds given to supplier in writing, have the right to withhold payment of the contested part of the invoice until the dispute has been settled. In such event supplier shall not be entitled to charge interest for the postponement period of the payment provided that Sanoma's claim is found justified. For the avoidance of doubt, failure to pay the price in the case of a dispute is not a breach of the agreement.

#### **4. Intellectual Property Rights**

- 4.1 All samples, proofs, models, specifications, marks, drawings, designs and other tools or parts which Sanoma has made available to the supplier, or have been financed by Sanoma, as well as the (exclusive) rights relating to goods produced for Sanoma are the sole and exclusive property of Sanoma and the copyrights, including the right to transfer the copyrights and the right to alter the works protected by copyright and other intellectual property rights ("intellectual property rights") shall transfer from supplier to Sanoma upon its creation.
- 4.2 In case supplier develops or creates deliverables (i) solely for Sanoma, or (ii) in accordance with specifications or requirements given by Sanoma, or (iii) relating to any configurations used to provide the services, all right, title and interest and all intellectual property rights in and to such deliverables shall vest in and be the sole and exclusive property of Sanoma and shall transfer from supplier to Sanoma upon their creation.
- 4.3 Supplier shall assign (and does hereby assign without the need for further consideration) and cause its employees and authorized subcontractors to assign any and all such intellectual property rights to Sanoma and take such additional actions as may be requested by Sanoma or as are necessary to complete the transfer of rights to Sanoma.
- 4.4 Sanoma grants to supplier a royalty-free, non-exclusive and non-transferable license, without right to sub-license, to use deliverables to the extent necessary and for the sole purpose of providing the services to Sanoma under the agreement and the applicable sub-agreements. With respect to any further use of the deliverables, supplier shall in all respects comply with the confidentiality obligations set forth in Section 6.

- 4.5 If and to the extent it is impossible as a matter of law to transfer ownership in Intellectual property rights to deliverables to Sanoma, supplier shall grant to Sanoma an exclusive, royalty-free, fully-paid up, irrevocable, perpetual, transferable, worldwide and sub-licensable right and license to use, exploit in any possible ways (including but not limited to copy, reproduce, modify, amend, translate, further develop, prepare derivate works of, communicate to public and make available, sell, offer for sale, distribute, import and manufacture and have manufactured) any and all intellectual property rights pertaining to the deliverables. Supplier shall notify Sanoma in advance in such event, and the price of the respective deliverable shall be reduced.
- 4.6 Furthermore, supplier agrees not to engage in any acts that might jeopardize such proprietary rights or try to acquire any right to any deliverable. Supplier shall upon request without cost to Sanoma promptly execute all such documents as may be necessary to effectuate the vesting in, or transfer to, Sanoma of such rights.

## **5. Data and privacy and data protection policies**

- 5.1 All name and address details or other personal details (personal data), in whatever form, which Sanoma provides to the supplier remain the property of Sanoma.
- 5.2 The supplier will not make these details available to any third party. The supplier will take adequate measures to protect these details against loss, theft or third party infringement. These measures will guarantee an appropriate level of protection. The supplier will return these details to Sanoma upon first demand.
- 5.3 Data protection and data security obligations of supplier are described in appendix 1.

## **6. Confidentiality**

- 6.1 The parties shall keep confidential, and shall not disclose at any stage to any third parties, the content of the agreement or purchase orders as well as any confidential information received from the other party or otherwise learned in connection with the agreement without the prior written consent of the other party. The parties shall not use confidential information received from the other party for any other purposes than the proper performance of the agreement or purchase order or the fulfilment of their rights and obligations under the agreements.
- 6.2 The restrictions and obligations in this Section 6 do not apply to material and information, which verifiably:
- a. is or has become generally available to the public other than as a result of a disclosure by the other party (or its representatives);
  - b. was received from a third party and not indirectly from the disclosing party in violation of any obligation of secrecy or non-use; or
  - c. was in the possession of the party prior to disclosure or is developed independent from such confidential information, as is shown by competent evidence.
- 6.3 In case confidential information is required to be disclosed by a party by virtue of a court order or statutory duty, the party shall be allowed to do so, provided that it shall without delay inform the other party in writing of receipt of such order or duty and enable the other party reasonably to seek protection against such order or duty.
- 6.4 Upon the first request of a party, the other party shall without delay (a) return all their copies, samples and extracts of, and all other physical media containing, the confidential information, and (b) delete or destroy (and have deleted or destroyed) all automated data containing the

confidential information The rights and responsibilities of the parties under this confidentiality Section shall survive any termination, expiry or fulfilment of the agreement for a period of two (2) years from the date of termination or expiry of the agreement.

## **7. Warranty and Indemnification**

- 7.1 Supplier warrants and shall be liable to ensure that goods, services and the deliverables delivered to Sanoma are free from any rights or claims of third parties, except those that are included in the respective license agreements, and that the goods, deliverables and services do not infringe any intellectual property rights or other rights of third parties. Supplier warrants and shall be liable to ensure that it does not use or provide to Sanoma any open source software under the agreement.
- 7.2 Supplier shall indemnify, defend and hold Sanoma harmless from and against any claims, actions, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, due to or arising from any infringement or alleged infringement of third party rights attributable to goods, deliverables, services or their use by Sanoma. Supplier shall be liable to compensate Sanoma for any and all costs caused to Sanoma due to any such third party claim or action.
- 7.3 Sanoma shall notify supplier without undue delay of any claim concerning the infringement of third party rights presented to Sanoma. Supplier shall be responsible, at Sanoma's request, for taking care of the defence or settlement of the claim without any costs to Sanoma. Notwithstanding the aforesaid, supplier shall reserve the right for Sanoma to participate in the negotiations and proceedings, either independently or as an intervener, at Supplier's expense, in order to ensure the protection of its rights.
- 7.4 In the event that the services, deliverables or any part thereof, or the use of the services or deliverables or any part thereof, would be or are likely to be confirmed by a competent court or agreed in a settlement to constitute infringement, and its further use would or could be prohibited or enjoined, supplier shall without undue delay at its own expense – in the following order of priority – either: (i) procure the continued right for Sanoma to continue the use of the infringing service or deliverables concerned, or (ii) replace the infringing service or deliverables with an equivalent non-infringing service/deliverable of equivalent function and performance and meeting the agreed technical and functional specifications and requirements, or (iii) modify the infringing service or deliverables to be non-infringing while continuing to be compliant with the agreed technical and functional specifications and requirements. If none of these alternatives is available at supplier's best efforts, in addition to any other remedies, supplier shall refund the total price Sanoma has paid for the services, deliverable or any part thereof.

## **8. Liability and limitation of liability**

- 8.1 Supplier shall be liable for correcting any failures and deficiencies in the goods or services and any deviations from the requirements set forth in the agreement at its own cost. In addition supplier shall be liable for compensating Sanoma for any costs, losses and damages caused to Sanoma by supplier due to a breach of supplier's obligations hereunder.
- 8.2 Neither party shall be liable towards the other party for any consequential or indirect damage or loss, including but not limited to loss of profit, or any special damage.
- 8.3 The maximum total liability under each agreement of supplier that relates to the provision of on-going services to Sanoma for direct damages of Sanoma relating to or arising out of this agreement shall be limited to the amount of the average payable monthly service fee under the

respective agreement for the on-going services in total multiplied by twelve (12). The said maximum amount of damages does not include any SLA sanctions under an applicable service level agreement or any other type of price reductions. Any such sanctions or price reductions are thus separate from any damages possibly payable hereunder.

- 8.4 The maximum total liability of supplier for damages of Sanoma in respect of any causes of action under each agreement that relates to the delivery of goods or provision of services on a project basis (i.e. project agreement) shall be limited to the amount whichever is higher of the following alternatives: (a) the amount equal to 150 % of total agreed fixed fee or actual price of the applicable project or goods under the agreement; (b) or two hundred fifty thousand (250.000,00) Euros.
- 8.5 Notwithstanding the aforesaid, no limitation of liability shall be applicable to damage or losses arising out of (i) death or personal injury (ii) a breach of confidentiality obligations specified in Section 6, (iii) the provisions concerning intellectual property infringements and Indemnification specified in Sections 4 and 7, (iv) a breach of data protection and data security appendix referred in Section 5.3, or (v) an act of gross negligence or wilful misconduct.
- 8.6 Sanoma's aggregate liability for any direct damages or loss suffered by supplier due to Sanoma's breach of the agreement shall in all circumstances be limited to the price paid by Sanoma to supplier for the goods or services. In no event shall Sanoma be liable for any indirect, punitive, consequential or similar damage or losses suffered by supplier.
- 8.7 The rights and responsibilities of Section 4, 5, 6, 7 and 8 shall remain in force after the termination, cancellation or expiry of the agreement.

## **9. Termination and compensation**

- 9.1 Either party shall be entitled to terminate the agreement with immediate effect in the event that the other party is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, or becomes insolvent.
- 9.2 Either party shall be entitled to terminate the agreement affected by the breach with immediate effect if the other party is in breach of any of the obligations under these General Procurement Terms or relevant agreement and fails to remedy such breach within thirty (30) days after the receipt of written notice thereof by the injured party.
- 9.3 Sanoma may terminate the agreement wholly or partially with immediate effect by means of a written notice to the supplier, or may suspend its obligations under the agreement,
- in the event that the supplier fails to meet some or all of its obligations vis-à-vis Sanoma. In so far as the supplier is not already immediately in default, Sanoma can only terminate the agreement after the supplier has been set a reasonable period for performance and it fails to perform within this period.
- 9.4 Sanoma shall be entitled to terminate the agreement with immediate effect upon thirty (30) days' notice at Sanoma's discretion for any or no reason. In addition, Sanoma shall be entitled to terminate the agreement with immediate effect if the fulfilment of services or delivery of goods under the respective agreement becomes impossible or is materially delayed or is not meeting the specifications or Sanoma quality requirements or is likely to be materially delayed due to force majeure event for more than fourteen (14) days and such goods will be returned to supplier at supplier's cost.

**10. Supplier code of conduct**

10.1 Supplier shall at all times comply and procure that its affiliates and sub-contractors operating under the agreement shall at all times comply with the Supplier Code of Conduct, which is attached as appendix 2.

**11. Applicable law and dispute resolution**

11.1 Agreement between the supplier and Sanoma shall be governed by and construed in accordance with the laws of the country where the ordering Sanoma entity is incorporated and existing. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, Vienna 1980, is explicitly excluded.

11.2 Any dispute arising from or connected with purchase order or agreement or the breach thereof, that are subject to these General Procurement Terms the parties shall first attempt to settle them amicably through negotiations. Should the parties fail to reach an amicable settlement the dispute shall be settled in the court of first instance at the district court of the capital city of the country where the ordering Sanoma entity is incorporated and existing.

**APPENDIX 1 DATA PROTECTION**





**APPENDIX 2 SUPPLIER CODE OF CONDUCT**