

## 1 SCOPE

1.1 These Partner Master Terms and Conditions (the “**Partner Master Terms and Conditions**” or “**Terms**”) are incorporated by reference into the Partner Agreement and any Partner Addendums concluded thereunder.

## 2 DEFINITIONS

Defined terms used herein shall have the meaning ascribed to them below, unless the context requires otherwise.

2.1 “**Authorized Partner Affiliates**” means, as applicable, such Partner Affiliates that have been identified as Authorized Partner Affiliates in the Partner Agreement.

2.2 “**Affiliate**” means any entity belonging to the same company group as either of the signing Parties hereto – i.e., as applicable, (i) any directly or indirectly owned subsidiary of either of the signing Parties hereto; (ii) any parent company, directly or indirectly owning either of the signing Parties hereto; and/or (iii) any “brother-sister” entities, i.e. being directly or indirectly owned by the same parent company as either of the signing Parties hereto; in all of the aforesaid cases the ownership share shall exceed fifty (50) percent of the issued share capital and/or votes.

2.3 “**Authorized Partner Activities**” means, as applicable and as expressly agreed and specified in the applicable Partner Addendum, the activities that Partner is authorized to perform in regards of the applicable IFS Products, such as promotion and sales activities, provision of services, etc.

2.4 “**Confidential Information**” means any and all technical and non-technical confidential or proprietary information relating to the business or commercial offerings of a Party (including that of its parent and affiliate companies, employees, suppliers, licensors and customers), whether or not stored in any medium, including, but not limited to, computer programs, code, algorithms, names and expertise of employees and consultants, information relating to existing, previous and potential suppliers, customers and contracts, know-how, trade secrets, formulas, processes, system designs, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information which is either identified as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to the Disclosing Party. Confidential Information includes, but is not limited to, the IFS Products, the Partner Agreement and any and all price information and other proprietary and confidential information or documentation of a financial or business nature pertaining to the business of IFS, its Affiliates and/or third parties.

2.5 “**Contract Year**” means the period of twelve (12) months commencing on the Effective Date and each anniversary thereafter.

2.6 “**Effective Date**” means the date indicated as “Effective Date” in the Partner Agreement, which date shall serve as the commencement date of the Partner Agreement.

2.7 “**End-Customers**” means a legal entity within the applicable Territory eligible to acquire or having already acquired, as applicable, the appropriate license to use any IFS Product hereunder, for its own internal business purposes.

2.8 “**IFS**” means the IFS entity being a signing Party to the Partner Agreement or, where relevant, the applicable Local Partner Addendum.

2.9 “**IFS Authorship Works**” means any existing or future versions of the IFS Products, IFS Services, Software Documentation, customized software, integrations, extensions, objects, modules, software, system designs, architectures, parameters, scripts, API:s, websites and social content, data, models, including the generalized features of the structure, sequence, and organization of the IFS Products, user interfaces and screen designs, coherence and methods of operation of systems, techniques, methodologies, processes, prototypes, specifications, manuals, reports, presentations, recommendations, proposals, sales and marketing collateral and other documentation, and any other existing or future works of authorship of any kind, form or format, whether tangible or intangible, whether or not based on any pre-existing works of IFS and whether or not patentable, subject to copyright, or susceptible to any other form of legal protection, which have been or will be created or obtained by or on behalf of IFS or any IFS Affiliate, including copies.

2.10 “**IFS Products**” means IFS Cloud and any other IFS proprietary application software products as applicable from time to time, including any modules, extensions, integrations, applications, “apps” and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith). “**third-party software**” means any software product, data or service owned by a third party, whether proprietary, commercial or designated as free and open source software.

2.11 “**IFS Services**” means any services offered by IFS to End-Customers in connection with any Authorized Partner Activities, as applicable and expressly agreed hereunder.

2.12 “**IPR**” means any and all rights existing from time to time in any jurisdiction under copyright law, patent law, moral rights law, trade secret law, confidential information law, trademark law, unfair competition law or other similar rights, including, without limitation trademarks and/or service marks, copyrights, patents, database rights (howsoever so called), design rights, and all similar property rights including those subsisting (in any part of the world) in proprietary data, discoveries, inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, mask works, trade secrets, business names, goodwill and the style and presentation of goods and services, know-how and all intangible proprietary information, and applications of any of the above rights, whether recorded or registered in any manner or otherwise.

2.13 “**Hybrid Work**” means any enhancement, improvement, update, customization, configuration, custom field, port or screen reformatting, correction, modification, adaptation, transformation, translation, compilation, remodeling, derivation or other work result of any kind which contains or incorporates or is a derivative work based on all or any portion of any IFS Authorship Works, regardless of who made or paid therefor, in whatever form, and whether made or designed by any tool or method of any kind.

2.14 “**Partner**” means the Partner entity signing Party identified as Partner in the Partner Agreement or, where relevant, the applicable Local Partner Addendum.

2.15 “**Partner Addendum**” means the Program-specific addendum(s) referenced in section 3.2.1 and in the Partner Agreement. Where applicable, the reference to a “**Partner Addendum**” may include a Local Partner Addendum. “**Local Partner Addendum**” means as defined in section 3.2.4.

2.16 “**Partner Agreement**” or “**Agreement**” means, in combination and as applicable, the Partner Agreement, these Terms, any Partner Addendums, any applicable annexes and schedules attached thereto, and any additional terms and conditions incorporated therein by reference.

2.17 “**Partner Connect Portal**” or “**Partner Connect**” means the online web-based platform to facilitate Partner’s partnership relationship with IFS that are provided to Partner in accordance with Partner’s participation in the IFS Partner Program and the terms of the Agreement.

2.18 “**Partner-Neutral basis**” means the same treatment with regard to sharing of information, material or updates as other equivalent partners.

2.19 “**Party**” or “**Parties**” means, individually and collectively, the contracting Parties to the Partner Agreement or, where relevant, the applicable Local Partner Addendum.

2.20 “**Software Documentation**” means the reference on-line manual produced by IFS describing the function of, and provided together with, the IFS Products.

2.21 **"Territory"** means such territorial scope specified in the Partner Agreement or, as applicable, such additional or separately agreed territorial scope as may be specified in the applicable Local Partner Addendum and shall always be limited by and be subject to countries where IFS has granted exclusive distributorship rights to a third party, in which case Partner will be required to work with the appointed local exclusive distributor.

## 3 COOPERATION AND RELATIONSHIP

### 3.1 Appointment

3.1.1 **Authorized Partner.** By the Parties signing the Partner Agreement, IFS hereby appoints Partner, and Partner hereby accepts appointment from IFS, as an IFS non-exclusive partner of the type(s) and for the Territory specified in the Partner Agreement.

3.1.2 **No Exclusivity.** The relationship created under the Partner Agreement is non-exclusive and each Party is free to enter into other similar relationships. In view hereof, Partner acknowledges that IFS, without incurring any obligation to compensate Partner: (a) always reserves the right to appoint other partners and representatives, including the appointment of an exclusive distributor, to promote, distribute and/or provide any of its products and/or services in the Territory and (b) may, without restriction, solicit orders for its products and/or services directly from, and/or provide products and/or services directly to any End-Customer or other third party.

### 3.2 Partner Addendums and Local Partner Addendums

3.2.1 **Partner Addendums.** The scope of engagement and cooperation between the Parties in the applicable Territory, as contemplated by the Partner Agreement, will be further detailed in one or multiple Partner Addendums (each a "**Partner Addendum**") executed and attached to the Partner Agreement, to address specific terms and conditions for various business commitments between the Parties. Consequently, Partner may only perform any Authorized Partner Activities to the extent specified and agreed under the terms of the applicable Partner Addendum.

3.2.2 **Local Partner Addendums.** Where relevant, Partner or Partner Authorized Affiliates and the relevant IFS Affiliate may enter into local addendum(s) ("**Local Partner Addendum**") under and incorporating the terms of the Partner Agreement, including these Terms, subject to any such localized terms and conditions as the parties thereto may agree and specify in writing. It is agreed that: (a) such localized terms and conditions shall only apply to the parties to the Local Partner Addendum and only for the purpose of such Local Partner Addendum; (b) references throughout these Terms or the applicable Partner Addendum to a "Party" shall be deemed to be references to the respective parties to the Local Partner Addendum; and (c) any amendment or variation, pursuant to section 13.4 below, of the Partner Agreement, including these Terms and/or any applicable Partner Addendum, will be binding upon each of the parties to any Local Partner Addendum with respect to such Local Partner Addendum, whether said amendment or variation came into effect before or after the date thereof.

### 3.3 Relationship

3.3.1 Each Party represents to the other full authority to enter into the Partner Agreement.

3.3.2 IFS and Partner are independent contractors. Neither Party is, or shall claim to be, a legal agent, representative or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts or liabilities for the other. Neither Party relies on any promises, inducements or representations made by the other except as expressly provided in the applicable Partner Addendum.

3.3.3 Nothing hereunder is intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business entity of any kind between the Parties. The rights and obligations of the Parties shall not be construed as providing for the sharing of property, profits, losses or liabilities arising out of the efforts of either or both of the Parties. Moreover, each Party will be responsible for its own employees (including compensation and employee benefits) and for their acts and omissions, as well as its respective costs and expenses related to any activities hereunder, except as may be otherwise expressly agreed in writing.

3.3.4 For all purposes of the Partner Agreement, the Parties will work in good faith with each other in all related matters to facilitate mutual and individual objectives.

3.3.5 For the avoidance of doubt, nothing in these Terms shall be construed to impose any contractual commitment on either Party in relation to any future business relationship.

### 3.4 Publicity and Communication

3.4.1 The Parties will exploit opportunities for joint publicity of any significant activities connected with the Partner Agreement and co-operate reasonably and promptly with requests from the other in this regard.

3.4.2 During the term of the Partner Agreement, each Party will be entitled to publicize its relationship with the other, including the use of the other's name and logo via its relevant marketing channels and reciprocal website linking, but always subject to the terms and conditions of section 7.4 below. Neither Party shall include broader reference to the other Party in any publicity or marketing and sales material without the other Party's written approval.

3.4.3 The Parties will co-operate and seek any relevant End-Customers' co-operation with End-Customer product endorsements, the preparation and approval of case studies, reference site visits, telephone references and marketing communications.

## 4 GENERAL PARTNER OBLIGATIONS

4.1 **Fees and Charges.** Partner shall pay in full all applicable fees and charges due under Partner Agreement within thirty (30) days from the date of IFS' invoice. Partner acknowledges that its payment obligation shall not be conditional upon receipt of the corresponding payment from the applicable End-Customer or other third party. Any amounts payable by IFS to Partner shall be subject to offset against any claims IFS may have against Partner or any amounts owed by Partner to IFS hereunder or otherwise. Overdue payments from Partner shall be subject to administration charges computed at a periodic rate of 1% per month or at the maximum rate allowed by law, whichever is lower.

4.2 **Partner's Business Activities.** For all purposes of the Partner Agreement, Partner:

- will conduct its business and actively perform the applicable Authorized Partner Activities and other agreed duties and obligations hereunder in its own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws and regulations and pursuant to the terms of the Partner Agreement;
- will, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of its business activities hereunder; and
- will be solely responsible for any and all expenses, costs, risks, liabilities, debts, charges, duties, taxes, tariffs and/or similar obligations incurred by Partner, its Affiliates, employees and contractors in connection with its business and/or the Partner Agreement;
- undertakes, for the due and timely performance of the agreed Authorized Partner Activities and/or other agreed duties and obligations hereunder, to maintain a sufficient number of qualified and certified software industry professionals;

- (e) may not appoint any subcontractors to perform any portion of the agreed Authorized Partner Activities and/or other agreed duties and obligations hereunder, except with IFS's prior written consent, provided that the aforesaid restriction shall not apply to hired-in staff and, further, that Partner will be fully responsible for any subcontractor (including any hired-in staff) to the same extent as for its own business and personnel;
- (f) undertakes, where relevant, to have its relevant personnel participate in the IFS Academy™ training and certification process to be duly trained and certified to timely and competently perform any agreed Authorized Partner Activities throughout the term of the Partner Agreement.

4.3 **Promotion.** Partner shall, at its expense and subject to the terms and conditions of the applicable Partner Addendum:

- (a) actively keep itself updated of IFS's offerings relating to the applicable IFS Products and, to the extent required to duly perform any agreed Authorized Partner Activities and/or other agreed duties and obligations hereunder, acquire and maintain relevant, comprehensive and fundamental knowledge about the installation, operation and use of the applicable IFS Products from time to time;
- (b) promote and demonstrate the IFS Products internally to appropriate personnel, divisions and business units throughout Partner's corporate group and facilitate contact and dialogue between such personnel, divisions and business units and IFS;
- (c) participate in IFS's relevant marketing and other initiatives, as agreed on a case-by-case-basis;
- (d) duly and accurately, on an all commercially reasonable efforts basis, present IFS, any IFS Products and/or IFS Services related to the applicable Authorized Partner Activities using (i) only the trademarks and product names assigned thereto by IFS and in accordance with IFS's brand requirements and usage of product and services trademarks and (ii) only IFS approved marketing collateral and non-confidential information relating thereto;
- (e) not make or imply any representations, warranties or indemnities in regards of any IFS Products or IFS Services or their specifications, features, or capabilities that are inconsistent with IFS's then current documentation or otherwise provided by or authorized in writing by IFS, nor make or imply any representations, warranties or guarantees on behalf of IFS or otherwise engage in misleading promotion or sales practice;
- (f) promote the IFS Products within the Territory; and
- (g) on IFS's request, promptly submit for review and approval any and all advertising or marketing materials relating to Partner's participation in the IFS Partner Program and/or any agreed Authorized Partner Activities, and shall not publish or distribute any such materials without IFS's prior written approval.

4.4 **Right to Audit.** IFS reserves the right, on reasonable notice, to conduct (itself and/or by way of appropriate third parties being subject to customary duty of confidentiality) audits of Partner/Partner Affiliates, including but not limited to review of their relevant books and records and allowing access to their relevant personnel, security safeguards, systems and/or premises and sites, to demonstrate compliance with the applicable requirements and commitments under the Partner Agreement (including without limitation the obligations set forth in section 10 below), and Partner shall, on a free of charge basis, provide all reasonable assistance, information and access to IFS to facilitate the due performance of such audits. IFS may, at its sole discretion, propose improvement actions identified during the audit which the Partner will be required to meet in an agreed timeframe. IFS reserves the right, if deemed necessary, to require additional audits to ensure compliance with the applicable requirements and commitments under the Partner Agreement, including any audit requirements associated with the Partner Program.

4.5 **Partner Access.** As standard Partner has access to:

- 4.5.1 Academy for self-service training and development;
- 4.5.2 Community and knowledgebase for self-service help;
- 4.5.3 Partner Connect Portal and access to underlying content for self-service reference and where applicable;
- 4.5.4 Partner Self-Service Portal (Osca)

## 5 IFS PRODUCTS AND MARKET DEVELOPMENT

- 5.1 IFS will keep Partner generally informed about development plans for the IFS Products, on a Partner-Neutral basis.
- 5.2 IFS reserves the right, at its sole discretion, to (i) modify, enhance, replace or make additions to any IFS Products; (ii) change the design, or discontinue developing, producing, licensing or distributing any of the IFS Products in any part of any territory, and (iii) announce new products to which the terms and conditions of the Partner Agreement may not apply.

## 6 CONFIDENTIALITY

- 6.1 The Parties acknowledge and agree that under the Partner Agreement a Party (and/or any of its Affiliates) (the "Receiving Party") may have access to Confidential Information of the other Party (and/or any of its Affiliates) ("Disclosing Party").
- 6.2 Receiving Party agrees to hold all Confidential Information disclosed hereunder to it in confidence and to use at least the same degree of care, but no less than reasonable care, to prevent any unauthorized disclosure of such Confidential Information that it uses to protect its own confidential information. Receiving Party shall use such Confidential Information solely for the purposes of performing any agreed obligations under the Partner Agreement. The Receiving Party agrees not to disclose or divulge any such Confidential Information to anyone except its (or its relevant Affiliates') employees, contractors, other representatives, professional advisors, bankers and financiers who are obligated to maintain confidentiality and have a need to know the Confidential Information in furtherance hereof. Receiving Party shall be directly liable for the acts or omissions of any such employees, contractors or representatives with respect to such confidentiality obligations. The Parties' obligations relating to Confidential Information survive the termination hereof without limitation in time.
- 6.3 The foregoing obligations shall not apply to any Confidential Information which Receiving Party can show: (a) is, or becomes, available within the public domain without any unauthorized disclosure; (b) is lawfully in the possession of the Receiving Party before its disclosure hereunder and had not previously been obtained under an obligation of confidentiality; (c) has been obtained from a third party who is free to disclose it without any confidentiality or use restrictions of any kind; or (d) is independently developed without access to or use of any Confidential Information. If Receiving Party is requested pursuant to legal process to disclose any Confidential Information of the Disclosing Party, Receiving Party shall provide Disclosing Party with notice to such effect, and at the request of Disclosing Party will reasonably co-operate with Disclosing Party in seeking relief against the disclosure of such Confidential Information.

## 7 IPR

- 7.1 **IFS Materials.** All right, title and interest (including any IPR) in and to any existing or future versions of the IFS Partner Program, IFS Products, IFS Services, Software Documentation and any other IFS Authorship Works, provided to Partner or otherwise arising out of or in connection with the Partner Agreement, as well as any Hybrid Works thereof or related thereto, by whomever produced and in whatever form (collectively the "IFS Materials"), shall remain or become upon creation, as applicable, the exclusive property of IFS or its licensors, worldwide and in perpetuity, including ownership of copies, with full and unrestricted right to change, duplicate, exploit, transfer, assign or otherwise dispose of in any way, such works and

all rights to enforce such rights and interests, and Partner hereby, without charge or royalty, conveys, assigns, and transfers all right, title and interest that it may have in the IFS Materials, as applicable, and will, on IFS's request, provide IFS with copies of all works in which IFS has ownership pursuant to this section 7.1, including source code and appurtenant documentation, in accordance with IFS's directions.

7.2 **Partner Materials.** Subject to any third-party rights, as applicable, and IFS's underlying rights in all IPR pertaining to the IFS Materials pursuant to section 7.1, Partner retains all right, title and interest (including any IPR) in and to any previous, current or future versions of any materials, Confidential Information, documentation, training materials, collateral, marketing materials or other related materials, works or results of any kind, provided to IFS in connection with the Partner Agreement, as well as, except as otherwise expressly agreed between the Parties in writing, any copies, enhancements, updates, customizations, configurations, modifications, adaptations, transformations, translations, and any other derivative work based on all or any portion thereof (collectively the "**Partner Materials**"). Partner shall ensure that IFS and IFS Affiliates and any of their contractors, without charge or royalty, are granted the right and license to use any such Partner Materials solely for the purpose of providing to End-Customers any agreed products and services under or in connection with the applicable Partner Addendum.

7.3 **Licenses granted under the Partner Agreement.** Any license granted by a Party (the "**Licensor**") to the other Party (the "**Licensee**") hereunder, as applicable, shall be limited to the express applicable terms and restrictions and shall be solely for the express purpose for which such license has been granted by the other Party. Nothing in the Partner Agreement shall be deemed to grant the Licensee, either directly, by implication or otherwise, any other license or right and Licensee does not acquire any other rights or ownership interests by virtue of the Partner Addendum or any transactions contemplated thereunder. Moreover, except as otherwise expressly agreed by the Licensor in writing or to the extent permitted by mandatory law, Licensee may not maintain, customize, correct, develop, or otherwise adjust, modify or create derivative works, nor, decompile, reverse engineer, disassemble, decrypt, unbundle, attempt to extract or in any other way recreate or derive any source code of the licensed software (including derivation of the source code or review of data structures or similar materials included in or produced by the licensed software). Except to the extent otherwise expressly agreed in writing by Licensor, Licensee acknowledges and agrees that any such licenses are provided "as is" and "as available" and that Licensor disclaims all warranties in connection therewith, including any express, implied, or statutory warranties with respect thereto.

7.4 **Trademarks.** Except as set forth herein or otherwise provided in the applicable Partner Addendum, neither Party shall use any of the other Party's trademarks, trade names, symbols, logos or company names in advertising or other promotional material or promotional activity (including Internet websites) without first obtaining the other Party's prior express written permission and then always in compliance with such Party's applicable trademark policies and guidelines.

**Use of IFS Trademarks.** Partner shall conduct its business under its own name and shall not state or imply that any of its own products or services are endorsed or recommended by IFS, nor incorporate any IFS trademark or trade name or symbol to identify Partner's business or products or services. Any use by Partner of any IFS trademark or trade name or symbol shall be as specifically authorized by IFS in writing and solely for the purposes of any Authorized Partner Activities hereunder and always in accordance with IFS's reasonable trademark/logo guidelines as communicated to Partner from time to time. Partner shall not remove, alter or obscure any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels included in or affixed to any IFS Material. Partner shall not otherwise use, nor register any of IFS's trademarks or trade names or register or use any mark or name closely resembling IFS's. Nor shall Partner register any internet domain names that are, or that incorporate, any IFS trademarks or trade names, and Partner shall relinquish to IFS any such internet domain names it acquires or owns upon request by IFS. For the avoidance of doubt, the existence of a copyright notice shall not cause, or be construed as causing, any IFS Materials to be in the public domain or to be other than an unpublished work with all rights reserved under the relevant copyright laws.

**Use of Partner Trademarks.** Partner agrees that IFS may identify Partner as an IFS partner and agrees to be featured as such on IFS's marketing materials and websites. Specific content associated with Partner's placement on IFS's website, press releases and marketing materials shall be subject to Partner's prior approval, not to be unreasonably withheld. Partner grants to IFS a non-transferable, non-exclusive limited license to use Partner's relevant trademarks, trade names or logos for the sole purpose set forth in this section and any applicable Partner Addendum and in compliance with Partner's reasonable trademark/logo guidelines as communicated by Partner to IFS from time to time.

7.5 The decision to assert a claim, or to file and prosecute a legal or enforcement action, lawsuit, legal proceeding of any type, or piracy action or communication, against an alleged infringer of any IPR of a Party shall be exclusively within the discretion of that Party. If the Party determines to pursue any such infringement, it shall be responsible for any and all costs and expenses arising out of pursuing such action. All direct or indirect sums awarded, recovered or generated resulting directly from such action shall be for the account of such Party.

## 8 DISCLAIMER AND LIMITATION OF LIABILITY

8.1 Unless otherwise expressly agreed in writing, each Party disclaims, to the maximum extent permitted by law, all warranties (including without limitation the warranties of merchantability, satisfactory quality, fitness for a particular or intended purpose, ability to achieve a particular result, or accuracy or completeness of responses or results), whether for its products or services, deliverables or third-party products, and whether expressed or implied. IFS does not warrant that any IFS Product or IFS Services will be constantly available, uninterrupted or error free or that all errors may be found to enable correction.

8.2 In no event will either Party, its Affiliates, or licensors be liable under the Partner Agreement for any indirect, consequential, special, punitive, exemplary or incidental cost, loss or damage or for any business interruption, loss or corruption of data, or for any loss of profits, goodwill, reputation, revenue, business opportunities, or anticipated savings, howsoever arising, even though the Parties may be aware of the possibility or likelihood of such cost, loss or damage and regardless of the form of action or whether arising in contract, tort, negligence, by statute or otherwise.

8.3 Unless otherwise expressly agreed in writing, a Party's (and its Affiliates') maximum and cumulative liability for all obligations and liabilities arising hereunder (regardless of the form of action, whether in contract, tort, negligence, by statute or otherwise), shall in no event exceed: (a) for claims arising from or in connection with a transaction hereunder i.e. resulting from an order being placed on Partner by IFS or IFS by Partner (or multiple transactions) relating to a particular End-Customer, the maximum liability in any Contract Year shall be the fees paid or due to be paid in that Contract Year under the applicable ordering document (e.g. order form or statement of work) to which the claim relates, and (b) otherwise under this Agreement in aggregate an amount of US\$1,000,000 (one million US Dollars) (and for clarity, any claim, or multiple interlinked claims, shall be subject to the liability cap applicable at the date on which the event or circumstance forming the basis for the claim(s) first arose).

8.4 The limitations of liability set forth in this section 8 will not apply to (i) liability arising from any willful misconduct, gross negligence, or fraud; (ii) claims for bodily injury or death caused by the gross negligence or willful misconduct of a Party or its representatives, or any other liability which cannot be excluded by law; (iii) misuse of the other Party's (or any of its Affiliates' or licensors') intellectual property rights or breach of confidentiality obligations under the Partner Agreement or (iv) any misappropriation or damage to IFS's (or any of its Affiliates') goodwill or reputation caused by the negligent, fraudulent or willful acts or omissions of Partner (or its Affiliates) in breach of the Partner Agreement. Moreover, section 8.3 above will not apply to any indemnity provided under the Agreement, nor will it limit a Party's obligations to pay for fees and charges duly accrued hereunder.

8.5 Partner shall not bring any suit or action against IFS more than two years after the related cause of action has accrued.

8.6 **Insurance.** Partner shall maintain adequate insurance to cover its business activities under the Partner Agreement. Partner shall upon request furnish IFS with a copy of the applicable insurance policy.

## 9 TERM AND TERMINATION

9.1 The Partner Agreement shall commence on the Effective Date and applies for the initial term and, as applicable, the renewal term(s) indicated in the Partner Agreement.

9.2 The Partner Agreement may be terminated by either Party: (a) if the other Party breaches any of its material obligations thereunder or under any Partner Addendum or any document(s) incorporated by reference and fails to remedy such breach within forty-five (45) days after written notice of such breach is provided to the breaching Party; (b) immediately upon giving notice to the other Party if the other Party is adjudicated as bankrupt, becomes insolvent, suffers permanent or temporary court-appointed receivership of substantially all of its property, makes a general assignment for the benefit of creditors, or suffers the filing of a voluntary or involuntary bankruptcy petition that is not dismissed within forty-five (45) days after filing; (c) if Partner fails to meet the criteria for continued participation in the IFS Partner Program; (d) immediately upon written notice by IFS to Partner if all or a substantial part of the assets of Partner, or more than 50% of the capital stock of Partner, is sold or otherwise transferred to any person or entity, or Partner is merged or consolidated with any other person or entity; (e) immediately if the Partner or any Partner Affiliate becomes subject to sanctions; or (f) for convenience and without cause, by giving one hundred twenty (120) days prior written notice of termination to the other Party.

9.3 Local Partner Addendums shall commence upon signing by both parties thereto and shall, unless otherwise specified therein, apply during the remaining term of the Partner Agreement, and shall co-terminate upon the expiry or termination of the Partner Agreement for any reason.

9.4 Upon expiration or termination of the Partner Agreement the following will apply except as may be provided in any surviving separate agreement:

- (a) Partner (including its Affiliates) shall no longer hold itself out as an IFS partner and will immediately discontinue any Authorized Partner Activities as well as all representation or statements from which it might be inferred that the relationship as identified in the Partner Agreement exists between the Parties;
- (b) each Party (including its Affiliates) will immediately discontinue any related use of the other Party's trademarks and trade names and will terminate any use of the other Party's software, related documentation, sales and marketing material and the like, and otherwise any Confidential Information and other property of the other Party in its possession; all copies of such materials shall either be returned to the other Party or destroyed, at the other Party's direction;
- (c) upon IFS's reasonable request and in accordance with IFS's reasonable directions, Partner shall provide to IFS all reasonable assistance in relation to the transition of End-Customers to IFS or to another IFS partner;
- (d) for the avoidance of doubt, all licenses of any software product sold to End-Customers hereunder shall remain in force as per the applicable terms and conditions and each Party will, except where IFS otherwise determines in its sole discretion, be permitted to continue use of the other Party's software, documentation and related trademarks solely to the extent necessary for such Party to fulfil its contracted obligations to such End-Customers.

9.5 Termination or expiration of the Partner Agreement for any reason shall not:

- (a) bring to an end any provision which, in order to give effect to its meaning, needs or is intended to survive such termination or expiration and such provisions shall remain in full force and effect until they are satisfied or by their nature or stipulation expire;
- (b) relieve a Party of any agreed performance obligations or any obligation to pay any agreed fees, charges and expenses that have accrued or will accrue under any such undertaking or commitment;
- (c) entitle Partner (or any of its Affiliates) to any refund of any fees or other payments made hereunder; or
- (d) entitle any Party (or its Affiliates) to any compensation of any kind for any damage, loss or expenses, including without limitation compensation for loss of goodwill or business opportunities, suffered or incurred as a result of or incident to any termination of the Partner Agreement by the other Party pursuant to this section 9, whether or not such Party is aware of any such damage, loss or expenses.

9.6 Each party acknowledges and agrees that termination of the Partner Agreement is not the sole remedy under the Agreement and, whether or not termination is effected, all other remedies available to a Party as a result of any breach or non-performance by the other party shall remain available to the non-defaulting Party, subject to the express limitations set forth in section 8 or other limitations or exclusions provided under the Partner Agreement.

## 10 LEGAL COMPLIANCE

10.1 **General Compliance Statement.** It is acknowledged that IFS is firmly committed to maintaining the highest standards of business ethics, honesty, openness and accountability and that this commitment is a key and fundamental undertaking for all participants in the IFS Partner Program. Consequently, as part of IFS' global legal compliance obligations, and in connection with the Partner Agreement, Partner (and its Affiliates) must ensure that its policies, procedures and activities comply with applicable law and regulations, and are consistent with IFS's policies. In view hereof, both Parties fully commit to what is set forth in this section 10. It is agreed that any breach of this section 10 shall constitute a material breach of the Partner Agreement, including the applicable Partner Addendum, with any breach of sections 10.2 and 10.4 constituting cause for immediate termination.

10.2 **Anti-corruption.** Both Parties (and their Affiliates) shall conduct all its business in an ethical manner and comply with all applicable laws, international conventions, regulations, codes, and sanctions relating to anti-bribery and anti-corruption. Each Party hereby confirms that neither it, nor any of its representatives, has prior to the date of the Partner Agreement or will in connection with the Agreement, any Partner Addendum or any transactions contemplated hereunder, directly or indirectly, explicitly or by implication, offer, promise, give, authorize, solicit or accept any undue payment of anything of value or other bribe or improper inducement for the purpose of wrongfully obtaining or retaining business, including any improper inducement to influence the action or decision of a person holding a public office or the action or decision of an employee of a private company or enter into any agreement pursuant to which any such prohibited payment, bribe or other improper inducement will be made, offered, solicited or accepted at any time, and that it has taken reasonable measures to prevent subcontractors, agents, or any other third parties, subject to its control or determining influence, from doing so. Each Party also confirms that it has put into place adequate anti-corruption preventive measures and controls, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization.

10.3 **Data Protection.** IFS and Partner acknowledge that they, as part of their contractual relationship, for the purpose of administering Partner's participation in IFS Partner Program and performing their respective obligations under the Partner Agreement, may share contact details, roles, functions and other personal data concerning certain employees or third parties engaged by either of them hereunder. It is acknowledged that such personal data will be shared and handled by the respective Party in the capacity as data controller and each Party undertakes to collect and process such personal data solely for the purposes contemplated by the Agreement and in strict compliance with all applicable legislation on the protection

of personal data. Each Party undertakes to use its reasonable endeavours to duly inform its employees and/or third parties concerned, as applicable, about such collection and processing of their personal data hereunder.

In so far as the performance of any service or activity under the Partner Agreement, involves processing by a Party (or its Affiliates) of personal data on behalf of the other Party (or Affiliates), the Parties acknowledge and agree that the terms of the Data Protection and Processing Annex ("DPA") available at [www.ifs.com/legal](http://www.ifs.com/legal) specifically governing the Parties' data protection obligations in regards of such data processing shall apply and be deemed to be incorporated into and form an integral part of this Partner Agreement.

- 10.4 **Export Control.** The Parties (and their Affiliates) shall comply with all relevant export laws and regulations of the countries within the Territory, and the EU and the United States, and Partner confirms that neither it, nor any entity or person directly or indirectly exercising control in Partner or in which Partner directly or indirectly exercises control, is being or will engage in transactions with persons or entities subject to US or EU sanction, embargo, or debarment, or who are otherwise ineligible to engage in a specific transaction that is subject to export or re-export control requirements. The Partner will ensure that neither the IFS Materials, IFS Products nor any direct product thereof are (i) exported, directly or indirectly, in violation of such laws and regulations; or (ii) are intended to be used for any purposes prohibited by such laws and regulations, including, but not limited to, nuclear, chemical, or biological weapons proliferation.
- 10.5 **Modern Slavery.** The Parties (and their Affiliates) shall comply with all applicable anti-slavery and human trafficking laws from time to time in force including the UK Modern Slavery Act 2015 and Partner shall upon request from IFS, provide such information as IFS reasonably requires to complete an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 10.6 **Code of Conduct, CSR.** Each Party has adopted a code of conduct, including an anti-corruption compliance policy, that is in line with internationally generally accepted standards (such as the ten basic principles of the United Nations Global Compact, including without limitation Part I of the ICC Rules on Combating Corruption 2011) and can demonstrate compliance (on its part and on behalf of its Affiliates) with this code of conduct.
- 10.7 Upon IFS's reasonable request, Partner will (a) cooperate fully with IFS in connection with any investigations involving potential violations of this section 10, including without limitation, allowing IFS access to relevant books and records, and (b) submit to periodic background checks of Partner by IFS, including its Affiliates and personnel, and to provide the information necessary to carry out such background checks.
- 10.8 Partner acknowledges that any breach or failure to comply with any obligation under this section 10, or in the event a background check reveals matters that in IFS's reasonable discretion make Partner unsuitable to be considered as a partner of IFS; any such event will be a material breach of this Agreement which may result in its immediate termination upon service of notice by IFS.

## 11 IFS INDEMNITY

- 11.1 IFS will defend Partner and Authorized Partner Affiliates from and against any third party claim that any IFS Product infringes any applicable patent, copyright or trademark ("Third-Party IP Claim") and will indemnify Partner and its Partner Authorized Affiliates against any damages, attorney fees and costs finally awarded against Partner or Partner Authorized Affiliate, or amounts paid by Partner in settlement of such Third-Party IP Claim, together with any reasonable and verifiable costs and expenses incurred by Partner in the defense or settlement thereof provided Partner: (a) provides IFS prompt written notice of the claim; (b) gives IFS sole control of the defense and settlement of the claim which shall include the right to control and approve the text of such settlement; (c) provides IFS with all reasonable assistance in connection with said defense or settlement; and (d) does not admit liability in connection with such Third-Party IP Claim. If there is a Third-Party IP Claim or if IFS in IFS's reasonable opinion such claim is likely to be made, IFS may, at its option and expense, elect to (i) replace or modify such portion so that it no longer infringes, but without prejudicing its functionality or (ii) terminate the Partner's license(s) for such IFS Products and/or terminate the Partner Agreement upon written notice to Partner. The above defense and indemnity does not apply to any Third-Party IP Claim to the extent such arises: (1) from any unauthorized use or any modification of the applicable Application Software by Partner or someone acting for the Partner; or (2) as a consequence of use in combination with (a) any software based on any code or design specifications or instructions provided by Partner if the infringement would not have occurred without such combination; (b) any software, data or business methods not provided by IFS; or (c) any third-party software, if the infringement would not have occurred without such combined use; (3) use of the Application Software in an application or environment for which it was not designed or contemplated; or (4) use of a release of the Application Software where a subsequent release does not entail such infringement and such release has been made available to Partner. This sets forth Partner's sole remedy with respect to any Third-Party IP Claim.

## 12 PARTNER'S WARRANTIES AND INDEMNITIES

- 12.1 **Warranties.** Partner warrants, at its sole expense:
  - (a) the quality, accuracy and workmanship of the Authorized Partner Activities;
  - (b) that it will perform any services in a timely and professional manner by qualified, competent and experienced individuals, and in compliance with applicable law and consistent with good industry practices; and
  - (c) that any work results it provides shall (i) be sufficiently tested and shall be reliable, suitable and consistent with good industry practices, (ii) materially be in accordance with any agreed specifications and requirements; (iii) be duly documented to ascertain traceability and visibility relating to stand alone functionality as well as cross functionality; (iv) not infringe the IPR of any third party; and (v) not include any malicious code, nor any viruses, worms, "back doors", "time bombs", "Trojan Horses", disabling programming codes, instructions or other such items known at the time of delivery that may threaten, infect, damage, disable or otherwise interfere with the intended use of the work result.
- 12.2 **Indemnification.**
  - (a) Partner agrees, at its expense, to defend, indemnify and hold IFS and its Affiliates harmless from and against any cost, expense, loss, damage or liability (including reasonable attorneys' fees) resulting from any action or claim initiated by any customer of Partner or other third party ("Claim") relating to: (a) any warranty breach or other breach of any other material undertaking, made by Partner (or anyone for which it is responsible) hereunder; (b) any warranty, representation, undertaking or other condition offered by Partner concerning the Application Software or IFS Services which goes beyond any warranty, representation undertaking or other condition offered by IFS or (c) an assertion that any work result, Partner Materials or appurtenant documentation infringes or misappropriates any IPR of a third party.
  - (b) The indemnity in section 12.2(a) is conditioned upon (1) IFS promptly notifying Partner of the Claim (provided that the failure to provide prompt notice shall not affect Partner's indemnification obligation hereunder to the extent such delay does not materially prejudice Partner's ability to defend such claim), and (2) Partner having the right to defend such claim (provided that IFS shall have the right to appoint its own counsel to assist in the defense of such claim at its own expense). Notwithstanding the foregoing, Partner will not have the right to defend such Claim if (a) Partner fails to notify IFS in writing that it will defend such claim promptly following IFS's notice of a Claim, (b) Partner cannot provide reasonably acceptable evidence that it has the financial resources to defend the Claim and fulfill its indemnification obligations hereunder, (c) the Claim seeks in whole or in part any injunction, equitable relief, or other award not involving money damages, or (d) Partner fails to defend that Claim actively and diligently. In no event will Partner have the right to enter into a settlement which would require any payment

of consideration, or other obligation of IFS, without IFS's prior written consent. Partner will keep IFS apprised of all material developments, including settlement offers, with respect to the Claim. If Partner is not entitled to defend the Claim pursuant to the provisions hereof, IFS may control such defense and consent to the entry of any judgment or enter into any settlement with respect to the Claim in any manner it deems reasonably appropriate, and Partner will remain responsible for its indemnification obligations hereunder with respect thereto.

## **13 NON-SOLICITATION**

13.1 It is acknowledged that both Parties (including their Affiliates) have expended significant time, effort and expense in the hiring, training, and retention of its employees and sub-contractors in conjunction with providing products and services such as those to be provided hereunder. In view hereof each Party expressly agrees that without the prior written agreement of the other Party and subject to payment of an agreed upon compensation to the other Party, it shall not (nor its Affiliates), during the term of the Partner Agreement and for a period of one year thereafter, either directly or indirectly, solicit or cause to be solicited for employment, any employee or sub-contractor ("Employee") of the other Party (including its Affiliates) who is or was assigned full or part-time to activities which are related to the performance of the Partner Agreement. In addition, each Party agrees it shall not (nor its Affiliates), except with the prior written approval of the other Party, directly or indirectly solicit or cause to be solicited for employment an individual who has been an Employee of the other (or any Affiliate) during the past 12 months. In the event that this process is not followed the affected party can request compensation in the form of either the recruitment, or training costs of the replacement, and a nominal amount equivalent to 12 months' basic salary of the Employee.

## **14 MISCELLANEOUS**

14.1 **Notices.** Any written notice, approval etc. under the Partner Agreement, (collectively "Notice"), shall be deemed to be sufficiently and duly given hereunder if (i) delivered personally or by courier; (ii) sent by certified or registered mail; or (iii) transmitted by e-mail, to the relevant contact person(s) designated by Partner for Partner's relevant partner account, and at the address(es) specified by the respective Parties in the Partner Agreement, as amended from time to time.

A Notice shall be deemed received by the receiving Party:

- (a) if delivered personally or by courier, on the date of delivery, unless delivered after the close of business in which case such Notice will be deemed received on the next ensuing business day;
- (b) if transmitted by e-mail, immediately after the transmission is confirmed, unless the transmission is confirmed after the close of business in which case such Notice will be deemed received on the next business day; or
- (c) if sent by certified or registered mail, on the third (3<sup>rd</sup>) business day after it was made available for collection by the receiving Party.

14.2 **Assignment.** Neither Party may, in part or in full, assign or pledge its rights or obligations under the Partner Agreement, to any third party without the prior written approval of the other Party. Partner however, acknowledges and agrees that IFS may assign the Partner Agreement and/or any Partner Addendum and/or any of its rights or delegate any of its obligations hereunder to any of its Affiliates. IFS also reserves the right to assign any right to receive payments hereunder to a third party. The Partner Addendum shall be binding upon the respective heirs, beneficiaries, legal or personal representatives, successors and permitted assigns of the Parties.

14.3 **Force Majeure.** Neither Party shall be responsible or liable for delays, business interruption, or failure of performance (except obligations to pay) to the extent resulting from causes that are beyond the reasonable control of such Party, including but not limited to, civil unrest, war, riots, accidents, war, labor disputes (including strikes), actions or decrees of governmental bodies, governmental action, acts of terrorism, acts of God e.g. fire, flood, earthquake, epidemic and other natural disasters, and any case of force majeure or fortuitous event as defined by the law governing the Agreement ("Force Majeure Event"). A Party experiencing such Force Majeure Event shall notify the other Party as soon as possible under the circumstances and take commercially reasonable steps to mitigate the effect of the Force Majeure Event.

14.4 **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect. If possible under applicable law, the provision(s) will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law.

14.5 **Waiver.** Any waiver of the provisions of the Partner Agreement, or of any of the rights of either Party hereunder, must be in made in writing by the waiving Party to be effective. Failure or delay to enforce any such provisions of rights will not be construed as a waiver and will not affect the validity (in whole or in part) of the Partner Agreement, Partner Addendum or any orders placed hereunder or prejudice such Party's right to take subsequent action.

14.6 **Language.** It is acknowledged that the Partner Agreement, and all documents contemplated thereby or relating thereto be drawn up in the English language. The Parties may agree that any document will be translated into applicable local language if required by applicable law, but in the event of inconsistencies or conflicts the English version will prevail.

## **15 GOVERNING LAW AND DISPUTES**

15.1 **Governing Law.** The laws governing the Partner Agreement and all orders placed hereunder shall be those stated in section 15.3 below, without regard to any conflicts of law principles.

15.2 **Disputes.** Any dispute, controversy or claim arising in connection with the Partner Agreement, or the breach, termination or invalidity thereof, can only be settled in accordance with the following sequence of dispute resolution procedures:

- (a) the matter will first be referred to the Parties' day to day relationship managers, which shall include the IFS regional office management. If such Parties' are unable to resolve their issues after reasonable effort, executive officers of the Parties (or their delegates) shall meet to attempt to resolve their issues based upon advance written submissions to each other;
- (b) if the executive officers (or their delegates) are unable to resolve their issues, the Parties shall, unless it is mutually agreed that it would not be meaningful, submit to mediation, the seat, rules and location of such mediation being as set forth in section 15.3 below;
- (c) thereafter, any remaining unsettled issues shall be finally resolved by arbitration, the seat, rules and location of such arbitration being as set forth in section 15.3 below. The arbitral tribunal shall be composed of three arbitrators. The language to be used in the arbitral proceedings shall be in the language stated in section 15.3 unless another language is agreed by the disputing parties. The proceedings and the documents emanating therefrom, including the arbitration award, shall, to the extent permitted by applicable law or order, be kept confidential.

Notwithstanding the foregoing, no provision hereof shall limit the right of a Party to obtain such injunctive relief, specific performance or other remedy as may be deemed proper by a court and/or administrative authority of competent jurisdiction before, after or concurrent with mediation, arbitration or other proceeding. Moreover, IFS may bring action before any court and/or administrative authority of competent jurisdiction relating to any claims for payment of accrued fees or charges.

**15.3 Governing Law and Dispute Details.**

<b>FOR IFS ENTITIES INCORPORATED IN NORTH OR SOUTH AMERICA</b>					
<b>If IFS entity is incorporated in:</b>	<b>Governing Law</b>	<b>Seat of Mediation/Arbitration</b>	<b>Rules of Mediation/Arbitration</b>	<b>Location of Mediation/Arbitration</b>	<b>Language</b>
Any North American countries	Illinois	Chicago, Illinois	Commercial Rules of the American Arbitration Association	Chicago, Illinois	English
Canada	Province of Ontario and the laws of Canada	Ottawa, Ontario	Arbitration Rules of the ADR Institute of Canada, Inc	Ottawa, Ontario	English
Any South American countries	Brazil	Market Arbitration Chamber	Market Chamber Rules	São Paulo	English

<b>FOR IFS ENTITIES INCORPORATED IN APJ, MIDDLE EAST &amp; AFRICA</b>					
<b>If IFS entity is incorporated in:</b>	<b>Governing Law</b>	<b>Seat of Mediation/Arbitration</b>	<b>Rules of Mediation/Arbitration</b>	<b>Location of Mediation/Arbitration</b>	<b>Language</b>
Australia and New Zealand	New South Wales	Arbitration or Mediation via the Australian Centre for International Commercial Arbitration (ACICA)	ACICA Rules 2016	Sydney	English
Japan	Japan	International Chamber of Commerce (ICC)	ICC 2017 Rules of Arbitration or 2014 Rules of Mediation	Tokyo	English
Any Middle East countries, including Pakistan, Egypt and Libya	Dubai International Financial Centre	Dubai International Arbitration Centre (DIAC)	International Chamber of Commerce (ICC) Mediation Rules / Rules of Arbitration of the International Chamber of Commerce	Dubai	English
Any African countries, excluding Egypt and Libya	South Africa	Private Arbitration or Mediation if agreed, failing which, the Arbitration Foundation of Southern Africa (AFSA)	Per private arbitration/mediation if agreed, or AFSA Domestic Arbitration Commercial Rules	Johannesburg	English
Any ASEAN countries, including India, Sri Lanka and Bangladesh	Singapore	Singapore International Arbitration Centre (SIAC)	SIAC Rules	Singapore	English

<b>FOR IFS ENTITIES INCORPORATED IN EUROPE</b>					
<b>If IFS entity is incorporated in:</b>	<b>Governing Law</b>	<b>Seat of Mediation/Arbitration</b>	<b>Rules of Mediation/Arbitration</b>	<b>Location of Mediation/Arbitration</b>	<b>Language</b>
Any country in the Nordics	Sweden	Stockholm, Sweden	Stockholm, Sweden	Stockholm, Sweden	English
United Kingdom and Ireland Plus All British Overseas Territories And Crown Dependencies	England (both in relation to section 15.1 and in relation to this section 15.3)	England	CEDR Model Mediation Procedure (mediation) or LCIA Rules (arbitration)	London, United Kingdom	English
France	France	France	Chambre de Commerce Internationale CCI	Paris	English
Germany, Austria and Switzerland	Germany	Munich	Europäisches Institut für Conflict Management e.V. (EUCON)	Erlangen	English
Netherlands, Luxembourg and Belgium	The Netherlands	Netherlands	International Court of Arbitration of the International Chamber of Commerce	Eindhoven	English
Italy	Italy	Milan, Italy	Rules of the Milan Chamber of Arbitration	Milan, Italy	English
Spain and Portugal	Spain	Court of Arbitration of the Official Chamber of Commerce, Industry and Services of Madrid	("Law Arbitration") – Arbitration Rules in force on the date of submission of the request for arbitration	Madrid, Spain	English
Poland, Eastern Europe and Baltic States (excluding Russia and Belarus)	Poland	Seat of Mediation/Arbitration – The Court of Arbitration at the Polish Chamber of Commerce	Rules of The Court of Arbitration At The Polish Chamber Of Commerce In Warsaw	Warsaw, Poland	Polish

15.4 **Local Law Requirements.** The following changes to the above terms will apply with respect to:

(a) **Poland:** With respect to Partners domiciled in Poland, and when Partner meets the requirements for large entrepreneurs, the following new section 14.7. "Large Entrepreneur Status" is added to this Agreement:

**14.7. Large Entrepreneur Status.** The Partner declares that it has the status of a large entrepreneur, i.e. an entrepreneur other than a micro, small or medium-sized enterprise within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Official Journal of the EU L 187 of 26 June 2014).

(b) **Canada.** Section 13 (Non-Solicitation) does not apply.