

UNIFIBER Reference Offer Commercial B2C

Annex 6

Special Commercial Conditions and
Charges – Accelerated Delivery &
Commercialization plan
Version 1 February 2024



Operator is eligible to opt for accelerated commercialization and delivery until 31st January 2025.

To the extent that the Operator opts for accelerated commercialization and delivery Operator and Company shall enter into a separate agreement in accordance with the following contract model **Amendment Agreement**:

This Amendment Agreement is entered into between:

Operator name, a company with its registered office at xxxxxxxxxxxxxxxxxxxxxxxxxxxx, and with enterprise number xxxxxxxxxxxxxxxxxxxxxxxx, hereinafter referred to as **“Operator”**;

And

UNIFIBER SA, a company with its registered office at Waterloo Office Park, Drève Richelle 161 D, boîte 20, B-1410 Waterloo, Belgium, with enterprise number 0771.870.372 RPR/RPM Brabant Wallon, hereinafter referred to as **“Company”**.

Each referred to individually as a **“Party”** and collectively as the **“Parties”**;

Whereas

- (i) On [date], the Parties entered into the Reference Offer.
- (ii) The Reference Offer was amended and restated on [date], on which date the Reference Offer entered into effect.
- (iii) The Reference Offer provides that Company shall deliver a Deployment Area as soon as 80% of the number of Homes Passed as designed for a Deployment Area have become actual Homes Passed as accepted or deemed accepted by Operator; Company releases a Deployment Area for commercialization by Operator on such Delivery Date, without prejudice to Operator's right to order Access within a Deployment Area prior to the Delivery of such Deployment Area.
- (iv) Company desires to agree on an accelerated delivery and commercialization prior to the Delivery of a Deployment Area as set out in the Reference Offer, by delivering to Operator Deployment Areas by way of Accelerated Delivery (as defined below) and releasing for accelerated delivery and commercialization small batches of Homes Passed to Operator.
- (v) Operator is willing to accelerate the commercialization of smaller batches of Homes Passed as part of a Deployment Area which has been delivered by way of Accelerated Delivery on the condition that it would not be obliged to

immediately pay the Non-Recurring IRU Charges for such Deployment Area in full as is now agreed upon in Annex 2 of the Reference Offer.

- (vi) Hence Parties agree to deviate from the principle agreed upon between parties in Annex 2 to the Reference Offer (clause 3.4.1 (a)) that allows Company to start invoicing the Non-Recurring IRU Charges upon submission of the first Service Order for Access within a Deployment Area (first instalment of 30%) by invoicing part of the Non-Recurring IRU Charges as prepayment only upon release for commercialization of a first batch of 1,000 Homes Passed in a Deployment Area.
- (vii) In order to allow Operator to (temporarily) accelerate the commercialization of parts of a Deployment Area in the operational year 2024 and part of 2025, Parties desire to agree on an exceptional basis the terms and conditions governing such (temporary) accelerated commercialization, as well as the terms under which Company shall be authorized to accelerate invoicing related to such (part of a) Deployment Area.
- (viii) The Parties desire to respect the principle of non-discrimination.

Therefore Parties have agreed as follows:

1. Additional Definitions & Interpretation

- 1.1 Unless the context requires otherwise, capitalized terms used in this Amendment Agreement shall have the same meaning as the terms defined in Annex 1 of the Reference Offer (under "Definitions"), and the rules of interpretation contained in Annex 1 of the Reference Offer (under "Interpretation") shall apply to this Amendment Agreement *mutatis mutandis*, except that for the purpose of this Amendment Agreement, an item 9 is to be added to the section "Interpretation" of Annex 1 of the Reference Offer as follows:

9. The Accelerated Delivery of a Deployment Area shall be accepted or deemed to be accepted by Operator upon fulfilment of both conditions mentioned below:

1) Operator has received a delivery notice by Company stating that Company has deployed an initial batch of minimum 1,000 Homes Passed as designed having become actual Homes Passed available for ordering via Availability Check tooling in accordance with the provisions of Annex 3 of the Reference Offer;

and

2) Operator has confirmed to Company Operator's acceptance that the conditions of deployment of an initial batch of minimum 1,000 Homes Passed are fulfilled or Operator has not responded within twenty (20) Business Days following Operator's receipt of the delivery notice mentioned in section 1) immediately above.

1.2 In addition, the Parties agree to the following supplementary definitions:

- **Accelerated Delivery** and **Accelerated Delivery Date**: the date at which an initial batch of minimum 1,000 Homes Passed as designed for a Deployment Area have become actual Homes Passed as accepted or deemed accepted by Operator.
- **Amendment Agreement Effective Date**: the start date of this Amendment Agreement, i.e. [date];
- **Amendment Agreement Expiry Date**: the expiry date of this Amendment Agreement, i.e. 31 January 2025;
- **Amendment Agreement Term**: the term of this Amendment Agreement, i.e. from the Amendment Agreement Effective Date until the Amendment Agreement Expiry Date.

2. Effective Date and Term

2.1 This Amendment Agreement is entered into and effective as of the Amendment Agreement Effective Date and remains effective until the Amendment Agreement Expiry Date or earlier if terminated by mutual agreement between the Parties prior to the Amendment Agreement Expiry Date.

2.2 Notwithstanding the foregoing, the Operator reserves the right to terminate this Amendment Agreement without compensation or liability in case the volume delivered after the first batch of 1,000 Homes Passed (as designed for a Deployment Area and having become actual Homes Passed) falls short of reaching seventy-five percent (75%) of the cumulated monthly foreseen releases outlined in clause 4.3, unless reasonable evidence is presented based on technical limitations outlined in clause 4.4.

2.3 Subject to clause 2.4, the Parties acknowledge and agree that the provisions of the Reference Offer, as applicable immediately prior to the Amendment Agreement Effective Date, will apply again upon the Amendment Agreement Expiry Date.

2.4 Notwithstanding clause 2.3, Company's obligations under this Amendment Agreement will survive termination or expiration of this Amendment Agreement for all Deployment Areas in which Accelerated Delivery took place during the Amendment Agreement Term.

3. Scope

- 3.1 This Amendment Agreement shall apply to all Deployment Areas which are delivered by way of Accelerated Delivery during the Amendment Agreement Term.
- 3.2 Parties agree that the principles set forth in this Amendment Agreement are agreed upon between Parties on an exceptional basis and do not constitute a precedent, neither to the benefit of Company nor Operator, for any other types of delivery, Deployment Areas or periods beyond the Amendment Agreement Term and scope of this Amendment Agreement.
- 3.3 Parties expressly agree that this Amendment Agreement shall not be applicable to the following Deployment Areas:
- (a) Waterloo I;
 - (b) Waterloo II;
 - (c) Verviers I; and
 - (d) Verviers II.

Hence, all provisions of the Reference Offer shall continue to apply in full to the above-mentioned Deployment Areas as if not amended by this Amendment Agreement.

4. Delivery under the temporary accelerated commercialization plan

- 4.1 During the Amendment Agreement Term, Company shall deliver to Operator targeted Deployment Areas by way of Accelerated Delivery, whereby Company shall release for accelerated delivery and commercialization small batches of Homes Passed to Operator, prior to actual Delivery of such Deployment Areas as set out in the Reference Offer, in accordance with the provisions of this Amendment Agreement.
- 4.2 Company shall determine which Deployment Areas shall be targeted for Accelerated Delivery in consultation with Operator and, to that end, the Parties shall hold forecast meetings on a regular basis which will be documented in meeting minutes drawn up by the Company.
- 4.3 Upon Accelerated Delivery of a Deployment Area, Company shall release for Accelerated Delivery an initial batch of minimum 1,000 Homes Passed. Company shall use its best efforts to release subsequent batches of minimum 400 Homes Passed per month for such Deployment Area, it being understood that as soon as a Home Passed is commercially available, Company shall release the Home Passed in the batch that is next to be

released. Company has a reasonable discretion in determining which Homes Passed will be included in a batch to be released, as well as the planning and timing for the Accelerated Delivery, it being understood that Company shall release the constructed Homes Passed as soon as possible after the necessary quality checks (based on objective criteria) have been conducted.

- 4.4 Company intends to release for accelerated delivery and commercialisation to the maximum amount technically possible of Homes Passed per Deployment Area.
- 4.5 Company will send a delivery notice in writing to Operator to inform the latter of each batch of Homes Passed which is released for Accelerated Delivery and commercialisation in accordance with this Clause 4.

5. Invoicing

- 5.1 In deviation of clause 3.4.1 of Annex 2 (Commercial Conditions & Charges) of the Reference Offer, Parties agree that Company shall be entitled to invoice the first instalment of the Non-Recurring IRU Charges (30%) per Deployment Area which has been delivered by way of Accelerated Delivery, as follows:
- (a) 9% of the Non-Recurring IRU Charges will be invoiced upon the Accelerated Delivery Date as prepayment (the "**Prepayment**").
 - (b) The amount of the Prepayment (in absolute figures) will be subtracted from the invoice for the first instalment of the Non-Recurring IRU Charges (such instalment corresponding to 30%), such invoice to be issued on the Delivery Date as per Annex 2 of the Reference Offer.
- 5.2 For the avoidance of doubt, for the purposes of clause 15.6, paragraph 2 of the Reference Offer, the Non-Recurring IRU Charges for a Deployment Area which has been delivered by way of Accelerated Delivery will not be frozen as from the payment of the Prepayment (meaning that further future indexation will still be applied to the Non-Recurring IRU Charges after the payment of the Prepayment), but only as from the moment that such Deployment Area is actually Delivered and that the first instalment of the Non-Recurring IRU Charges has been entirely paid by Operator to Company in accordance with Clause 5.1 (b) above.
- 5.3 For the purpose of the application of this Amendment Agreement, the "Payment Date" as set forth in Annex 2 of the Reference Offer shall be deemed to refer to the moment that the relevant Deployment Area has been Delivered and that the first instalment of the Non-Recurring IRU Charges has been entirely paid by Operator to Company in accordance with Clause 5.1 (b) above.

6. Amendment Agreement to the Reference Offer

- 6.1 This Amendment Agreement constitutes an addendum to the Reference Offer. All clauses of the Reference Offer shall remain in full force and effect to the extent that they are not modified by this Amendment Agreement, including – for the avoidance of doubt – the concept of (Final) Delivery as well as any provisions of the Reference Offer which are based on or refer to such concept.
- 6.2 All disputes arising out of or related to this Amendment Agreement shall be exclusively governed by Belgian law.
- 6.3 Clause 33 of the Reference Offer shall apply *mutatis mutandis* to this Amendment Agreement.

This Amendment Agreement is signed in digital form and each Party acknowledges to have received one original copy.

Operator:	Operator:
Name:	Name:
Function:	Function:
Date:	Date:

	Company:
	Haleakala BV, duly represented by Nico Weymaere
	Function: Managing Director

