

1 GENERAL

1.1 These General Purchasing Conditions ("GPC") apply to the purchase by Sunrise UPC GmbH ("Sunrise UPC") of any materials, licenses, products and/or services (the "Deliverables") offered or provided by any supplier (the "Supplier"). They apply to all requests made by Sunrise UPC for quotations or offers, to any offers made by the Supplier and are an integral part of any purchase order, order confirmation or other agreement for the provision of Deliverables to Sunrise UPC (an "Agreement"), if such Agreement incorporates these GPC by reference. No terms or conditions contained in any document issued by the Supplier that deviate from these GPC shall be binding on Sunrise UPC.

2 PURCHASE ORDERS

2.1 Arrangements on the procurement of services or sale of products shall be concluded solely and exclusively based on a purchase order placed by Sunrise UPC. If no purchase order has been placed by Sunrise UPC, any performance by the Supplier shall be done at its own responsibility and the Supplier shall not be entitled to any claims towards Sunrise UPC.

2.2 When Sunrise UPC has submitted a purchase order to the Supplier and such purchase order has been accepted by the Supplier, Supplier shall deliver the Deliverables to Sunrise UPC identified in the purchase order. Unless otherwise agreed, purchase orders shall only be valid if issued in writing and transmitted via the applicable e-procurement system.

2.3 Within two (2) workdays of Supplier's receipt of a purchase order, Supplier will either (i) inform Sunrise UPC of its acceptance of such purchase order or (ii) provide Sunrise UPC with written notice of rejection. If Supplier does not provide written notice of its acceptance or rejection, the purchase order will be deemed accepted by the Supplier. Any changes to a purchase order contained in the written confirmation by the Supplier are only valid if Sunrise UPC accepts to such changes in writing.

3 SCOPE OF DELIVERABLES

3.1 The scope of the Deliverables to be supplied by the Supplier shall be specified in the Agreement. The Supplier shall provide and be responsible for all labor, material, equipment and other resources required for the performance of the Agreement.

3.2 Sunrise UPC may make changes to any order issued at any time prior to delivery, including, without limitation, changes to the quantity of Deliverables, delivery location and delivery schedules. If any such change causes an increase or decrease in the price or delivery schedule of the Deliverables, the parties will agree in writing upon any equitable adjustments to the price and schedule in writing.

4 PERFORMANCE

4.1 The Supplier shall perform the Agreement in full in accordance with applicable laws and regulations, including but not limited to permits, authorizations, recognized professional practices and quality standards. Particularly the Deliverables must meet all local health, safety and security requirements.

4.2 The Supplier shall perform the Agreement in accordance with the Liberty Global Code of Conduct and the Anti-Corruption Policy (www.upc.ch/lieferanten), with reference to non-discrimination of employees, combating bribery and corruption, protection of international human rights, environmental responsibility and conflict of interest. Supplier recognizes that violation of such principles will be considered as a breach of these terms.

4.3 The Supplier shall be an independent Supplier in the performance of the Agreement and shall have complete charge of the persons engaged in the performance of the Agreement. Nothing in the Agreement creates or shall be deemed to create any agency, partnership or joint venture relationship between Sunrise UPC and the Supplier. The Supplier shall always act within the instructions given by Sunrise UPC and has no authority to act on behalf of or to bind Sunrise UPC in any way.

4.4 The Supplier shall keep Sunrise UPC fully informed of the progress of the Agreement by (i) providing Sunrise UPC with such written reports as Sunrise UPC may otherwise reasonably require and (ii) taking all other reasonable actions which are necessary to enable Sunrise UPC to monitor the performance of the Agreement.

5 DELIVERY

5.1 The Deliverables shall be delivered in full to Sunrise UPC by the Supplier in accordance with the time schedule agreed as part of the Agreement, unless otherwise agreed in writing. Deadlines and delivery schedules are absolutely binding. Title and risk of loss to tangible Deliverables will pass to Sunrise UPC upon delivery thereof (DDP Incoterms).

5.2 If the Supplier foresees, for any reason, a delay in the delivery of the Deliverables, the Supplier shall immediately send a written notice to Sunrise UPC and take all reasonable actions to remedy such delay. The Supplier shall in such notice state the reason for the delay and the date on which the delivery is expected to be made.

5.3 If the Supplier is delayed, Sunrise UPC may demand in writing that the Supplier, at its own cost, deliver the Deliverables by a reasonable deadline established by Sunrise UPC. If the Supplier fails to do so, Sunrise UPC shall be entitled to waive subsequent performance of the Agreement and to purchase or source substitute Deliverables from an alternate supplier and recover all related losses and costs from the Supplier.

5.4 In case of a delay, Sunrise UPC is entitled to withhold payment due to the Supplier until the Deliverables have been delivered in full. The Supplier is liable for all damages, losses and costs incurred by Sunrise UPC resulting from the failure of the Supplier to deliver Deliverables in accordance with the agreed time schedule.

5.5 The Supplier is responsible for obtaining and maintaining any export licenses required for delivery of the Deliverables to Sunrise UPC. The Supplier shall inform Sunrise UPC of and issue all documentation which may be required by law, regulation or reasonably requested by Sunrise UPC regarding the export, import or re-export of the Deliverables.

5.6 The place of delivery is the Sunrise UPC head office in CH-8152 Glattpark (Opfikon), Switzerland, unless otherwise stated in the Agreement.

5.7 Each delivery of delivered products must include a detailed delivery note. If the delivery note cannot be included in the consignment, it shall be sent to Sunrise UPC by mail. Upon receipt of the delivery note, Sunrise UPC shall confirm receipt of the consignment.

6 ACCEPTANCE

6.1 If any Deliverables at any time are found to not be in conformity with the Agreement, then Sunrise UPC, in addition to its rights and remedies provided by law, shall have the option, by written notice to the Supplier, at its sole discretion: (a) to accept such Deliverables with an equitable reduction in price; or (b) to reject such non-conforming Deliverables and require delivery of replacement Deliverables or the making of

necessary repairs or corrections at the Supplier's expense.

6.2 If the Supplier fails to deliver suitable replacements, make repairs / corrections or retrieve the non-conforming tangible Deliverables by a reasonable deadline established by Sunrise UPC, then Sunrise UPC shall be entitled to replace or repair / correct such Deliverables through an alternative supplier and recover all related losses and costs from the Supplier.

6.3 The Supplier is liable for all damages, losses and costs incurred by Sunrise UPC resulting from the failure of the Supplier to deliver conforming Deliverables, even if the Supplier has cured the failure. No inspection or acceptance of Deliverables shall relieve the Supplier from responsibility for defects or other failures to meet the requirements of the Agreement.

7 WARRANTIES

7.1 The Supplier warrants that the Deliverables shall be in accordance with all agreed specifications and requirements, that they shall be fit for the intended purposes, that they shall be free from material defects in design, materials and workmanship, that they shall meet all applicable statutory requirements and standards, including the safety laws and regulations.

7.2 Unless a longer warranty period is agreed as part of the Agreement, the Supplier warrants the Deliverables for a period of two (2) years after delivery. If Sunrise UPC resells the goods to end consumers, the warranty period shall commence when the end consumer purchases and uses the goods according to its designated use. In this case the Supplier shall provide the warranty directly to the end consumer in form of a manufacturer warranty.

8 PRICES

8.1 Sunrise UPC shall pay the Supplier for the Deliverables in accordance with the Agreement. Sunrise UPC will not compensate Supplier for any quotations or estimates made, unless otherwise agreed in writing.

8.2 If the Agreement specifies service fees on a time and materials basis, Sunrise UPC shall pay the Supplier for its time expended in performing the services based on the hourly rates or daily rates and reimburse the Supplier for the actual cost of materials used to perform the services. A daily rate is based on a minimum of eight (8) hours work time. No additional charges will be granted for overtime.

8.3 If the Agreement specifies service fees on a fixed price basis, Sunrise UPC shall pay the Supplier in accordance with such pricing information. The fixed price is inclusive of all materials necessary to perform the services or and shall be the total compensation payable by Sunrise UPC. No other costs may be charged to Sunrise UPC, unless otherwise agreed in writing.

8.4 Any out-of-pocket expenses incurred by the Supplier shall only be reimbursed by Sunrise UPC to the extent agreed in the Agreement or approved by Sunrise UPC in advance. The services provided within and, if applicable, outside normal business hours are fully compensated by payment of the remuneration for the services.

8.5 Cost frameworks and cost caps are binding for the Supplier and must not be exceeded. Performance beyond the agreed limitations (either financial or time period) shall be at the sole risk and responsibility of the Supplier, and Sunrise UPC shall not be obligated to pay for services exceeding the cost frameworks or cost caps.

- 8.6 Unless agreed upon otherwise in writing, the costs of packaging, transport and transport insurance (for normal risks) shall be borne by the Supplier.
- 8.7 The prices or fees agreed shall not include Swiss VAT. The Supplier's invoices must be issued in compliance with VAT regulations, which means that the prices are shown without VAT and the VAT is listed separately on the invoice. Supplier shall bear all administrative costs, other taxes, duties, levies and other governmental charges resulting from the provision of services or sale of goods, including but not limited to foreign VAT e.g. in the course of provision of services abroad (export of services).

9 PAYMENT

- 9.1 Unless agreed otherwise in the Agreement, all properly issued invoices shall be due either within ninety (90) days after their receipt net or within sixty (60) days with a discount of two percent (2%), at Sunrise UPC's convenience. In case of default, the Supplier is entitled to claim a default interest at the rate of three percent (3 %) per year. Cash on delivery (COD) consignments are not accepted.
- 9.2 The Supplier's invoice should include the following: an invoice number, a reference to the Agreement, the dates covered by the invoice and a summary of the services performed or goods delivered. All invoices must be sent to the postal address or e-mail address specified by Sunrise UPC in the purchase order.
- 9.3 Sunrise UPC may set off Supplier's claims with counterclaims. Sunrise UPC shall pay all undisputed amounts and in case payments are disputed, Sunrise UPC may in whole or in part withhold any payment to such extent as may be necessary, in Sunrise UPC's reasonable opinion, to protect Sunrise UPC from loss due to Suppliers breach of contract or failure to meet its obligations hereunder.

10 INTELLECTUAL PROPERTY

- 10.1 Upon delivery, the Supplier shall assign the proprietary rights of the purchased products to Sunrise UPC.
- 10.2 Any intellectual property generated in the performance of the work and services individually made for Sunrise UPC shall exclusively vest in Sunrise UPC automatically and immediately once the right is created.
- 10.3 Notwithstanding the foregoing, the Supplier shall remain the owner of its pre-existing intellectual property rights. Any Deliverables containing pre-existing intellectual property rights provided by the Supplier shall be deemed to include a royalty-free and perpetual license to Sunrise UPC for all such intellectual property rights necessary for the free and unlimited use of the Deliverables; including repair, modification and replacement by Sunrise UPC within the scope of Sunrise UPC's activities
- 10.4 The Supplier warrants and represents that Sunrise UPC's intended use of intellectual property included in the Deliverables is free from defects of title and does not infringe any third-party intellectual property rights. The Supplier shall refrain from concluding any agreements with the third party related to the infringement, in particular from any settlement agreement, without Sunrise UPC's prior approval.

11 CONFIDENTIAL INFORMATION

- 11.1 Each Party agrees that all personal and business related information it obtains ("Receiving Party") in whatever form from the disclosing Party ("Disclosing Party") or has access to ("Confidential Information"), shall be treated as confidential, provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to

be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

- 11.2 Except as may be necessary to perform its obligations, the Receiving Party will (i) hold in confidence and not commercially exploit or disclose any Confidential Information to any third party, except the Receiving Party's affiliates or (ii) not process Sunrise UPC's customer data outside of Switzerland without prior written consent of Sunrise UPC. Each Party shall ensure that all staff, employees and sub-contractors shall be bound to these confidentiality provisions by undertakings in substantially the same terms as under this title.
- 11.3 The Receiving Party's nondisclosure obligation shall not apply to information that (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third Party; (iv) is independently developed by the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.
- 11.4 In the event Supplier processes or has access to Sunrise UPC's customer data, Supplier shall comply with the applicable data protection regulations and maintain any safeguards designed to prevent unlawful processing, accidental loss or damage of Sunrise UPC's customer data in their possession or control. Those safeguards shall be consistent with (i) the nature of Sunrise UPC's customer data to be protected; (ii) the risks that are presented by the processing of Sunrise UPC's customer data; (iii) the harm that may result from breach of such measures; (iv) applicable industry standards; and (v) the state of technological development.

12 LIABILITY, INDEMNITY

- 12.1 The liability of the Supplier is governed by the statutory provisions.
- 12.2 The Supplier shall indemnify Sunrise UPC against losses reasonably sustained or incurred by Sunrise UPC as a result of a claim made or threatened by a third party arising from (i) any defect in the Deliverables, (ii) any non-compliance by the Supplier with any of its warranties or obligations under the Agreement, (iii) any negligent, unlawful or willfully wrong act or omission of the Supplier or (iv) an allegation that any Deliverables infringe the intellectual property rights of the third party.
- 12.3 If claims are brought against Sunrise UPC as a result of national or foreign product liability laws, the supplier shall be obliged to indemnify Sunrise UPC against such claims inasmuch as the damage is attributable to the Supplier's area of responsibility and he himself is liable in relation to third parties; this indemnity obligation shall take effect upon first request.
- 12.4 The Supplier's obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage, if this is appropriate.
- 12.5 The Supplier shall have and maintain, at its own costs, appropriate and adequate professional liability insurance and product liability insurance for its business operations under the Agreement.

13 TERM & TERMINATION

- 13.1 Either party may terminate the Agreement, in whole or in part, if the other party commits a material breach of the Agreement and fails to remedy the same within (30) days of its receipt of a written demand to that effect.
- 13.2 Relating to services only, Sunrise UPC may terminate the Agreement, in whole or in part, for convenience with immediate effect at any time prior to completion

of services. In the event of such immediate termination, Sunrise UPC shall pay the Supplier (i) any amount due to Supplier in respect of such part of the services or work performed as has already been completed, and (ii) Supplier's necessary and documented direct costs in relation to the reassignment of personnel and (iii) other documented costs incurred by Supplier as a result of the early termination.

- 13.3 Upon termination of the Agreement, the Supplier shall promptly deliver to Sunrise UPC all documents and other information in the Supplier's possession that have been prepared in connection with the Agreement, whether completed or in progress.
- 13.4 Termination of the Agreement shall not affect the rights and obligations of the parties, which by their nature or express terms are intended to survive termination.

14 MISCELLANEOUS

- 14.1 Neither party shall be held liable or deemed in breach of the Agreement for any failure of or delay in performance of its obligations to the extent that and for so long as such performance is prevented or delayed by causes beyond its reasonable control (Force Majeure).
- 14.2 Supplier may engage subcontractors if Sunrise UPC's written consent is first obtained. Such consent may not be withheld unreasonably. No subcontracting shall in any way relieve Supplier from its obligations to provide the services and Supplier shall always remain liable for any subcontractor's performance of services under the Agreement in accordance with its terms as if such subcontractor were the Supplier. The Supplier shall be solely responsible for all payments to such subcontractors including any applicable taxes, unless otherwise agreed in the Agreement.
- 14.3 Amendments to or changes in the Agreement shall, in order to be valid, be made in writing and signed by authorized representatives of each of the parties and shall be clearly stated as amendments to or changes of the Agreement.
- 14.4 The remedies set forth in this Agreement are cumulative and shall not preclude any other remedy available to Sunrise UPC at law.
- 14.5 Except with the prior written consent of Sunrise UPC, the Supplier shall not assign or otherwise transfer partially or totally any of its rights or obligations under the Agreement. Sunrise UPC shall have the right to assign or otherwise transfer any or all of its rights and obligations under the Agreement to a successor company or any third-party legal entity.
- 14.6 Without the prior written consent of Sunrise UPC, the Supplier shall not use or refer to any brand names, images or logos of Sunrise UPC.
- 14.7 Notices in written form are valid only if signed by authorized representatives of each of the parties (electronic signatures permitted). Notices by email are only valid if accepted by the other party.
- 14.8 This Agreement is governed by the Laws of Switzerland. The Convention of the United Nations on the International Sales of Goods dated April 1980 (Vienna Convention) shall not apply. Place of jurisdiction is Zurich / Switzerland. Sunrise UPC reserves the right to choose to initiate legal action at the Supplier's place of business.

Sunrise UPC GmbH - May 2021