



Procurement Agreement 2017

Between
Atea A/S
And
Supplier

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1 PARTIES

Customer

Company name (hereinafter referred to as the "Customer" or "Atea") Atea A/S	Company number 25 51 14 84
Street, box Lautrupvang 6	Contact person
Postal code and city 2750 Ballerup	Telephone number (including area code) +45 7025 2550

Supplier

Company name (hereinafter referred to as the "Supplier")	Company number
Street, box	Contact person
Postal code and city	Telephone number (including area code)

collectively or separately the "**Parties**" or "**Part**" have entered into the following agreement on hosting and operation of it infrastructure ("**the Agreement**")

Initial term

Start date	End date
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2 CHAPTER I – INTRODUCTION, STRUCTURE, AND DEFINITIONS

2.1 Background and purpose

This Procurement Agreement (hereinafter the "Agreement") sets out the terms and conditions for Atea's purchase of hardware, software, and related Products which will be added to Atea's line of Products offered to Atea's End-User Customers.

The Agreement includes all Supplier's Products, but Atea may choose to limit the range to specifically chosen Products, Vendors, or product areas. The Products offered by the Supplier shall appear in an electronic file drafted by the Supplier in accordance with Atea's instructions, and shall contain detailed information regarding the Products and with the Prices matching the Products Price File.

The Terms and Conditions in the Agreement are valid for Atea and Entities.

The Parties may agree on specific requirements in relation to stock of goods and reports on such stock of goods.

2.2 Agreement, Schedules, and Addendums

This Agreement replaces all previously signed agreements with the Supplier regarding purchase of hardware, software, and related Products. Any future Amendments or changes to this Agreement or new Agreements between

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the Parties within the scope of this Agreement, must be approved and signed by Atea Category Management, otherwise such Amendments, changes and/or Agreements are null and void. Previously and future Amendments and/or new Agreements must be attached as a Schedule to this Agreement.

Reference to the Agreement includes a reference to the Schedules and Addendums. In the event of any conflict or inconsistency between any terms included in the Agreement, and any terms contained in the Schedules or Addendums, the terms contained in the Agreement shall prevail.

However, in case of special terms made in relation to a specific Customer Agreements, as agreed between the Parties, these special terms shall always prevail. And such special terms shall be made as a Schedule.

Amendments to the Agreement must be in writing and signed by authorized signatories of both parties to be valid.

2.3 Structure of the Agreement

The Agreement is structured as follows:

- CHAPTER I – INTRODUCTION AND STRUCTURE
- CHAPTER II – GENERAL TERMS AND CONDITIONS
- CHAPTER III – ATEA CODE OF CONDUCT AND CSR
- CHAPTER IV – FINANCE MANAGEMENT
- CHAPTER V – ORDER AND ORDER CONFIRMATION

2.4 Definitions

Terms and acronyms used in the Agreement. Defined terms and expressions with capital letters shall have the meaning defined below.

“Addendum” is an additional document not included in the main part of the contract but a supplement to the main Agreement with additional terms or other changes.

“Atea” means Atea and Atea Entities, including (i) other persons directly or indirectly minority owned by Atea where there is a legal prerequisite under local law for local majority ownership, or (ii) any person under common Control by Atea, or under common Control by a person under the direct or indirect Control of Atea.

“Confidential Information” means any and all information that is disclosed by one Party to the other Party and that relates to a Party’s business or the Parties business relationship hereunder, including, but not limited to, information concerning finances, Products, Services, Customers and Suppliers. Any Confidential Information disclosed in tangible form shall be marked as “CONFIDENTIAL” or “PROPRIETARY” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with or following disclosure and summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure.

“Configuration Services” means equipment that the Supplier must unpack and configure before shipping.

“Control” means control which a person has over an affiliate and any of the following: (i) direct or indirect ownership of more than fifty percent (50%) of the share capital or other ownership interest in any other entity; or (ii) the right to exercise more than fifty percent (50%) of the votes in any other entity; or (iii) the contractual right to designate more than half of the members of such entity's board of directors or similar executive body and the terms “Controlled” and “Controlling” shall be construed accordingly.

“Customer Agreement” shall mean the agreement between Atea and the Supplier in relation to a specific agreement between Atea and an End-User Customer.

“Customer Specific Goods” means goods with End-User Customer specific item numbers which only can be used by the specific End-User Customer.

“Delivery Date” means the date that the End-User Customer receives the order.

“Documentation” means all documents, records, written material, and other copies whether in physical or electronic form, specifications, and technical manuals documenting the Services and/or Products or any deliverables prepared or delivered in the course of or related to the Services and/or Products.

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“**End-User Customer**” means an Atea customer.

“**Government**” means any national, regional, or local government, including any department, agency, or other instrumentality thereof, and any enterprise owned, managed, or otherwise controlled by any government agency or instrumentality.

“**Intellectual Property Rights**” means copyrights and related rights, patents, utility models, trademarks, service marks, trade names, topography rights, de-sign rights, and rights in databases, domain names, rights in know-how, trade secrets, and all applications or pending applications for such in all cases whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

“**KPI**” means key performance indicator and is used for evaluation of the success of an organization or of a particular activity in which it engages.

“**Order date**” means the date that Atea place a PO.

“**Price File**” is an electronic file with the products offered by the Supplier.

“**Products**” means all hardware, software, and/or related Products delivered by the Supplier to Atea and its End-User Customers.

“**PO**” means a Purchase Order and is a document for ordering Products and Services from Suppliers.

“**Regulatory Requirements**” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding requirement of or by any Government authority applicable.

“**RMA**” means Return Merchandise Authorization and is a numbered authorization provided by the supplier to permit the return of a product.

“**Schedule**” is a supplementary document attached to this Agreement with additional information necessary for the Parties to understand and/or comply with the obligations in relation to the Agreement.

“**Service**” means all services performed by the Supplier for Atea and its End-User Customers.

“**Service Level Agreement**” means KPIs that the Supplier has to perform to on a daily basis.

“**Service Level Credits**” means a penalty or bonus linked to the Suppliers ability to perform according to the Service Level.

“**Shipment date**” means date for shipment from supplier.

“**Special Goods**” means goods which are not part of the supplier standard product line.

“**Vendor**” means the manufacturer/producer of the Service and/or Product.

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3 CHAPTER II – GENERAL TERMS AND CONDITIONS

3.1 No exclusivity

This Agreement is of a non-exclusive nature. Atea may, at their discretion, enter into a contract with any alternative provider to provide (or provide themselves) Services or Products similar to the ones provided by the Supplier under the Agreement.

3.2 Term and termination

3.2.1 Term

This Agreement shall enter into force on the Start Date (“Effective Date”) and shall stay in force until the End Date or for a period of **two (2)** years (“Initial Period”). After the Initial Period, this Agreement must stay in force until terminated by written notice.

3.2.2 Termination for convenience

Atea shall have the right to terminate this Agreement for convenience upon giving the Supplier a three (3) month written notice.

The Supplier shall have the right to terminate this Agreement for convenience upon giving Atea a twelve (12) months written notice.

In the event of material breach either party can terminate the agreement with immediate effect.

3.2.3 Customer Agreement continue in effect

Upon termination of the Agreement for convenience all Customer Agreements in effect or entered in-to during the Notice Period shall continue in effect unchanged as if there had been no termination of the Agreement. This shall be upheld until the Customer Agreement expire as set out in the relevant Customer Agreement or are terminated for convenience as set out in the Agreement.

3.3 Price file

The Supplier must deliver an updated Price File to Atea every working day before 7:00 AM, related to that specific day, unless otherwise agreed. Price Files must be electronically delivered in accordance with instructions from Atea.

The Price File must contain detailed information and as a minimum information regarding; Product number (Vendor), Product name, Vendor name, Atea Cost Price, and available quantity in stock. At Atea’s request, the Price File must contain extended Product information e.g. HS code, ECCN code, dual-use restrictions, size and weight, and expected stock date. If Atea decides not to request extended information in the Price File, the Supplier is still required to provide this information at Atea’s request.

3.4 Product knowledge

The Supplier must provide a high level of product knowledge, and be able to advise Atea in solution design and configuration.

3.5 Service Levels

The Supplier must provide the Services in accordance with the Service Levels, agreed by the Parties, set out in section 9.1.

The outlined SLA’s are crucial for Atea’s business due to demand from the End-User Customers why the Supplier must comply with the stated SLA’s.

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In the effort to provide the End-User Customer with the best possible delivery quality, Atea has launched Atea Supplier Portal for backlog handling. The Supplier will daily receive an electronic file from Atea with backlog issues regarding invalid delivery information or issues related to specific order lines e.g. missing bids, missing agreement numbers, and/or EOL items. The Supplier shall daily update status on backlog issues at Atea's Supplier Portal in accordance with Atea's instructions.

3.6 Warranties

All Products are provided with a warranty equal to the Vendors' warranties from the date of Atea's resale. If the Supplier provides a longer warranty for a specific product, this longer warranty shall apply irrespective of the foregoing.

Defect Products are either replaced or credited in accordance with Vendor program and guidelines, and shall continuously make sure to uphold the below mentioned laws and regulations:

The Supplier declares and warrants that the Products supplied to Atea is in compliance with all applicable law including but not limited to:

- The Federal Law on Product Safety (PrSG, SR 930.11) and the EU Directive 2001/95/EC on general product safety.
- The EU Directive 2004/108/EC on electromagnetic compatibility and that the Products carry a valid CE-mark of conformity (CE-Certification).
- The Ordinance on Risk Reduction related to the use of certain particularly dangerous substances, preparations, and articles (Ordinance on Chemical Risk Reduction, ORRChem, SR 814.81), the equivalent EU Directive 2011/65/EU Restriction on the use of Hazardous Substances (RoHS II) and the necessary declaration of conformity.
- The EU Directive 1994/62/EC on concentration levels of heavy metal present in packaging.
- The EU Directive 2012/19/EU on waste electrical and electronic equipment (WEEE recast).
- The EU Directive 2005/32/EC setting frameworks of ecodesign requirements for energy-using products.
- The EU Directive 2010/30/EU on the indication by labelling and standard product information of the consumption of energy and other resources by energy-related products including the correct marking of the Products and the packaging.
- The Supplier shall comply with environmental requirements pursuant to the ISO 14001 standard. The Supplier shall at any time be able to document the origin of shipped Products.
- The EU Directive (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Hereunder the implementation of the directive in Danish law with the potential deviations that follows the implementation of the directive.

The Supplier is obliged to comply with all current rules and regulations, including rules and regulations associated with import/export regulation, environmental, and criminal codes.

The Supplier is obligated upon Atea's request and at the Supplier's cost to provide necessary Documentation for the compliance with these applicable laws. The Supplier shall indemnify and hold Atea harmless for all losses incurred by Atea due to the Supplier's failure to comply with the above-mentioned warranties.

3.7 System for electronic data integration

If Atea so wishes, the Parties shall develop a system for electronic data integration which minimizes the transaction costs, which can include a total electronic data integration. A system for electronic data integration will automate the interface and thereby minimize the manual workload, which will lead to shared gains for both Parties.

Both Parties must maintain and develop the system for electronic data integration continuously. If mistakes caused by the Supplier occur, the Supplier is obligated to correct them.

3.8 Bonus

Bonus will be calculated (excl. VAT), on all purchases of Products and Services. Bonus is defined in Schedule 1: Products and Price Schedule.

Any deviation from Schedule 1, shall be agreed between the Parties in written to be valid.

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Bonus is calculated on the basis of total net purchases once per quarter and is payable no later than five (5) working days after the end of a quarter. Bonus is paid by credit nota. In case of termination of the Agreement, the final bonus is paid to Atea by issuing an invoice to the Supplier with eight (8) days payment terms.

Monthly statements shall be received by Atea no later than five (5) working days after the end of the calendar quarter. For bonus payments in the last quarter (October-December) the statement must be received no later than three (3) working days, and the credit nota must be received by Atea no later than five (5) working days, after the end of the year.

3.9 Intellectual Property Rights

All trademarks placed on the Products are and shall stay with the respective third party or the relevant Party that holds the rights and property. Use of these Trademarks requires prior permission from the respective rights holders. All use and deliveries of software is regulated in accordance to the license agreement enclosed with the Product. Software included in the Deliverables/Products is handed over to commercial buyers in regard to only one resale and to consumers only in terms of use, which means that the consumer is not entitled to copy or transfer the software to others use (depending on the license agreements in question).

Any use of Products, Services, or any Deliverables by Atea shall take place respecting the Intellectual Property Rights of the owners concerned (copyright, etc.), and the Supplier shall not be liable in any way for acts by Atea contrary to such rights. The Supplier shall indemnify Atea for any acts by the Supplier and its sub supplier's contrary to such given rights.

Such indemnity will include all liability, losses, damages, costs, and expenses of any nature incurred by Atea and the End-User Customer directly or indirectly to the extent arising as a consequence of or in connection with a claim. The indemnity in this Clause 2.9 shall remain in full force and effect notwithstanding termination or expiry of this Agreement, howsoever occurring.

The exercise of the remedies under this Agreement shall not prevent Atea from requiring indemnification pursuant to this Clause 2.9 and exercise any other remedy available to it under Danish Law.

3.10 Confidentiality

The Receiving Party shall keep in confidence and observe strict confidentiality with respect to all Confidential Information obtained from or relating to the Disclosing Party and shall not disclose or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval by the Disclosing Party.

Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

3.11 Force Majeure

Pursuant to the terms of this Agreement, neither of the parties shall be considered in breach or liable to pay compensation to the other party if the responsibility is due to conditions outside the party's control, and which the party could not have taken into consideration when the agreement was concluded, and could not have avoided or overcome ("Force Majeure event").

Atea has the right to terminate the Agreement when the Force Majeure event period is longer than thirty (30) calendar days. If any Force Majeure event has prevented or is reasonably expected to substantially prevent the provision of the delivery for a period of more than thirty (30) calendar days Atea may also fully or partly terminate any or all affected Purchase Orders.

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3.12 Bankruptcy

In the event of debt rescheduling proceedings, composition with creditors, or other forms of creditor intervention in respect of the Supplier's business, Atea is entitled to terminating the Agreement with immediate effect.

3.13 Applicable law and dispute resolution

Any dispute between Atea and the Supplier, including the validity, drafting, and completion of the Agreement, and the Parties' rights and obligations in accordance with this, shall be settled according to Danish law, however, with the exception of Danish intentional private law.

Headings to provisions and subparagraphs in the Agreement are only for the purpose of breadth of view and are not to be interpreted as a legally binding part of the Agreement. The headings are not intended to define, limit, explain, or describe the extent of the Agreement and its terms, provisions, or warranties.

In the daily collaboration, the Parties shall identify and loyal to the opposing Party seek to resolve differences amicably at the earliest stage possible.

Any disputes, controversies, or claims, which might arise between the Parties, are sought to be solved by extrajudicial negotiations between the Parties. In the event that a conclusion to a dispute, controversy or a claim is not concluded within a period of fourteen (14) calendar days after the invoking of this provision, the negotiations must upon application from a Party be referred to the executive board in each company. The executive board shall no later than eight (8) days after such application has been made, organize a meeting and seek the dispute resolved.

In the event that a dispute, controversy, or a claim have not reached a final conclusion within thirty (30) calendar days after the referral of the negotiations to the executive boards, the dispute must be solved by litigation before the Copenhagen City Court or by arbitration before "The Danish Institute of Arbitration" in Copenhagen, Denmark, by one or three arbitrators in accordance with the applicable law of the institution. Danish or English shall be applied in the arbitration.

The Party who applies for arbitration must inform the other Party thereof by a recommended letter with a short report on arbitration claims attached. The arbitration shall decide which substantive law applies and shall determine the distribution of salaries and expenses as a result of the arbitration and distribute these between the Parties.

The arbitral award is final and subject to direct enforcement. The award cannot be appealed. The Parties are obligated to enforce the arbitral award.

If the dispute is about whether an SLA is met or a purely technical issue regarding an alleged defect in a product, either Party may request the Danish Institute of Arbitration to appoint an independent IT expert with special expertise in the technical field in question, who shall make a final and binding decision on the issue for both Parties.

The above written concerning arbitration does not limit the disclosing Party of the possibility to seek the infringement of the Confidential Information to a hold by means of temporary injunction or other interim measures in any competent jurisdiction.

3.14 Audit

At Atea's request, Supplier shall, upon no less than thirty (30) working days' prior written notice submit an updated report to Atea prepared by a competent third party (auditor) on:

- audit on Supplier's compliance with its obligations under the Agreement, including measurements of Service Levels and other performance metrics,
- audit on invoicing by Supplier,
- audit on Supplier's compliance with legal requirements, including safety regulations and requirements on the processing of personal data, and
- audit on security, including confidentiality, integrity. and availability of information and Documentation in connection with the provision of Products and Services.

Supplier shall provide all necessary assistance for the implementation of such audit, including, but not limited to, giving access to Supplier's facilities and disclosing all material and information regarding this Procurement Agreement, and which is necessary to verify the Supplier's compliance with its obligations under the Agreement.

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By default, Atea shall pay all costs to the auditor. In the event that the audit reveals any irregularities or defaults, all costs to the auditor shall be paid by Supplier.

In the event that the audit reveals any irregularities or defaults such conditions shall be remedied immediately, and Atea shall be entitled to request a re-audit at any time to verify the remediation. The Supplier shall bear all costs and expenses associated with re-audits reasonably caused by any irregularities or defaults attributable to the Supplier.

No audits or re-audits shall be limiting for Atea's right to claim remedy for any breach disclosed by the audit.

4 CHAPTER III – ATEA CODE OF CONDUCT AND CSR

Atea is committed to working actively to promote CSR and the Supplier shall follow any ethical requirements relevant for this Agreement. Atea respects the fundamental requirements of CSR, as encompassed in Atea's and the Atea Group's CSR policy and programs amended from time to time, available at <https://www.atea.com/sustainability/csr-reporting/>. Atea incorporates CSR in its activities related to the Agreement. Transportation of goods shall be handled as environmentally conscious as possible.

Supplier undertakes not to initiate any activities violating Atea's Supplier Code of Conduct or Atea's Compliance Policies <https://www.atea.dk/om-atea/vores-ansvar> applicable at any time nor shall the Supplier initiate any activities to affect Atea's employees to violate Atea's Compliance Policies. Supplier shall comply with all current laws and standards regarding corruption and warrants to implement necessary routines to avoid any form of bribe or corruption.

The Supplier undertakes to adhere to and fulfill the standards established by the Electronics Citizenship Coalition (EICC) Code of conduct – or equivalent – and work proactively to ensure that the same standards are adhered to by its suppliers and sub-contractors.

The Supplier shall, as reasonably requested by Atea, agree to provide relevant information and documentation as evidence that Supplier and its sub-suppliers are actively pursuing compliance with the EICC standards for the purposes of Atea's due diligence. The details of which information shall be provided in writing within 3 months of Atea's request.

When Atea has reasons to believe that the Supplier or any of its subcontractors do not comply with the EICC standards, and in the event of credible, serious allegations to this effect, Atea shall initiate a dialogue with the Supplier and undertake an investigation to determine the reasons, the extent and the impact of such non-compliance. If deemed necessary to complete the investigation, Atea shall have the right, and Supplier shall procure that Atea has the right, to conduct audits of Supplier and sub-supplier. Atea will accept to follow planned audits as an observer.

The Parties shall upon Atea's request agree on an individual time-bound improvement plan to address confirmed non-compliance. In the event that the improvement plan is not fulfilled within the period stipulated in such plan, or in the event the Parties are unable to agree on such improvement plan within 90 days from Atea's request, Atea shall have the right to terminate the Agreement with immediate effect.

A breach of this Section 4 shall be deemed a breach of the Agreement.

Additional marketing grants are agreed – according to compliance roles – between the Parties, taking actual marketing activities into consideration.

In any manner of prize awarding's and/or sale competitions, these shall be approved by Atea's Category Manager beforehand.

5 CHAPTER IV – FINANCE MANAGEMENT

5.1 Prices

5.1.1 Invoicing

Unless otherwise agreed in writing, all Prices are in Danish Kroner (DKK) and are exclusive of VAT, but including all other taxes and expenses, including any customs duties if delivery is made in Denmark. In the event that changes to Danish public taxes occur in the same period between the Order date and the Delivery date, the Price adjusted with

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the net economic consequence thereof so that if Atea's position remains unchanged. The Supplier's Prices are including standard packaging and delivery in Denmark.

The Prices must be invoiced to Atea in accordance with Schedule 1 – Products and Price Schedule, the PO and/or found in the Price File last received in accordance with this Agreement.

Unless otherwise agreed, the Supplier shall deliver an updated Price File to Atea every working day before 07:00 AM, relating to that respective day. Price Files shall be electronically delivered in accordance with instructions from Atea.

Products shall be invoiced at the Prices on the day of the order.

The Prices for the delivery of the Services and/or Products to End-User Customers with special bid must be invoiced to Atea in accordance with the agreed bid prices.

5.1.2 Adjustment of Prices

The Price models set out in the Schedule 1, Products and Price Schedule are fixed and can be changed after mutual agreement and with **ninety (90)** days of notice. All Price changes will be handled as an amendment to the Agreement.

The Prices must on a regular basis be benchmarked against the marked to ensure Atea the best Prices in the marked. The Supplier must proactively participate in the Price benchmarking process by proposing the new pricing.

It is the Suppliers responsibility to inform Atea immediately if a Vendor changes the programs or terms. The information must contain a detailed description of the changes and the financial impact of the Agreement.

The Supplier may not unilaterally change or quote the Prices in any other way (for example in a different currency) unless there is a written agreement to this prior to delivery of the relevant Price File.

5.2 Payment and Invoicing

The invoice corresponding to the PO, shall be sent to Atea at the same time as the delivery takes place.

Payment terms are **current month + sixty-two (62)** days from reception of correct invoice. If the agreed invoice information, as specified by Atea from time to time (PO no or any other reference), do not appear on the invoice, the payment terms will not have effected before a new invoice have been received with correct information. The Supplier's invoices shall include Ateas order number and reference. Any disbursements agreed must be explicitly listed.

Supplier shall submit electronic invoices in accordance with the guidelines issued by Atea.

In the event of late payment, interest shall be accruing at a rate of one percent (1%) per annum.

The Supplier shall quote and invoice Atea in Danish Kroner (DKK) or any other currency specifically agreed.

6 CHAPTER V – ORDER AND ORDER CONFIRMATION

6.1 Ordering

Prices stated in Schedule 1: Products and Price Schedule, Price File, or Special Bid is a binding offer from the Supplier, which is accepted when Atea enters a PO.

Products are electronically ordered on a continuous basis by Atea in accordance with the guidelines issued by Atea. A PO from Atea is not valid until the PO has been assigned a PO number.

Order confirmation with a specification of delivery time and Price (in the event the confirmation deviates from Atea's PO) shall be submitted electronically in accordance with the guidelines issued by Atea no later than three (3) hours after Atea's PO has been sent to the Supplier.

The order confirmation shall include the following:

- Order specification
- Price
- Shipment date
- Delivery address

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6.1.1 Change in date of shipment

If the Supplier fails to deliver the goods at the confirmed Delivery Date, the Supplier shall without undue delay, but no later than one day before the confirmed Delivery Date, re-confirm the delivery.

6.1.2 Order deviation

If there for any reason is cause to believe that there are errors in any given PO, the Supplier shall contact Atea electronically in accordance with the guidelines issued by Atea and Atea shall have the opportunity to change or cancel the relevant PO. This shall always be applicable if Atea have placed more than one PO with the same order number or if the same order have been placed more than once.

6.1.3 Period allowed for cancellation

The Supplier shall seek to practice some delay in their order placing process, in order for Atea to have the possibility to alter or cancel shortly after placing an order. The delay shall not exceed thirty (30) minutes.

6.1.4 Updated list of orders

The supplier shall, on a daily basis use Atea Supplier Portal for updates regarding outstanding orders in accordance with guidelines issued by Atea.

6.2 Delivery and return

6.2.1 Delivery

Deliveries are made DDP, VAT unpaid according to Incoterms 2010 within the borders of Denmark.

The Supplier must not make deliveries outside the borders of Denmark. Only in extraordinary cases, deliveries outside the borders of Denmark can be arranged after mutual agreement with Atea Procurement, which must be attached as an Schedule to this Agreement.

Extraordinary cost for transport may be agreed (for example express delivery or other forms of special deliveries) provided there is written consent from Atea in advance.

A delivery note must be attached to the delivery and may not contain any pricing information. The delivery note must contain Atea's PO number and product number for each item in the delivery.

Unless otherwise agreed, Products in stock ordered before Danish time 16:00 shall be delivered to the delivery address as set out in the PO within next business day. If the Product is not in stock, delivery shall take place no later than the Delivery Date stated in the order confirmation.

Unless otherwise agreed, Products with Configurations Services in stock ordered before 16:00 shall be delivered to the delivery address as set out in the PO within the second Business day after the Order date. If the Product is not in stock, delivery shall take place no later than the Delivery Date as stated in the order confirmation.

The Supplier must ensure that Products in backlog shall be delivered to the delivery address within next Business day if received by the Supplier before Danish time 12:00 and on the second Business day if received by the Supplier after Danish time 12:00.

If an ordered Product is not in stock and the Supplier do not have an order backlog that can fulfill the PO, the Supplier shall place a purchase order with the relevant Supplier at the latest on the same day the PO is received if the PO is received before Danish time 12:00 and on the next business day if the PO is received after Danish time 12:00.

Unless otherwise agreed, all PO's received from Atea must be partly delivered.

In the event that a Delivery Date is delayed by more than five (5) days, unless otherwise agreed, Atea is entitled at its own discretion, to terminate the PO in question for breach and to exercise its rights and remedies for breach under this Agreement and the general rules of Danish law.

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If a relevant delivery is delivered containing the wrong Product, fewer or more Products than what is set out in the PO and/or delivered to the wrong address, or if the same order is delivered twice etc., the Supplier shall immediately correct the mistake. The same applies if the transporter fails to deliver the Product as agreed. Atea and the End-User Customer shall be affected as little as possible.

6.2.2 Delivery confirmation

As soon as the Product is delivered, the Supplier shall send an electronic delivery confirmation to Atea in accordance with the guidelines issued by Atea, together with relevant Track & Trace information.

There is a delay if the complete delivery according to the relevant PO has not been delivered within the Delivery Date set out in the order confirmation or other time limits pursuant to this Agreement and the breach is not caused by circumstances that Atea is responsible for.

If the Supplier should assume that the delivery is likely not to take place in accordance with the delivery confirmation, the Supplier shall give Atea notice about this without undue delay and no later than the same day that the Supplier is aware of the potential delay. The notice shall state the reason for the delay and state when expected delivery will take place. This shall be forwarded electronically in accordance with the guidelines issued by Atea.

6.2.3 Inspection

Upon receiving goods, Atea or the End-User Customer shall to a reasonable extent inspect the Products and give the Supplier notification within seven (7) working days of clearly visible damages on the packaging. Other visible non-conformance (for example wrong product, wrong amount etc.) shall be reported within twenty-one (21) calendar days.

Unless otherwise agreed in writing, the Supplier shall redeliver/correct the delivery without further delay. Atea's own department for returning of goods will often be involved and is possible to contact at procurement@atea.dk. All costs will be attributed to the Supplier.

Atea retains its right to claim remedy for defective or delayed delivery.

6.2.4 Return of sales

Atea and Atea's End-User Customers have the right to return the Supplier's Products in the following cases:

- The product is intact and in unopened original packaging,
- Non-physical products must not be registered and/or activated.
- A RMA request has been submitted to the Supplier no later than thirty (30) working days from the Delivery Date.
- The product is returned to the Supplier no later than fifteen (15) working days after the Supplier's submission of a RMA number.
- In general, Special Goods and Customer Specific Goods are not part of this agreement, but if it is on stock on the ordering point, it will be handled under the normal "rotate" rules mentioned above. The supplier shall specify if the good is a Special Good.

6.2.5 Change of a PO

Atea has at any time the right to change a PO if needed.

The Supplier shall within one (1) business day from receiving a written notice about a change of the PO, send an e-mail to procurement@atea.dk explaining relevant risks and consequences of the change, including possible consequences regarding Price and Delivery Date. Any change to Prices shall correspond to the Prices stated in the Price File applicable at the time when the PO was send.

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7 SIGNATURES

For Atea A/S

City and date	City and date
Atea signature(s)	Atea signature(s)
Name, printed	Name(s), printed

For the Supplier

City and date	City and date
Signature of Supplier	Signature of Supplier
Name, printed	Name(s), printed

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8 SCHEDULE 1 – PRODUCT AND PRICE SCHEDULE

Insert price model with uplift. (Remember to delete if not in use).

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9 SCHEDULE 2 – SERVICE LEVEL & SERVICE LEVEL CREDITS

Atea accepts no less than the following SLA's:

9.1 Service level

9.1.1 Process time

Share of PO Lines with Products in stock ordered before Danish time 16:00 which are not delivered to the delivery address within next business day, as agreed in section 6.2.1 must not exceed two (2)%.

Share of PO Lines with Products that not exceed fifty (50) units with Configurations Services in stock ordered before Danish time 16:00, which not are delivered to the delivery address within the second business day, as agreed in section 6.2.1 must not exceed two (2)%.

9.1.2 Shipment date

Share of PO Lines in backlog without a confirmed or estimated Shipment Date within two (2) days after PO date must not exceed ten (10)%.

Share of Deliveries that don't meet confirmed or estimated Shipment Date must not exceed ten (10)%.

9.1.3 Delivery quality

Share of Deliveries not delivered as agreed (e.g. wrong product, quantity, price, address, wrong configuration, etc.) must not exceed zero, five (0,5)%.

9.1.4 Communication

The Supplier must, within two (2) hour, answer all emails received from Atea.

The Supplier must, within two (2) minutes, answer all phone calls received from Atea.

The SLA's stated above are measured based on all orders during a period of ninety (90) days.

9.2 Service level credits

None.

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10 SCHEDULE 3 – SPECIAL AGREEMENTS

If applicable, update with supplier specific agreements. (Remember to delete if not in use)