AGREEMENT

1. DEFINITIONS

1.1 The "**Agreement**" means: (i) the applicable purchase order issued by Innotec; and (ii) these General Terms and Conditions of Purchase ("**General Terms**"); and (iii) additional written agreements, if any, relating to the transaction signed by Innotec and the indicated supplier ("**Supplier**") such as a master agreement, statement of work or letter agreement ("**Additional Agreements**"). The Agreement is the sole and exclusive agreement between the indicated provider **Supplier** and Innotec with respect to the goods and/or services provided by Supplier under the applicable purchase order (respectively – "**Services**" and "**Deliverables**"). For the purposes of this Agreement, the term "Deliverables" shall include goods and the results of the Services performed under the Agreement. By providing any Deliverables and /or to Innotec, Supplier agrees it is bound by the Agreement. Supplier and/or Innotec may be referred to as a "**Party**" or "**Parties**" in these General Terms. "Accenture" means the Innotec entity that is a party to the Agreement and - if so agreed in the applicable order - its Affiliates (collectively, "**Innotec**").
1.2 In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the applicable purchase order issued by Innotec; (ii) the additional written agreements; and (iii) these General Terms.   **1.3** An "**Affiliate**" means any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland with its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (registration number 471706) and its successors, where "control" means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.
1.4 "**Innotec**" means Affiliate called "Innotec International" sp. z o.o., with its seat in Warsaw, at ul. Towarowa 28, 00-839 Warsaw, entered into the companies register held by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 560592.

 2. PERFORMANCE/ WARRANTIES

2.1 Supplier warrants and undertakes that Deliverables and/or Services will comply with: (i) any specifications or requirements in the Agreement or agreed upon by the Parties in writing, and (ii) all national, international, and European Union standards binding in the Republic of Poland on a delivery date. Furthermore, Supplier warrants and undertakes that Deliverables will be performed with the highest professional diligence and with no defects or faults in material and workmanship. If any Deliverable(s)and / or Services fails to meet any specifications or requirements specified in the Agreement or is otherwise nonconforming or inconsistent with the applicable laws, Supplier will, at its own cost and expense and within 7 (seven) days of its receipt of written notice of such failure, either correct such deficiency or provide a plan acceptable to Innotec for correcting such deficiency. If such deficiency is not corrected within such 7day period or a corrective plan is not accepted by Innotec, Innotec will have the option to require

Supplier to: (i) provide a full refund of the amounts paid by Innotec; or (ii) promptly replace rejected Deliverable(s) or reperform the rejected Services at the Supplier cost. All Deliverables will be subject to an inspection and acceptance by Innotec, even if the Parties have not set forth any specifications or requirements regarding the Deliverables in the Agreement.
2.2 In the event Deliverables are found to be defective, Innotec shall be entitled to rights under the statutory warranty for defects modified by the provisions of these terms, as well as rights under the warranty based on a warranty document, which Supplier is to submit in line with Deliverables (if such separate document is not submitted, it shall be deemed that the Agreement constitutes the warranty document). Innotec shall be entitled to exercise such rights within a period of 1 (one) year from the date of Deliverables' acceptance by Innotec, within a period resulting from the warranty document, or within a statutory period (if applicable). The selection of a basis for lodging claims shall be at Innotec's discretion. Innotec shall report a disclosed defect of any Deliverable(s) to Supplier immediately in writing or via e-mail, not later however than within 14 (fourteen) days from the disclosure of defect, requesting Supplier to perform a repair or supply such Deliverables which are free of defects, according to the discretionary decision of Innotec and free of any charge. The delivery of Deliverables in the performance of the statutory warranty obligations will be subject to the same requirements and warranty procedures that apply to the new delivery. Supplier shall be obliged to repair defected item or provide Innotec with free of defects item within a period of 14 (fourteen) days from the Deliverables defect notice, unless parties agree otherwise in the applicable purchase order. The provisions above shall not limit Innotec's right to withdraw from the applicable purchase order, or any other rights pertaining to Innotec pursuant to the provisions of law.

3. DELIVERY

3.1 Prices will be based on delivery at the location specified by Innotec, with all duties, tariffs, freight, insurance and other costs related to transportation and delivery being the responsibility of Supplier. Title to and risk of loss/damage for goods remain with Supplier until the goods have been delivered, inspected and accepted by Innotec. The passing of the title and risk of loss/damage for goods to Innotec is without prejudice to Innotec's rights under the statutory warranty specified in Section 2.2 above. The Supplier is the importer and exporter of record. Supplier agrees to provide free replacement of goods lost or damaged in transit, at no additional charge, within 3 (three) business days of receipt of notice from Innotec.
3.2 Unless otherwise specified in the applicable purchase order: (i) the goods shall be delivered during Innotec's regular business hours (i.e. from 8:30 to 17:30 on business days, excluding Saturdays and Sundays), (ii) the costs of the goods' delivery, as well as other expenses related to the delivery, shall be incurred by Supplier. Innotec's signature on a delivery receipt shall exclusively constitute the confirmation of circumstances related to the delivery of a certain number of packages indicated in the receipt, and, in no event, shall it constitute the confirmation of quality, quantity or condition of delivered goods.
3.3 For Supplier's delivery of goods, time is of the essence. In the event Supplier does not deliver goods on time, Innotec may

calculate the penalty specified in Section 3.4 below and / or terminate the Agreement as provided for in Section 8. **3.4** Unless otherwise provided for in the applicable purchase order, Supplier who delays in the performance of obligations (in particular it performs Services or delivers Deliverable(s) after deadlines set in the applicable purchase order) shall be obliged to pay Innotec liquidated damages for the delay in the amount of 1,5 % (one and a half per cent) of the remuneration specified in applicable purchase order, for every commenced day of the delay. The applicable purchase order may also stipulate other liquidated damages. Innotec shall have a right to claim compensation that exceeds the amount of stipulated liquidated damages on general terms.

4. PAYMENT, INVOICING, AUDIT AND TAXES

4.1 All prices are exclusive of VAT or similar taxes and will be in the official currency of the country where the Innotec entity in the Agreement is located. Unless the applicable purchase order states otherwise, prices for Deliverables and/or Services cover all expenses related to their delivery / performance and may not be increased without previous, written consent of Innotec.
4.2 Supplier is entitled to invoice Innotec after delivery has taken place in accordance with Section 3 above. Issuing an invoice for provided Services requires the prior signing by both Parties the statement that the Services comply with the provisions of the Agreement (acceptance protocol). Invoices will be addressed to the invoicing department of the Innotec entity specified in the Agreement. All invoices submitted to Innotec must include adequate documentation, including, as applicable: (i) a statement that the Deliverables and/or Services comply with the provisions of the Agreement; (ii) an explanation of the Deliverables and/or Services provided during the period covered by the invoice, including applicable purchase order number, invoice number, invoice date, name of the requestor, description of the Deliverables and/or Services and the corresponding price; and (iii) if expense reimbursement is provided for in the Agreement in relation to Supplier's services, itemized expenses with receipts or other documentation if a receipt is unavailable.
4.3 Innotec will make payment within 30 (thirty) days from the date of invoice after receipt of Supplier's valid invoice in accordance with the Agreement. The Supplier confirms that statutory interest due to the extension the payment term of over 30 days has already been included in the remuneration for Services and/or Deliverables. Payment of an invoice (in whole or in part) will not be deemed acceptance of any Deliverables.
4.4 Innotec is entitled to postpone payment if Innotec disputes the amount due in good faith. In addition, Innotec has the right to deduct receivables due to Innotec from the Supplier from the Supplier's remuneration.
4.5 During the term of the Agreement and for a period of 3 (three) years thereafter, Innotec will have the right, at its expense, to audit the books and records of Supplier related to Supplier's activities under the Agreement. Innotec shall notify Supplier about the intention to carry out the audit 7 (seven) days in advance.
4.6 Applicable taxes will be billed as a separate item or line item. Innotec will pay value added tax and all other similar taxes imposed on Innotec by any official, authorized governmental entity for Deliverables and/or Services provided under the Agreement. Innotec will pay such tax(es) in addition to the sums due under the

Agreement provided that Supplier itemizes them on a proper invoice. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each Party will provide and make available to the other Party any resale certificates, treaty certifications and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Innotec furnishes Supplier with a copy of a resale exemption certificate, no sales taxes will be billed to Innotec.
4.7. The Supplier declares that bank account numbers have been disclosed in the list of entities, e.g. registered as VAT payers referred to in art. 96 b of the Value Added Tax Act, kept by the Head of the National Revenue Administration (hereinafter: "White List") and that they are accounts for which, in accordance with Chapter 3a of the Act of 29 August 1997 - Banking Law, an account is maintained VAT.
4.8 The Supplier acknowledges that starting from January 1, 2020, all cash benefits (including the Remuneration which, as a result of the performance of the Agreement, Innotec is obliged to pay to the Supplier, will be transferred only by bank transfer to the Supplier's bank account published in the List of VAT Payers kept by the Ministry Finance ("List of VAT Taxpayers").
4.9. The Supplier declares that he has reported to the List of VAT Taxpayers his bank account.
4.10 The Supplier is obliged to inform Innotec of any change to the VAT Account without undue delay, but in any case not later than within 2 business days from the date of publication of such a change in the List of VAT Payers.
4.11. If the Supplier indicates on the VAT invoice a bank account other than the VAT Account, Innotec shall be entitled to withhold the performance of the due Services or Procucts until the change is registered in True Supplier Market Place – Accenture on-line tool – being Accenture supplier data base. In this case, the change in the payment date will not be treated as a delay and the Supplier will not be entitled to receive statutory interest.
4.12. In the event that the Supplier does not report a change to the VAT Account in True Supplier Market Place. within the time limit specified in paragraph 3.10 above, Innotec will be entitled to make a payment to the VAT Taxpayer's Account indicated before the change, which will be considered as correct performance of Innotec's obligation in accordance with the Agreement.

5. OWNERSHIP OF DELIVERABLES & INTELLECTUAL PROPERTY RIGHTS

5.1 The Supplier represents that its performance under the Agreement shall not violate copyright, intellectual property rights or any other third party rights, including rights protected by the Act of 16 April 1993 on Fair Trading.
5.2 If, in relation to the cooperation between the Parties within the Agreement , a work or any other intangible good is developed, as defined in the Act of February 4, 1994 on copyright and related rights ("**Copyright Act**"), to which author's economic rights or any other rights appertain in the whole or any part to Supplier, Supplier hereby transfers to Innotec all rights on intangible goods to such works and intangible goods created by Supplier and Supplier's personnel in the performance of the Agreement. The transfer of rights on intangible goods becomes effective on the creation of such goods, and in the scope related to works, it refers to the fields of exploitation referred

to in art. 50 of the Copyright Act: (i) within the scope of recording and reproduction of works - production of copies of a piece of work with the use of specific technology, including printing, reprographics, magnetic recording, and digital technology; (ii) within the scope of trading the original or the copies on which the work was recorded - introduction to trade, lending for use or rental of the original or copies; (iii) within the scope of dissemination of works in a manner different from defined above - public performance, exhibition, displaying, presentation, broadcasting and rebroadcasting, as well as making the work available to the public in such a manner that anyone could access it from a place and at the time individually chosen by them. (iv) making unrestricted modifications and studies of works. If a given work constitutes a software, the transfer of author's rights on intangible goods concerns the fields of exploitation referred to in art. 74 item 4. of the Copyright Act: (i) the permanent or temporary reproduction of a computer program in whole or in part, by any means and in any form; (ii) the translation, adaptation, rearrangement or any other modification of a computer program, as well as making unrestricted modifications and studies of works; (iii) the dissemination, including lending for use or rental, of a computer program or a copy thereof. In addition to the above,

5.3 In relation to the provisions of art. 46 of the Copyright Act, the transfer of copyrights referred to in Section 5.1 above, shall also include an exclusive right to authorize the performance of a derivative copyright to a work. The remuneration for the transfer to Innotec of author's economic rights to works or the transfer of a share in such rights, and the transfer of other rights on intangible goods, and a commitment to non-execution of author's moral rights shall be included in the Supplier's remuneration for the supply of Deliverables to Innotec. As a consequence, Supplier shall not be entitled to claim Innotec to pay any additional remuneration. Should the provisions of this item be, for any reason, insufficient to transfer to Innotec the rights referred therein, or should the transfer thereof be for any reason doubtful or contested, at Innotec's request, Supplier shall submit a relevant statement or it shall conclude a relevant agreement with Innotec regarding the transfer thereof.

5.4 Innotec shall have a right to amend, correct, and modify works, and to reprocess, adapt or develop in an unconstrained manner, and at its discretion, also in the scope of non-essential changes, not resulting from technical or functional requirements.

5.5 Supplier undertakes to perform immediately (under the remuneration set forth in the Agreement) all actions, which, according to Innotec, are necessary to protect copyrights or intellectual property rights related to works and other rights on intangible goods created under the Agreement or supplied to Innotec under the Agreement, and, in particular, to transfer necessary rights to Innotec, provide all necessary original documents, and draw up documentation necessary for the enforcement of rights.

5.6 Supplier undertakes not to exercise moral rights to works, and hereby authorizes Innotec to exercise such rights on behalf of authors (creators) of works. Supplier undertakes not to lodge claims related to the integrity of form and content of the work, deciding on the first availability of the work to the public or demanding the supervision over the use of work, and acknowledges that such claims and rights shall not be executed by authors (creators) of the works.

5.7 Supplier's fee for the transfer of rights (including on all fields of exploitation) and the grant of consents in the scope referred to in this Section 5 shall be included in the remuneration set forth in the Agreement. Supplier shall not be entitled to any separate remuneration for the use of works and other intangible rights by Innotec or any other third parties.

5.8 Any proprietary materials, programs, and documentation provided by Supplier or its suppliers and in existence prior to the Services being performed under the Agreement ("**Pre-Existing Materials**"), will be the exclusive property of Supplier or its suppliers. Supplier hereby assigns and grants to Innotec an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to use and modify the Pre-Existing Materials to the extent necessary for Innotec to use the Deliverables as provided for in Section 5.2 above. **PreExisting Materials or open source software will not be incorporated into any Deliverable without Innotec's prior written approval.**

5.9 To the extent the Deliverables consist of software, Innotec will be entitled to install and use the software on equipment owned or controlled by Innotec or on cloud platforms provided by third parties. For avoidance of doubt, to the extent that any Deliverables consist of cloud-based services, such cloud-based services may be used by Innotec as provided for in Section 5.1 above.

5.10 Supplier agrees to defend, hold harmless and indemnify Innotec from any claim that a Deliverable and/or Services (or any portion thereof) infringe or misappropriate any intellectual property right of a third party. In addition, if a claim of infringement is made, Supplier will, at its own expense, promptly exercise the first of the following remedies that is practicable: (i) obtain for Innotec the rights granted under the Agreement; (ii) modify the Deliverable so it is non-infringing and in compliance with the Agreement; (iii) replace the Deliverable with a non-infringing one that complies with the Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any amount paid.

5.11 Supplier acknowledges that Innotec's logotype is a registered trademark of Innotec protected by law. Unless otherwise provided for in Purchase Order, Supplier is not authorized to use Innotec's logotype

6. COMPLIANCE WITH LAWS

6.1 Supplier represents and warrants that it is aware of, understands, has complied with, and will comply with, all laws applicable to Supplier in the performance of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"); (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Supplier will not provide any Deliverables and/or Services to Innotec that would cause a violation of any such laws.

6.2 Unless otherwise agreed in writing, the Supplier will not provide any Deliverables to Innotec that require an export license or other form of government authorization under applicable Trade

Control Laws to transfer or use in connection with the Agreement. Upon request, the Supplier will provide Innotec with the export control classification under applicable Trade Control Laws of any Deliverables provided in the performance of the Agreement.

6.3 Supplier will promptly notify Innotec of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Innotec for any violation of such laws or a breach of Section 14.

6.4 Should the protection of natural persons' personal data be breached, Supplier shall be obliged to report the breach to Innotec within 24-48 hours, in order to enable Innotec or data subjects to notify the breach (pursuant to the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) to the supervisory authority within 72 hours after having stated the breach.

7. LIABILITY AND INSURANCE

7.1 To the extent permitted by law, in no event will Innotec be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. To the extent permitted by law, in no event will Innotec's aggregate liability to Supplier for all claims exceed: (i) the value of to the actual damages (losses incurred) and (ii) the total price payable by Innotec to Supplier under the Agreement.

7.2 Supplier will obtain and maintain the applicable and appropriate policy of civil liability insurance submitted by renowned insurance company, which secures and fully covers a possible Supplier's liability to Innotec with regard to Agreement. If Supplier will have any access to personal data under the Agreement, such insurance will include cyber liability (data privacy) coverage.

8. WITHDRAWAL AND TERMINATION

8.1 Innotec reserves the right to withdraw from a part or the whole the applicable purchase order or to place an order with a third party at the Supplier's expense for Deliverables and/or Services of the same quality compliant with Deliverables and/or Services description in the applicable purchase order, if an obligation resulting from that purchase order is not performed within a due period agreed by the Parties or – despite a formal Innotec's notice – applicable purchase order is performed contrary to the provisions of Purchase Order and Specification or the provisions of these General Terms, in particular Section 2.1, Section 2.2 , Section 5.1, Section 5.2,
Section 5.8, Section 6, Section 7.2, Section 9, Section 10.2, Section 11, Section 14, Section 15, which constitute material terms and conditions of the Agreement. Innotec shall be entitled to exercise the right to withdraw, mentioned in this item, until the completion of the applicable purchase order.

8.2 Supplier shall be exclusively entitled to withdraw from the Agreement in the whole, and only if Innotec delays in its payments due to Supplier for the appropriate performance of Purchase Order over 90 days, and despite a notice to Innotec to execute the relevant payment, Innotec fails to make the due payment.

8.3 Should either Party withdraw from the Agreement, Parties shall be obliged to return to each other all benefits, unless Innotec decides to retain certain Deliverable (or a part thereof) or acceptance of Services performed up to the moment of withdrawal. In such event, Innotec shall be obliged to pay for those Deliverables (or a part thereof), which Innotec decides to retain or for accepted Services. A right to withdraw shall become effective upon the submission of a written statement to the other Party

8.4 Supplier acknowledges that in the event of a withdrawal referred to in Section 8.3, it shall not demand Innotec to pay any additional charges or reimburse expenses, outlays or compensations apart from the right to demand the payment for Deliverables (or a part thereof) or accepted Services, which Innotec decides to retain.

8.5 Innotec shall have a right to terminate the Agreement with an immediate effect and with no compensation, if Supplier fails to comply with obligations resulting from: Section 2.1, Section 2.2, Section 5.1, Section 5.2, Section 5.8, Section 6, Section 7.2, Section 9, Section 10.2, Section 11, Section 14, Section 15 or in the case of gross or intentional breach of Agreement provisions.

8.6 Innotec may terminate the Agreement for its convenience (for any or no reason) at any time, in whole or in part, by providing the Supplier with a written notification 14 (fourteen) days in advance. Unless expressly provided for in the Agreement, Innotec will have no obligation to pay any early termination fee or extra charges in relation to such termination.

9. CONFIDENTIALITY AND PUBLICITY

9.1 Supplier will keep the Confidential Information (as defined in Section 9.2 below), including confidential and not disclose it to any other person, subject to . Supplier will ensure that its personnel, contractors and agents (collectively, "**Personnel**") are aware of, and have committed to, confidentiality and legal obligations with respect to such information. Supplier will not make any reference to the Agreement, its terms, business information, or use Innotec's name, logo or trademark in any public announcements, promotions or any other communication without Innotec's prior written consent.

9.2 The term "**Confidential Information**" refers to information of commercial value or the information the disclosure of which to third parties may expose Innotec to harm, disclosed to Supplier in relation to the performance of the Agreement in any form (e.g. submitted orally, in writing or in any other manner), marked as confidential or restricted in another way, as well as information whose type or circumstances of disclosure or obtaining indicate its confidential nature (including but not limited to the content of the Agreement and Innotec Data defined in Section 14.1 below).

9.3 For the avoidance of doubts, Innotec acknowledges that Confidential Information shall not refer to information made available to the public by Innotec, or information which was disclosed to Supplier based on a prior written consent by Innotec.

9.4 Supplier shall have a right to make Confidential Information available to courts and state administration bodies acting under the provisions of law. Should Supplier receive an order/request for the total or partial disclosure of Confidential Information, issued by a court or an administrative body, Supplier shall be obliged to the following, immediately upon the receipt of such an order/request:

(i) notify Innotec of such an order/request and the related relevant actual circumstances, (ii) seek Innotec's advice on further actions which should be undertaken in response to the order/request for the disclosure of Confidential Information, (iii) make all possible and reasonable efforts to ensure that the Confidential Information disclosed pursuant to the order/request is not disclosed to other, unauthorized third parties.

9.5 Supplier may only use such confidential information for the purpose of performing its obligations under the Agreement.

9.6 Upon: (i) expiration or termination of the Agreement; or (ii) the request of Innotec; Supplier will return all confidential information of Innotec and Innotec Data or delete such information.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Supplier is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Innotec and Supplier (including its Personnel). Innotec will have no liability or responsibility for Supplier's Personnel. Supplier will remove Personnel from any assignment under the Agreement, for any lawful reason at Innotec's sole and reasonable discretion.

10.2 Supplier will not assign, transfer or subcontract the Agreement or its rights or obligations (including its data privacy obligations) to any third party (whether resulting from a change of control, merger or otherwise) without Innotec's prior written consent. In any event Supplier will remain solely responsible for any and all acts, errors or omissions of its subcontractors (including its subprocessors).

10.3 Innotec's rights, benefits and/or obligations under the Agreement may be assigned or transferred to any Affiliate. Supplier hereby provides its consent in advance for such assignment or transfer. At the request of Innotec, the Supplier undertakes to deliver within 7 (seven) days from the date of receipt of such request any additional documents confirming the consent herein.

11. SUPPLIER STANDARDS OF CONDUCT

Innotec is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier will act in a manner consistent with the ethical and professional standards of Innotec as described in the Innotec Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of these standards can be found at accenture.com/usen/company-ethics-code.

12. GOVERNING LAW AND DISPUTES

12.1 The Parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.

12.2. The Agreement and any dispute or matter arising under it will be governed by the laws of Poland. Subject to Section 12.1, the Polish courts will have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. GENERAL

13.1 No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them. For purpose of the Agreement an email will be deemed to be "written" or a "writing".

13.2 If any part of the Agreement is found to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

13.3 Unless applicable binding laws or other provisions of the contract provide otherwise, a change to the contract, its termination by the agreement of both Parties as well as a Party's statement on the termination of the contract shall require a written form or an electronic form or a document form, referred to in the items 2 and 3 hereunder.

13.4 Affixing a qualified electronic signature of authorized representatives of the contracting Parties on an electronic document comprising the Party`s declaration of intent is mandatory in order to comply with the requirements of the electronic form.

13.5 The Parties agree that affixing an advanced electronic signature of authorized representatives of the contracting parties on an electronic document comprising the Party`s declaration of intent shall be required in order to comply with the requirements of the document form, otherwise being null and void.

13.6 The terms "advanced electronic signature" and "qualified electronic signature" used above should be understood in accordance with their definitions contained in the Regulation (EU) No 910/2014 of The European Parliament and of The Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

13.7 The provisions of these General Terms, which by their nature survive termination or expiration, including but not limited to provisions 1, 4, 5, 6, 7, 9, 12, 13, 14 and 15, will survive any termination or expiration of the Agreement.

14. DATA PROTECTION AND PRIVACY

14.1 In addition to Supplier's obligations under Sections 6, 9, 10, and 15, Supplier will comply with this Section 14 when processing Innotec Personal Data. "Innotec Personal Data" means personal data owned, licensed, or otherwise controlled or processed by Innotec including personal data processed by Innotec on behalf of its clients. "**Innotec Data**" means all information, data and intellectual property of Innotec or its clients or other suppliers, collected, stored, hosted, processed, received and/or generated by Supplier in connection with providing the Deliverables to Innotec, including Innotec Personal Data.

14.2 If Supplier processes Innotec Personal Data in the course of providing Deliverables and/or Services to Innotec or fulfilling its obligations under the Agreement, Supplier will: (i) only process Innotec Personal Data in accordance with the written instructions of Innotec or to the extent reasonably necessary for the performance of the Agreement, and at all times in compliance with applicable laws; (ii) provide full cooperation and assistance to

Innotec in ensuring that rights of individuals under applicable laws (including GDPR) are timely and appropriately addressed, for the fulfilment of Innotec's obligations to comply with such laws; (iii) make all reasonable efforts to ensure that Innotec Personal Data is accurate and up-to-date at all times while in its custody or under its control, to the extent Supplier has the ability to do so; (iv) fully assist and cooperate with Innotec and its clients in ensuring their compliance with applicable laws, including Articles 32 to 36 of GDPR where applicable. Supplier will make available to Innotec and/or any supervisory authority all information necessary to demonstrate Supplier's compliance with the Agreement and applicable laws, and allow for and contribute to audits and inspections conducted by Innotec; (v) not retain any Innotec Personal Data for longer than is necessary for the performance of the Agreement or as required by applicable law; and (vi) ensure that any sub-processor(s) (approved under Section 10.2) must be bound by a written agreement that includes the same data protection obligations as set out in the Agreement.

14.3 "**Security Incident**" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Innotec Data. Supplier will implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures, including those set out in Section 15 below, to protect Innotec Data against a Security Incident and all other unauthorized or unlawful forms of processing. Supplier will (i) notify Supplier's point of contact at Innotec in writing and without undue delay, and any event within 48 hours of Supplier's discovery of the Security Incident; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the Security Incident, including cooperating with Innotec's remediation efforts, mitigating any damage, and developing and executing a plan, subject to Innotec´s approval, that promptly reduces the likelihood of a recurrence of the Security Incident.

14.4 Supplier will notify Innotec promptly in writing of any investigation, litigation, arbitrated matter or other dispute relating to Supplier's or its subcontractors' information security or privacy practices.

14.5 Supplier will not transfer, access or otherwise process Innotec Personal Data which originates from the EEA to/from jurisdictions outside of an Approved Jurisdiction, without first entering into a legally valid data transfer mechanism(s) and/or additional agreement(s) with Innotec. "Approved Jurisdiction" means a member state of the European Economic Area (EEA) or any other jurisdiction or sector as may be approved by the European Commission as ensuring adequate legal protections for personal data.

15. INFORMATION SECURITY

15.1 Industry Standards. Supplier will implement appropriate technical and organizational security measures that comply with Industry Standards in all applicable goods, services, equipment, software systems and platforms that Supplier uses to access, process and/or store Innotec Data. **"Industry Standards"** means security measures that are commercially reasonable in the information technology industry and that are designed to ensure the security, integrity, and confidentiality of Innotec Data, and to protect against Security Incidents.

15.2 Illicit Code. Except for the functions and features expressly disclosed in Supplier's documentation made available to Innotec, Deliverables will be free of any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, malware, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, back doors or passwords allowing Supplier access) that may result in any inoperability, damage, interruption, or interference of the Deliverables or any equipment on which the Deliverables reside or with which the Deliverables are capable of communicating.

15.3 Security of All Software Components. Supplier will inventory all software components (including open source software) used in Deliverables, and provide such inventory to Innotec upon request. Supplier will assess whether any such components have any security defects or vulnerabilities that could lead to a Security Incident. Supplier will perform such assessment prior to providing Innotec with access to such software components and on an ongoing basis thereafter during the term of the Agreement. Supplier will promptly notify Innotec of any identified security defect or vulnerability and remediate same in a timely manner. Supplier will promptly notify Innotec of its remediation plan. If remediation is not feasible in a timely manner, Supplier will replace the subject software component with a component that is not affected by a security defect or vulnerability and that does not reduce the overall functionality of the Deliverable(s).

15.4 Security Assessment. If Innotec reasonably determines, or in good faith believes, that Supplier's security practices or procedures do not meet Supplier's obligations under the Agreement, then Innotec will notify Supplier of the deficiencies. Supplier will without unreasonable delay: (i) correct such deficiencies at its own expense; (ii) permit Innotec, or its duly authorized representatives, to assess Supplier's security-related activities that are relevant to the Agreement; and (iii) timely complete a security questionnaire from Innotec on a periodic basis upon Innotec's request. Security issues identified by Innotec will be assigned risk ratings and an agreed-to timeframe to remediate. Supplier will remediate all the security issues identified within the agreed to timeframes. Upon Supplier's failure to remediate any high or medium rated security issues within the stated timeframes, Innotec may terminate the Agreement in accordance with Section 8 above.

15.5 Application Hardening. Supplier will comply with this Section 15.5 if Supplier is providing Innotec with access to or the use of any software, including software-as-a-service or cloud-based software. Supplier will maintain and implement secure application development policies, procedures, and standards that are aligned to Industry Standard practices (e.g., SANS Top 35 Security Development Techniques and Common Security Errors in Programming and the OWASP Top Ten project). This applies to web application, mobile application, embedded software, and firmware development. All Personnel responsible for application design, development, configuration, testing, and deployment will be qualified to perform such activities and receive appropriate training on such policies, procedures, and standards.

15.6 Infrastructure Vulnerability Scanning. Supplier will scan its internal environments (e.g., servers, network devices, etc.) related to Deliverables and/or Services monthly and external environments

related to Deliverables and/or Services weekly. Supplier will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days.

15.7 Application Vulnerability Assessment. Supplier will comply with this Section 15.7 if Supplier is providing Innotec with access to or the use of any software, including software-as-a-service or cloud-based software. Supplier will perform an application security vulnerability assessment prior to any new release. The test must cover all application and/or software vulnerabilities defined by the OWASP or those listed in the SANS Top Cyber Security Risks or its successor current at the time of the test. Supplier will ensure all high-risk vulnerabilities are resolved prior to release. Supplier will provide a summary of the test results including any open remediation points upon request. Supplier will have a defined process to address any findings but will ensure that any highrisk vulnerabilities are addressed within 30 days

15.8 Penetration Tests and Security Evaluations of Websites. Supplier will perform a comprehensive penetration test and security evaluation of all systems and websites involved in providing Deliverables and/or Services prior to use and on a recurring basis no less frequent than quarterly. Supplier will have an industry recognized independent third party perform one of the quarterly tests. Supplier will have a defined process to address any findings but any high-risk vulnerabilities must be addressed within 30 days. Supplier will provide a summary of such tests and evaluations, including any open remediation points, to Innotec upon request.

15.9 Asset Management. Supplier will: i) maintain an asset inventory of all media and equipment where Innotec Data is stored. Access to such media and equipment will be restricted to authorized Personnel; ii) classify Innotec Data so that it is properly identified and access to it is appropriately restricted; iii) maintain an acceptable use policy with restrictions on printing Innotec Data and procedures for appropriately disposing of printed materials that contain Innotec Data when such data is no longer needed under the Agreement; iv) maintain an appropriate approval process whereby Supplier's approval is required prior to its Personnel storing Innotec Data on portable devices, remotely accessing Innotec Data, or processing such data outside of Supplier facilities. If remote access is approved, Personnel will use multi-factor authentication, which may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.

15.10 Access Control. Supplier will maintain an appropriate access control policy that is designed to restrict access to Innotec Data and Supplier assets to authorized Personnel. Supplier will require that all accounts have complex passwords that contain letters, numbers, and special characters, be changed at least every 90 days, and have a minimum length of 8 characters.

15.11 Cryptography. Supplier will maintain policies and standards on the use of cryptographic controls that are implemented to protect Innotec Data.

15.12 Secure Disposal or Reuse of Equipment. Supplier will verify that all Innotec Data has been deleted or securely overwritten using Industry Standard processes, prior to disposal or re-use of equipment containing storage media.

15.13 Operations Security. Supplier must enable logging and monitoring on all operating systems, databases, applications, and security and network devices that are involved in providing Deliverables and/or Services. Supplier will maintain anti-malware controls that are designed to protect systems from malicious software, including malicious software that originates from public networks. In addition, Supplier will use anti-malware software (of Industry Standard or better quality), maintain such software at the then current major release, purchase maintenance & support available from the vendor for such software, and promptly implement new releases and versions of such software.

15.14 Information Transfer and Storage. Supplier will use Industry Standard encryption to encrypt Innotec Data that is in transit. Supplier will also use Industry Standard encryption to restrict access to Innotec Data stored on physical media that is transported outside of Supplier facilities.

15.15 Workstation Encryption. Supplier will require hard disk encryption of at least 256-bit Advanced Encryption Standard (AES) on all workstations and/or laptops used by Personnel where such Personnel are accessing or processing Innotec Data.