



**China Unicom (Europe) Operations Limited**

LEVEL 19, 40 BANK STREET, LONDON, ENGLAND, E14 5NR

## **GENERAL TERMS AND CONDITIONS**

### **FOR CHINA UNICOM (EUROPE) OPERATIONS LIMITED**

Updated in August 2023

## 1. Contract with China Unicom (Europe) Operations Limited

- 1.1 In this Agreement, the following terms have the following meanings:
- 1.1.1 "**CUE POP**" means a network Point of Presence maintained by CUE or its affiliates and partners.
- 1.1.2 "**Affiliate**" means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with 50% or more equity in an entity.
- 1.1.3 "**Charges**" shall have the meaning set out in clause 4.1.
- 1.1.4 "**Circuit Location Address**" means the location specified by Customer in the Order Form for one or both ends of the Service, if the Service is to be delivered at a location outside a CUE POP.
- 1.1.5 "**CUE**", "we", "us" and "our" refers to China Unicom (Europe) Operations Limited. (Our VAT Registration Number is 906 5917 08, Our Company Registration Number is 5992614).
- 1.1.6 "**Customer**", "you" and "your" refers to the customer identified on and executing the Order Form: Company Name, Registered Address.
- 1.1.7 "**Customer Interface**" means either (i) the Customer connection to Local Access Interface Equipment at a Circuit Location Address, or (ii) the Customer connection to a CUE POP, in each case as specified on the Order Form.
- 1.1.8 "**Dispute**" shall have the meaning set out in clause D.6.
- 1.1.9 "**Effective Date**" means the date on which the Order Form is signed by CUE.
- 1.1.10 "**Order Form**" means the Order Form for the Service that, when executed by Customer and CUE, along with the Specific Terms and Conditions and these General Terms and Conditions, comprise the Agreement between the Parties.
- 1.1.11 "**Party**" means either CUE or Customer, and "**Parties**" means both of CUE and Customer.
- 1.1.12 "**Personal Data**" shall have the meaning given in the Data Protection Act 1998.
- 1.1.13 "**Service**" means any telecommunications services to be provided by CUE pursuant to an Order Form signed by CUE and this Agreement.
- 1.1.14 "**Service Commencement Date**" means the earliest of: (i) the date agreed in the Order Form; (ii) the date when Customer is notified that the Service has been connected to the Customer Interface; (iii) the date when Customer begins using the Service, or (iv) the seventh (7th) day following us notifying you that we have successfully completed all circuit testing on the Service, unless you notify us during that period of any objections to such test results.
- 1.2 Headings are inserted for ease of reference only and do not affect the interpretation of these General Terms and Conditions.
- 1.3 References to Clauses are references to clauses of these General Terms and Conditions.
- 1.4 Unless the context otherwise requires, the singular includes the plural, the masculine gender includes the feminine and neuter genders and vice versa.
- 1.5 These general terms and conditions ("**General Terms and Conditions**") apply to all Services offered by CUE. Where additional terms and conditions apply to a Service, they will be set out in the Specific Terms and Conditions for that Service ("**Specific Terms and Conditions**").
- 1.6 By purchasing a Service, you entered into a contract with CUE. This contract consists of: (a) these General Terms and Conditions; (b) Order Form (including any schedules and appendices attached to and referenced in the Order Form) for that Service; and (c) the Specific Terms and Conditions (if any) for that Service (collectively "**Agreement**"). If you purchased more than one Service, you are deemed to have a separate contract with us for each Service.
- 1.7 You may order upgrades of, or modifications to a Service, or place an order for a new Service by executing a new Order Form that makes reference to these General Terms and Conditions and/or the applicable Specific Terms and Conditions. Upon countersignature of a new Order Form by CUE, a new Agreement will exist between you and CUE as to such upgraded or modified Service or new Service.

- 1.8 In the event of any discrepancies between General Terms and Conditions, any Specific Terms and Conditions, or the Order Form, the following order of precedence will apply:
  - 1.8.1 (highest precedence) **Order Form** (including any special terms specified in the Order Form or contained in schedules or appendices attached to and referenced therein).
  - 1.8.2 **Specific Terms and Conditions** (if any).
  - 1.8.3 (lowest precedence) **General Terms and Conditions** (this document).

## 2. Term

- 2.1 An accepted Order Form between you and CUE for a Service will commence on the Effective Date and will remain in force until the end of the specified term in the Order Form for such Service unless terminated earlier. You must specify an initial term for each Service in the Order Form, which shall not be less than one (1) year. If no initial term is specified in the Order Form, the initial term shall be deemed to be one (1) year ("Initial Term"). The Initial Term will commence on the Service Commencement Date for the Service. Upon conclusion of the Initial Term, the Service will automatically renew on yearly basis unless and until terminated by either Party upon sixty (60) days' written notice. Please see Clause G.3 for certain payments and other conditions that apply to termination in certain circumstances.

## 3. Implementation

- 3.1 A requested ready for service date ("RFS Date") is a tentative date agreed between the Parties for the provision of a Service by CUE. Any RFS Date set forth in the Order Form or otherwise specified by us is subject to our standard and expedited delivery intervals for the applicable Service. These intervals may change from time to time. Although we will use reasonable endeavours to provide the Service on or before the RFS Date, our inability to do so or to meet any other target date will not constitute a breach by us under this Agreement. However if we fail to make a Service available to you within ninety (90) days of the applicable RFS Date, you may thereafter, by giving twenty (20) days' prior written notice to us, cancel the delayed Service. Such cancellation will be your sole remedy under this Agreement.
- 3.2 Prior to any RFS Date for the Service at any location, you may postpone the RFS date for that location by giving us prompt written notice to such effect. If the rescheduled RFS is more than thirty days following the original RFS Date, we shall have the right to bill you for any charges or expenses incurred by us as a result of the rescheduling. Such expenses may include, but not be limited to, local access fees. In any event, you shall not postpone the RFS date for any location by more than sixty (60) days from the original RFS date.
- 3.3 If you request delivery of the Service at a location other than a CUE POP, you are deemed to have requested us or our designated Affiliate to arrange local access from the requested CUE POP to your specified location. You must cooperate with us in securing local access arrangements from local access providers. If we arrange local access on your behalf in connection with a Service, you are deemed to have agreed to and accepted all the terms and conditions imposed by the local access provider(s) and will fully indemnify us for any costs or liabilities that we may incur under such arrangements (including, without limitation, any cancellation penalties incurred if all or a portion of the applicable Service is terminated or cancelled).
- 3.4 In the event that the Customer requires on-net resources as part of the Services ("the Requirement"), and CUE requires a third party contractor/subcontractor to fulfill such Services, The Customer is required to address the Requirement in the Order Form as extra time to fulfill the Requirement will need to be included and considered for the RFS date.
- 3.5 Unless otherwise agreed by the Parties, the technical standards and method of operation to be applied and used in the provision of the Services shall conform to the relevant Recommendations of The Telecommunication Standards Sector (TSS) of the International Telecommunication Union (ITU).

## 4. Charges and Payment

- 4.1 The charges for Service, including but not limited to installation fee, monthly service fee and other expenses, are set out in and will be calculated in accordance with the applicable Order Form and/or Specific Terms and Conditions (the “**Charges**”). CUE will issue an invoice to Customer covering the installation fee (if applicable) upon countersigning the Order Form. The Customer shall pay for the installation fee within thirty (30) days from the date of the invoice.
- 4.2 Charging for monthly service fee and other expenses will begin on the Service Commencement Date. Where Charges are based on Usage, Charges will be calculated in accordance with details recorded by, or on behalf of, CUE. CUE shall, in the first 10 days of each month, issue invoices to Customer covering Charges for the previous month (where charges are usage based).
- 4.3 Customer must pay all invoices in full within thirty (30) days from the date of CUE’s invoice without any set-off, counterclaim or deduction. Where applicable, CUE may set-off any amounts it owes to Customer against any amounts owed by Customer to CUE under this Agreement. Where Customer fails to make any payment in full on the dates specified by CUE, CUE may, in its sole discretion, charge interest on the outstanding amount on a daily basis from the due date until the date of payment in full at a rate of 5 percent above the base rate of Barclays Bank PLC from time to time.
- 4.4 Unless otherwise provided in the Order Form and/or the Specific Terms and Conditions, CUE will invoice the Charges, and Customer will pay, all Charges in Pounds sterling. Charges are exclusive of applicable value-added, sales, use, excise, customs, duties or other taxes including but not limited to value added tax and withholding tax, fees or surcharges (including but not limited to regulatory fees or surcharges) (“**Taxes**”), relating to the sale, purchase, transfer of ownership, delivery, installation, license, use or processing of CUE equipment and/or CUE provided equipment or provision of Service under this Agreement. Customer will be liable for all such Taxes including those paid or payable by CUE and any related interest and/or charges, for Services supplied under this Agreement, except to the extent a valid exemption certificate is provided by Customer to CUE prior to delivery of Service, or in compliance with local regulations.
- 4.5 In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to CUE under this Agreement, such withholding tax shall be borne and paid by Customer in addition to the Charges due to CUE. Customer will provide CUE free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid by Customer.
- 4.6 Customer will promptly, but in no event later than fourteen (14) days from the date of invoice, notify CUE in writing of any dispute to the invoice (“**Dispute**”), together with all the information relevant to the Dispute, including the invoice in Dispute, the disputed amount, reason of Dispute and the facts on which Customer relies to support the Dispute. If no Dispute is raised within fourteen (14) days from the date of invoice, Customer irrevocably waives all rights to raise the Dispute it may otherwise have or had to do so.
- 4.7 Customer must pay all undisputed amounts of an invoice in accordance with Clause D.3. Where Customer Disputes a proportion of an invoice and the disputed amount is less than five percent (5%) of the total invoice amount, Customer must pay for the invoice in full. Where the disputed amount is equal to or more than five percent (5%) of the total invoice amount, Customer must pay the undisputed amount in full.
- 4.8 The Parties shall cooperate with each other to resolve any disputed invoice. Any disputed amount, which is subsequently agreed by the parties not to be owed to CUE but has already been paid by Customer, shall be credited to Customer through credit note. If the disputed amount is agreed by the parties to be owed to CUE, Customer shall pay such amount promptly with interest at a rate determined in the manner described in Clause D.3 from the date on which payment of the invoice was due until full payment.

## 5. Modification and Maintenance

- 5.1 CUE may modify the network or technical specifications applicable to any Service so long as such modifications do not result in any significant changes to the features and functionalities of the Service at the time you purchased it.
- 5.2 We may at our sole discretion wholly or partially suspend the Service in connection with network or equipment modification, preventive or emergency maintenance, or as may be required by applicable law. For any

maintenance scheduled beforehand and undertaken by us, we shall to the extent reasonably practicable, give you advance notice of such scheduled maintenance and suspension of Service. For unscheduled or emergency maintenance, we shall give you as much notice as is reasonably practicable. The notice given under this Clause E.2 will provide such details as are available concerning the maintenance and duration of suspension. To the extent commercially possible, we shall discuss the scheduled maintenance with you in advance and implement it in a manner which could minimize the impact as much as possible on you and your users.

- 5.3 We provide a coordinated, single point of contact maintenance function for Customer on a 24/7 basis. Depending on each Order Form and where necessary, CUE shall notify you of the details of this point of contact.

## 6. Customer Responsibilities

In addition to your other obligations under the Agreement you must:

- 6.1 Procure for CUE and its subcontractors and agents, access to the premises and points of contact at all Circuit Location Addresses.
- 6.2 Provide CUE with such additional documentation, as may be necessary for us to procure local access for you in connection with the Service.
- 6.3 Assume all responsibility for all local access arrangements procured by CUE in connection with the Service.
- 6.4 Upgrade Customer-provided equipment as necessary to support the Service and provide environmentally suitable equipment rooms that comply with applicable laws and other requirements as may be applicable to the relevant equipment or otherwise reasonably specified by CUE.
- 6.5 Participate in any testing procedures and provide a secure and safe environment to any personnel of CUE or its subcontractors while they are on your premises for purposes of installation, testing or maintenance.
- 6.6 To the extent that we have agreed to provide any network terminating or other equipment in connection with the Service, you must:
- 6.6.1 Acknowledge that title to any equipment placed by CUE or our subcontractor on your premises in connection with the Service remains with us or such subcontractor.
- 6.6.2 Be responsible for preparing the location for installation, including providing adequate space, heating and cooling and electrical power.
- 6.6.3 Provide us or our agents with reasonable access to the location for installation and maintenance.
- 6.6.4 Use reasonable care in protecting the equipment from damage or loss and repair or replace any equipment that is damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes that are within your reasonable control.
- 6.6.5 Upon termination of the Service or the Agreement for any reason, make available all equipment for removal or return in the same condition as originally installed (ordinary wear and tear excepted) or pay a mutually negotiated restoration or retention fee.
- 6.6.6 Hold harmless and indemnify CUE for any and all claims, demands, actions, losses, expenses, liabilities, damages and costs, incurred by CUE for any interruption of or inability to use the Service where such event is caused by or connected with your failure to comply with any of the foregoing.
- 6.7 Use the Service only for the purposes for which it is designed and provided.
- 6.8 Possess or obtain and maintain in force all necessary licences and permits, and comply with any laws, directives, regulations and conventions which may be applicable to the possession or use of the Service by you or third parties using it through you.
- 6.9 Not use the Service or permit third parties using it through you to do so in a manner which:
- 6.9.1 violates any applicable law, regulation, treaty or tariff;
- 6.9.2 violates the acceptable usages of any networks, equipment or services which are accessed through CUE's network;

- 6.9.3 infringes on the intellectual property rights of others;
- 6.9.4 is fraudulent, deceptive, or misleading;
- 6.9.5 is excessively burdensome or otherwise results in network interruptions of any kind; or
- 6.9.6 involves illegal or unauthorized access, exploitation, interruptions or monitoring.

You must hold harmless and indemnify CUE for any and all claims, demands, actions, losses, expenses, liabilities, damages and costs, incurred by CUE which arise out of or in connection with any failures by you to comply with your obligations under this Agreement.

- 6.10 Comply with your other obligations that are specified in the country annex and the Specific Terms and Conditions.

## 7 Termination

- 7.1 Termination for Breach by Customer. CUE may terminate this Agreement with 30 days' prior written notice to you, if: (a) you fail to pay any outstanding Charges due under this Agreement within five days of us notifying you of the delinquency; or (b) you fail to comply with any other material provision of this Agreement and have not remedied the failure within thirty (30) days of us notifying you, you will be in default of this Agreement. Once you are in default of this Agreement, we may at our sole discretion do any or all of the following: (i) terminate or temporarily suspend all of the Services or just the Services that are the subject of the default; (ii) terminate this Agreement; (iii) attach, take possession of and/or remove any equipment you have in our facilities in connection with the Service and, subject to applicable law, sell or otherwise dispose of it in full or partial satisfaction of amounts you owe us under this Agreement; or (iv) exercise such other remedies as are available to us or our affiliates at law or in equity. If we terminate a Service or the Agreement, in addition to all Charges accruing to the applicable Service up to and including the termination date, you must also pay us the termination charges described in Clause G.3. In the event we suspend a Service, Charges will continue to accrue during the period of suspension until (1) we terminate the Service or this Agreement or (2) you cure the applicable default and we reactivate the Service.
- 7.2 Termination for Breach by CUE. If we fail to perform a material obligation under of this Agreement and have not remedied such failure within sixty (60) days of you notifying us, you may terminate the applicable Service with 30 days' prior written notice to CUE. You will not be liable for any Charges accruing to the Services from the date of termination. If our failure to perform (and no other factors attributed by you) resulted in you not being able to use the Service you will not be liable for any Charges accruing to the Service after the date the Service became unusable. Termination of the Service is your sole and exclusive remedy under this Agreement for breach by CUE.
- 7.3 Termination Charges for Customer Breach or Early Termination for Customer Convenience. For each Service that is terminated prior to the end of the applicable Initial Term, you must pay the following termination charges: (a) all unpaid and/or outstanding Charges incurred up to and including the date of termination; and (b)(i) for Services with an Initial Term of one year or less, all Monthly Service Charges that would have been payable for the remainder of the Initial Term; or (ii) for Services with an Initial Term of more than one year, all Monthly Service Charges that would have been payable during the first year of such term (if termination is during the first year), and fifty percent of the Monthly Service Charges that would have been payable over the remaining term of the Initial Term; and (iii) any taxes payable by you (see Clause D.5 above).
- 7.4 Termination for Bankruptcy, etc. Either party may terminate this Agreement upon twenty-four (24) hours' written notice with immediate effect by writing to the other party if the other party: (a) ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement); or (b) becomes insolvent; or (c) is unable to pay its debts as they fall due; or (d) has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business; or (e) makes any composition or arrangement with its creditors; or (f) an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); or (g) takes or suffers any similar or analogous procedure to any of the events described at Clause G.4 (a) to Clause G.4. (f) in any jurisdiction.

## 8. Third Party Use

- 8.1 You may not resell or permit third parties to use the Service.

## 9. Warranty and Limitation of Liability

- 9.1 WARRANTY AND DISCLAIMER. CUE warrants that it will deliver the services using the reasonable skill and care of a competent telecommunications service provider and will use reasonable efforts to restore the services in the case of a network failure. CUE makes no other warranty or guarantee, express or implied, under this agreement or otherwise. CUE further expressly disclaims any implied warranties of merchantability, satisfactory quality, and/or fitness for a particular purpose.
- 9.2 LIMITATION OF LIABILITY. Notwithstanding anything else in this Agreement, CUE's liability under or in connection with this Agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:
- 9.2.1 for liability arising from death or injury to persons or any other matter which may not be limited by applicable law, there shall be no limit;
- 9.2.2 for loss of or damage to physical property, the aggregate liability in any calendar year of this Agreement for any one or series of connected events shall be equal to the aggregate monthly Charges paid by Customer under this Agreement for the calendar year in question;
- 9.2.3 for any other liability, the aggregate liability in any calendar year of this Agreement for any one or series of connected events shall be limited to 125% of the monthly Charges for the calendar year in question.
- 9.2.4 for any events which entitle Customer to any service credits under applicable Specific Terms and Conditions, such service credits shall be CUE's entire liability and Customer's sole and exclusive remedy.
- 9.3 EXCLUSION OF CERTAIN TYPES OF DAMAGES, ETC. CUE will in no circumstances be liable to you or any person claiming through you (whether in contract, tort or otherwise) for any indirect, consequential or special damages, lost revenues, loss of data, lost savings, or lost profits of any kind. CUE will in no circumstances be liable for any damages attributable to any service, product or actions of any person other than CUE, its employees and agents acting in relation to this Agreement.

## 10. Confidentiality

- 10.1 From the Effective Date until the expiration of three (3) years following the termination of this Agreement, a Party receiving ("Recipient") information marked or otherwise reasonably understood to be confidential or proprietary of the disclosing Party ("Information") must keep confidential and not disclose without the disclosing Party's consent the Information, and will use the same level of care with respect to the Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of this Agreement, both Parties are the Recipients of the Information contained herein.
- 10.2 Notwithstanding the above, Information will not be deemed confidential and Recipient will have no obligation with respect to any Information which (i) is already lawfully known to Recipient prior to the supply or disclosure of the Information to the Recipient, (ii) is or becomes publicly available, without breach by the Recipient of any other obligations of confidentiality, (iii) is received by Recipient from another source without similar restriction and without breach of this Agreement, or (iv) is furnished to a third party by the disclosing Party without similar restrictions on the third party's rights.
- 10.3 If Recipient requested or required by law to disclose any Information, Recipient will promptly notify the disclosing Party in order that the disclosing Party may seek an appropriate protective order, or consent to the release of the Information.
- 10.4 To the extent CUE collects any Personal Data in the administration and operation of this Agreement, such Personal Data will be considered Information subject to this Clause.
- 10.5 CUE will be permitted to process Information received from Customer for the purposes of the administration and operation of this Agreement and the provision of the Services. Such processing may also include storage of information in a local or foreign database.

10.6 If a separate Non Disclosure Agreement ("NDA") is signed between CUE and the Customer and if there are any conflicts between this Clause J and the NDA, the terms in the NDA shall prevail.

## 11. Personal Data

11.1 CUE may request Personal Data from you for the provision of the Service. You are responsible for complying with obligations on you under applicable data protection law in England and Wales. You may decline to provide the Personal Data but CUE reserves the right to decline the provision of the Service and terminate this Agreement in accordance with Clause G.

11.2 You agree and understand that CUE may use those Personal Data for:

11.2.1 provision of the Services to you including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of the Service to you and/or transfer of such Personal Data to Affiliates as necessary for the provision of any service by such Affiliates;

11.2.2 Matching the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Service;

11.2.3 marketing of goods and/or services provided by us, our agents, Affiliates or subsidiaries, in relation to the Service or the services provided by our Affiliates;

11.2.4 Improving the Service or the provision of services by Affiliates;

11.2.5 Analyzing, authenticating and checking your credit, payment and/or status in relation to the provision of the Service;

11.2.6 Processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Service or requested by you;

11.2.7 Enabling the daily operation of your accounts with CUE or our Affiliates and /or the collection of amounts outstanding from you (which may include disclosing your personal data to debt collection agents) in relation to the Services or any products or services provided by our Affiliates; and

11.2.8 Disclosure as required by law or prevention or detection of crime.

11.3 You shall notify CUE of any changes of Personal Data which may affect the provision of the Service to you. On our request, you shall provide us with information relating to you and your use of Service reasonably required by us to:

11.3.1 assist us in complying with our obligations under any applicable law;

11.3.2 report to any government agency regarding compliance with those obligations; and

11.3.3 assess whether you have complied, are complying and will be able to comply with all of your obligations under this Agreement.

11.4 Personal Data may be transferred by CUE outside of the United Kingdom. You authorize CUE to disclose or transfer the Personal Data to our Affiliates, agents, contractors, telecommunication operators of any other third parties, including without limitation, collection agents, credit reference agents, credit providers or other financial institutions who may be based outside of the United Kingdom and outside of the European Economic Area where the level of protection does not necessarily meet EU legal requirements. By submitting your Personal Data, you agree (on your own behalf and on behalf of any person whose data you provide to CUE) to this transfer, storing or processing.

## 12. General Terms

12.1 Publicity and Advertising. Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that CUE may list you as a user of the Service in our advertising and sales promotion materials.

- 12.2 **Governing Law.**
- 12.2.1 This Agreement and any non-contractual obligations arising in connection with it shall be governed by and interpreted in accordance with English Law.
- 12.2.2 Subject to clause L.2. (d) the English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this agreement, including disputes relating to any non-contractual obligations.
- 12.2.3 Each Party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).
- 12.2.4 Nothing in this agreement shall prevent either Party from applying to the courts of any other country for injunctive or other interim relief.
- 12.3 **Title.** Nothing in this Agreement is intended to or will create or vest in you any right, title or interest in any Service, its configuration or the underlying equipment and assets used to provide it.
- 12.4 **Severability.** If a court or administrative body holds any provision of this Agreement to be invalid or unenforceable, the relevant provision will be deemed severed from this Agreement, and the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement provision, if necessary.
- 12.5 **Assignment and Subcontracting.** This Agreement may not be assigned or transferred by either Party unless the other Party gives its prior written consent. However, notwithstanding the foregoing, we may: (a) freely assign or transfer this Agreement to any of our Affiliates; (b) freely assign our right to receive payments for the Services; and (c) subcontract a Service or a portion thereof provided that we will remain liable for the performance of any of our subcontractors. Any purported assignment that is inconsistent with this Clause will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Clause L.6.
- 12.6 **Independent Contractors.** Under this Agreement, both Parties are independent contractors which maintain complete control over their own personnel and operations. Except as expressly set forth herein, neither Party will become a partner, agent, fiduciary or legal representative of the other through operation of this Agreement.
- 12.7 **No Third Party Beneficiaries.** Unless expressly stated otherwise, nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement.
- 12.8 **Force Majeure.** **Force Majeure Event** means, in relation to a Party, an event out of such Party's reasonable control and not caused by such Party's default or negligence, including without limitation any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, strikes, riot, civil disorder, insurrection, mob violence, any kind of war or war-like conditions, act of terrorism or of the public enemy, epidemic, pandemic, quarantine, inability to procure materials or transportation facilities, national or regional emergency, power outage, labour dispute or shortage, act or failure to act of any Government Authority or act of God. Neither you nor CUE may be held responsible for any delay or failure in performance of any part of this Agreement if and to the extent that it is caused by Force Majeure Event. However no Force Majeure Events or circumstances will excuse you from your obligation to make any payments that are owed to us for Services delivered before the Force Majeure Event or that accrue due to your continued use of the Services thereafter. A Party who intends to invoke the exemption under the Force Majeure Event must give the other Party reasonable written notice of any Force Majeure Event setting out the anticipated impact upon its obligation under this Agreement. If any Force Majeure Event affecting a Party lasts for more than three (3) months, either Party may terminate the affected the Service upon twenty-four (24) hours' prior written notice to the other Party. Neither Party will incur any liability or charges other than the obligations to pay any outstanding Charges in the event a Service is terminated due to the Force Majeure Event.
- 12.9 **Regulatory Changes.** Services may be subject to laws and regulations in one or more jurisdictions. If the provision of a Service in any applicable jurisdiction is found to violate any applicable laws or regulations or would result in any additional licensing requirements becoming applicable to China Unicom Europe in any applicable jurisdiction, we may cancel or suspend such Service upon reasonable prior notice to you. You must pay any Charges for such Service prior to its cancellation or suspension, but will not be liable for any other amounts. We will make reasonable endeavours to restore the Service, or to provide under this Agreement a functionally

equivalent Service that is permitted under the applicable laws and regulations of the relevant jurisdiction. We will agree with you separately upon pricing terms for a functionally equivalent substitute Service. We will not be liable for any other damages or costs incurred due to the changes of laws and regulations affecting such Service.

- 12.10 **Notices.** All notices required or permitted under this Agreement must be made in writing and will be treated as having been received by the intended recipient when: (a) delivered in person to the recipient; (b) delivered with payment to a courier service; or (c) sent by facsimile with receipt confirmed by the sender's equipment. Either Party may change their address for notice as shown on the Order Form on ten days' prior written notice to the other Party.
- 12.12 **Survivability.** Any provision of this Agreement which by its context is intended to apply after termination of this Agreement will survive its termination.
- 12.13 **Waiver.** The waiver by either Party of any breach of this Agreement by the other Party in a particular instance will not operate as a waiver of any subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.
- 12.14 **English Language.** This Agreement has been executed in the English Language, which language will be controlling in all respects. No translation of the Agreement into any other language will be of any force or effect in the interpretation of the Agreement or in the determination of the intent of the Parties. Unless otherwise specified in the country annex.
- 12.15 **Set Off.** You must pay all the Charges without any set off and deduction in accordance with the Clause D.3.

## 13. ANTI-BRIBERY AND ANTI-CORRUPTION

- 13.1 The Customer shall:

- 13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 13.1.3 comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies as the Supplier may update them from time to time (**Relevant Policies**);
- 13.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and [Clause 13.1.2](#), and will enforce them where appropriate;
- 13.1.5 promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement;
- 13.1.6 immediately notify the Supplier (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;
- 13.1.7 within three months of the date of this agreement, and annually thereafter, certify to the Supplier in writing signed by an officer of the Customer, compliance with this [Clause 13](#) by the Customer and all persons associated with it under [Clause 13.2](#). The Customer shall provide such supporting evidence of compliance as the Supplier may reasonably request.
- 13.2 The Customer shall ensure that any person associated with the Customer who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this [Clause 13](#) (**Relevant Terms**). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms.
- 13.3 For the purpose of this [Clause 13](#), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this [Clause 1](#) a person associated with the Customer includes but is not limited to any subcontractor of the Customer.

## 14. Entire Agreement



## China Unicom (Europe) Operations Limited

LEVEL 19, 40 BANK STREET, LONDON, ENGLAND, E14 5NR

This Agreement, including the Order Form and Specific Terms and Conditions (if any), is the entire Agreement between the Parties concerning the applicable Service and it supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service. No change, modification or waiver of any of the terms of this Agreement will be binding unless included in a written agreement and signed by both Parties.