

## EXHIBIT C INTERNATIONAL RIDER

The International Rider (“Rider”) is published by Comcast online and incorporated herein as Exhibit C, and applies to Services performed by Provider in any jurisdiction outside of the United States that Comcast approves under the Agreement or the applicable Service Order (each, a “Non-U.S. Jurisdiction”). **No Services may be performed in a Non-U.S. Jurisdiction without Comcast’s prior written consent and approval of the applicable Non-U.S. Jurisdiction.** Capitalized terms not defined in this Rider have the meanings ascribed to them in the Agreement.

### COUNTRY-SPECIFIC PROVISIONS

The following additional country-specific provisions apply for Services performed in the identified Non-U.S. Jurisdictions.

#### I. AUSTRIA

- 1.1 Provider's personnel: The Provider undertakes and is responsible to fulfill all minimum standards according to Austrian labor and social security laws and any regulations based on an applicable collective bargaining agreement in relation to its personnel in Austria.
- 1.2 EEA Exceptions: The provisions set out in paragraph 88 of this Rider (in respect of the EEA) shall apply to Austria to the extent compatible with Austrian statutory provisions, especially specific statutory regulations regarding a transfer of undertaking according to ArbVG and/or AVRAG. Paragraph 8.27.2 and 8.8.67.8.6 shall not apply.

#### I. BELGIUM

- 1.1 Temporary work. In accordance with Article 31 of the Belgian Act of 24 July 1987 on temporary work, temporary agency work and the posting of workers for the benefit of users, Comcast may exchange information and give instructions to personnel engaged by an employment contract with the Provider and/or any of its Sub-Contractors exclusively in the context of the implementation of the Agreement with regard to the subject matter of the Agreement. The Parties agree that it is impossible to carry out the assignment properly without these pure professional instructions.

For illustrative purposes only, without any limitation, such pure professional instructions include:

- planning of the assignment to be carried out and interim results;
- opening and closing hours of the site and general times of interruption;
- access to the locations and/or facilities of Comcast necessary for the fulfilment of the assignment (including badges, registration system)
- -circumstances, procedures and practices of Comcast, which must be taken into account for the fulfilment of the assignment (including existing safety regulations, confidentiality requirements, other ongoing works that determine the chronology of the works, industrial property rights, etc.);
- interim changes to be taken into account in the execution of the assignment;
- all possible technical instructions regarding the use and/or maintenance of certain machines, materials and/or customization, including punctual training, education and training that are necessary for the fulfilment of the assignment and that are specific to the fulfilment of the assignment and that are specific to Comcast (e.g. mandatory use of certain maintenance products, manual for the machines, computers, etc.);
- technical instructions regarding the use and /or maintenance of certain facilities, infrastructure and / or processes, including punctual training, education and education that are necessary for the fulfilment of the assignment and that are specific to

Comcast (e.g. compliance with email and internet policy, chosen programming language, methodology regarding project management, etc.); and/or

- urgent interventions to prevent and/or limit economic or similar damage.

The Parties expressly agree that these are all mere examples of such instructions, that these are not exhaustive and can be filled in differently in function of the assignment or sub-activity and can be given daily orally or in writing, either directly or in the context of consultation meetings.

The Parties expressly agree that the instructions that can be given in this way in no way erode the employer's authority of the Provider and/or its Sub-Contractors in any way.

For the sake of completeness, the Parties hereby state that it is strictly forbidden by way of example that Comcast would give instructions to the personnel of the Provider and/or its Sub-Contractors regarding wage and employment conditions, admission and justification of absences, disciplinary sanctions and dismissal, recruitment policy, etc.

The Parties undertake to comply in all respects with this paragraph. Any change or addition to the instructions set out in this paragraph must be agreed in advance between the Parties and amended in writing.

- 1.2 EEA Exceptions: The provisions set out in paragraph 87 of this Rider (in respect of the EEA) shall apply to Belgium, save that the following changes are made:

1.2.1 "Mainly" in paragraph 8.8 of this Rider will be interpreted as at least 51% of the working time being spent on the transferred activity.

1.2.2 The following paragraphs shall not apply: (i) paragraph 8.8.2;7.8.2 and (ii) paragraph 8.8.6.7.8.6

## **2. CANADA**

- 2.1 Notwithstanding Section 1.5 of the Agreement, to the extent that Comcast purchases or leases from Provider and Provider installs any equipment in connection with its provision of the Services (the "Equipment"), Provider warrants that such (a) has been certified and approved to import, distribute, lease, sell or use in Canada by all appropriate governmental and regulatory bodies, including, but not limited to, Innovation, Science and Economic Development Canada ("ISED"); (b) meets all applicable labelling requirements under Canadian federal and provincial law; (c) has been approved for use by Providers' underlying service provider(s) where such approval is required; and (d) shall operate as described in the applicable documentation provided with such Equipment for a period of one (1) year after installation of such Equipment. If the Equipment fails to operate in accordance with its specifications, Comcast may return the affected Equipment to Provider, who will either repair or replace such Equipment, in its discretion. If Provider is unable to repair or replace the Equipment under this warranty, then Provider agrees to refund to Comcast all fees paid by Comcast for the affected Equipment since the first date when the Equipment failed to operate in accordance with its specifications. In addition, Provider shall and does hereby assign all warranties that it receives from suppliers or manufacturers of other materials and/or equipment provided in connection with the Services to the extent such warranties are assignable
- 2.2 Provider represents and warrants that it has obtained all necessary registrations, licenses and authorizations from all appropriate governmental and regulatory bodies, including, but not limited to, the Canadian Radio-television and Telecommunications Commission ("CRTC") and ISED, to offer and provide the Services. Provider acknowledges and agrees that it will comply with all regulatory obligations applicable to it as a telecommunications service provider, including, without limitation, those obligations outlined in Telecom Regulatory Policy CRTC 2017-11, as amended or modified from time to time.
- 2.3 Provider shall provide worker's compensation benefits and unemployment compensation coverage for its employees in compliance with Applicable Laws, and will make any required Employment Insurance (EI) and Canada Pension Plan (CPP) contributions for Personnel. Provider shall indemnify Comcast for any claims relating to such taxes or any required EI and CPP contributions, together with any penalties in relation to same, including any such claims relating to its Personnel.

- 2.4 For purposes of Section 3 of this Rider, a "Background Check" means (i) a Canadian Police Criminal Record Check ("CRC"); as well as (ii) confirmation that the individual is authorized to work in Canada through receipt of a social insurance letter or card or, where applicable, a work visa; as well as (iii) in the case of the Provider's employees only (but for greater certainty excluding the employees of Provider's subcontractors or of any other person), a global sanctions and enforcement check. Comcast, in its sole discretion, may require Provider to reassign Personnel to a different job or area away from the provision of Services, or remove Personnel completely from Comcast work in the event of any concerns arising from any incident.
- 2.5 Pursuant to the Provider's obligations set forth in Section 5.6 of the Agreement, Provider acknowledges and understands that certain Personal Information is subject to Applicable Laws and regulations pertaining to the protection of personal information, including, without limitation, the Personal Information Protection and Electronic Documents Act (PIPEDA) and substantially similar provincial laws, existing and future Canadian Radio-television and Telecommunications Commission regulatory obligations to protect subscriber information, , as well as other applicable federal, provincial and state laws. Provider agrees that it shall use such information in strict compliance with the requirements of such laws and regulations and Privacy Laws that apply to such Personal Information.

### **3. THE PEOPLE'S REPUBLIC OF CHINA ("CHINA")**

- 3.1 Labor Contract Requirement and Employer's Obligation. The Provider must sign labor contracts with its employees in China to establish an employment relationship and ensure compliance with the China social security system including, without limitation, the five mandatory insurance schemes (pension, medical, unemployment, injury and maternity) and relevant housing fund. The Provider shall provide the certificates of contribution of social security insurance for its personnel. Comcast shall not sign any labor contracts with Provider's employees. The Provider shall bear all liabilities relating to salaries, wages, bonuses and other emoluments and benefits to the personnel who provide the Services. There is no payment relationship between Comcast and Provider's personnel. Comcast shall only pay Provider the fees specified in each Service Order, and such payment only relates to the quality of completion of each Service Order, not to the number or workload of each Provider personnel.
- 3.2 Personnel Management Requirement. Notwithstanding any provision to the contrary in the Agreement or this Rider, Comcast's internal policies, rules and regulations shall not apply to Provider's personnel. Comcast may only exercise part of the management right over Provider's personnel of the in relation to health and safety measures required under Applicable Laws in China, including, without limitation, fire protection, service safety, service quality, workplace order.
- 3.3 Annual Report Obligation. When Comcast files annual reports to the relevant Government Entity in China in the first quarter of every year, the Provider shall cooperate with Comcast and provide all necessary assistance to ensure that such filing includes all required information, including, without limitation, information relating to quality of service.
- 3.4 Standards of Internet Data Transfer Service. For Services provided in China, the average time limit for repairing an obstruction to communication equipment shall not exceed 8 hours, and the longest time limit shall not exceed 12 hours. The time limit for repairing an obstruction to communication equipment refers to the period from when the user submits an obstruction declaration, to when the obstruction is removed, or other methods are adopted to restore the user's normal communication.

### **4. COLOMBIA**

#### Labor matters:

##### 4.1.1 Evidence of payment of social security contributions.

Provider shall, on request, provide Comcast with documentation evidencing that Provider and its Sub-Contractor's Personnel (if any) have regularly paid all social security contributions on the salaries accrued by the employees during the performance of the Services. It is agreed and understood that Comcast is entitled to suspend the payment until it receives such documentation.

For the avoidance of doubt, the Provider shall ensure compliance with the Colombian social security regulations and shall bear all liabilities relating to those regulations for the personnel who provide the Services.

#### 4.1.2 Personnel Management Requirement.

Notwithstanding any provision to the contrary in the Agreement or this Rider, Comcast's internal policies, rules and regulations shall not apply to Provider Personnel. For the avoidance of doubt, Comcast's Policies (as defined in the Agreement) shall apply to the Provider in accordance with the terms of the Agreement. Comcast may only exercise part of the management right over Provider's personnel in relation to health and safety measures required under Applicable Laws in Colombia, including, without limitation, fire protection, service safety, service quality, workplace order.

4.2 Tax. Notwithstanding any provision to the contrary set forth in the Agreement, regarding the Work to be performed by the Provider in Colombia, it must be clarified, in such section, that neither Party is liable for any taxes or penalties and late payment interest arising from noncompliance or deficient compliance with substantial or formal duties related to taxes, which the other party is legally obliged to bear and which relate to any transactions contemplated under the Agreement.

4.3 Telecommunications. Notwithstanding Section 1.3 of the Agreement, as provided for in the Unified Regulatory Decree of the Information and Communications Technologies Sector (Decree 1078 of 2015) for the provision of telecommunications networks or services, registry in the Ministry of Information and Communications' Single Registry must be complied with in order to render all regulated telecommunications services and with the provisions issued by the Communications Regulation Commission.

4.3.1 Restriction of child pornography sites. Provider shall block URLs with content concerning child sexual abuse material - Child Pornography, published on the Ministry of Information Technology and Communications' website, issued by the DIJIN department of the National Police, in accordance with the provisions set forth in Law 679 of 2001 and Decree 1524 of 2002, as amended by Decree 1078 of 2015.

## 5. CZECH REPUBLIC

5.1 In addition to paragraph 8.17 in this Rider transfer of Employee from the Provider to the New Provider shall be governed by the Transfer Regulations as well as Act no. 262/2006 Coll. Labour Code (the "Labour Code"); the Provider shall ensure that the Provider and the New Provider comply with obligations set out in § 339 and § 339a of the Labour Code.

5.2 Notwithstanding paragraph 8.27 in this Rider, to the extent that the employment of any person who was assigned to the provision of the Services is not transferred to the New Provider by operation of the Transfer Regulations and the Labour Code, the Provider will not object to the New Provider offering employment to such individual on terms which are no less favourable than their current terms with the Provider and, if the individual accepts the New Provider's offer, shall upon such individual's request conclude an agreement with the individual on immediate employment termination to enable the individual to commence employment with the New Provider as soon as possible.

5.3 Paragraph 7.37.3 in this Rider shall be interpreted as that the New Provider shall be liable to the Employee for all Emoluments for all periods down to the day before the Transfer Date and the Provider shall make financial compensation to the New Provider for such Emoluments for all periods down to the day before the Transfer Date on or within 14 days after the Transfer Date.

## 6. DENMARK

6.1 EEA Exceptions. The provisions set out in paragraph 87 of this Rider shall apply to Denmark save that "Transfer Regulations" shall mean the Acquired Rights Directive 2001/23/EC as implemented in the Danish Act on Transfer of Undertakings (*Lov om lønmodtageres retsstilling ved virksomhedsoverdragelse*).

6.2 Telecommunication

- 6.2.1 Notwithstanding and without limiting the generality of Section 1.3 of the Agreement **Error! Reference source not found.**, the Provider warrants, represents and undertakes to Comcast on an ongoing basis that it shall (and shall procure that any Sub-Contractor shall) comply at all times with Applicable Laws governing telecommunications or the provision of telecommunications services in Denmark, including, but not limited to (i) the obligation for providers of telecommunication services to register with the Danish National Police for legal intercept purposes, cf. section 12 of the Danish Act on Electronic Communications Networks and Services (as amended from time to time), (ii) the obligation to ensure that technical equipment and systems used by the Provider are set up in a manner which enables Danish law enforcement agencies to gain access to information about telecommunications traffic, and to be able to intervene in the secrecy of communications in certain telecommunications data, cf. section 10 of the Danish Act on Electronic Communications Networks and Services (as amended from time to time), and (iii) the obligation to ensure that employees, representatives or other personnel of the Provider who have access to equipment or systems used to intervene in the secrecy of communications are security-cleared, cf. section 1 of Danish Executive Order no. 260 of 22 February 2021.
- 6.2.2 The Parties acknowledge and agree that the entering into of the Agreement shall constitute and shall be deemed as outsourcing by written agreement from Comcast to the Provider of the following obligations under the Applicable Laws governing telecommunications or the provision of telecommunications services in Denmark (as amended from time to time):
- (a) the obligation to establish a point of contact as set out in and which satisfies any and all requirements under Danish Executive Orders no. 1145 of 20 November 2006 and no. 1144 of 20 November 2006, as is able to be outsourced by Comcast in accordance with section 2 of Danish Executive Order no. 1145 of 20 November 2006; and
  - (b) the obligation to comply with legal intercept and retention of data obligations under Danish Applicable Laws, including, but not limited to the Danish Administration of Justice Act and by authorization therein, Danish Executive Orders no. 379, 380 and 381 of 29 March 2022, as is able to be outsourced by Comcast in accordance with section 9 of Danish Executive Order no. 381 of 29 March 2022.

## 7. EEA

- 7.1 If Comcast terminates the Agreement and/or this Rider and retenders the responsibility for providing the Services or itself takes responsibility for the provision of the Services, it is acknowledged and agreed that such action may result in a relevant transfer in accordance with the Acquired Rights Directive 2001/23/EC (the "Transfer Regulations"). In circumstances where the Transfer Regulations apply, those employees who, at the point of the termination of part or all of the Agreement and/or this Rider were part of an organized grouping of employees whose principal purpose was the provision of part or all of the Services (in each case, an "Employee") shall become employed by the new service provider or Comcast (in either case, the "New Provider") with effect from the date on which responsibility for the provision of the Services (or part thereof) passes to the New Provider (the "Transfer Date") in accordance with (but save as provided by) the Transfer Regulations. If the Transfer Regulations do not apply to the termination of this Agreement or part of it, then no employee or worker shall transfer automatically to the New Provider, and they shall not be deemed to be an Employee for any purpose.
- 7.2 To the extent that the employment of any person who was assigned to the provision of the Services is not transferred to the New Provider by operation of the Transfer Regulations, the Provider will not object to the New Provider offering employment to such individual on terms which are no less favourable than their current terms with the New Provider and, if the individual accepts the New Provider's offer, shall release the employee from any notice period to enable the individual to commence employment with the New Provider as soon as possible.
- 7.3 The Provider shall bear all liabilities relating to salaries, wages, bonuses and other emoluments including (without limitation) holiday pay, pension contributions and other benefits (if any) to which workers or employees employed for the purpose of providing the Services are entitled ("Emoluments") for all periods down to the day before the Transfer Date and the New Provider shall bear all Emoluments for all periods including and after the Transfer Date. Any necessary apportionments shall be made

(including an allowance to the New Provider for holiday accrued but not yet taken, and an allowance to the Provider for holiday taken but not yet accrued) and the appropriate financial adjustment shall be made between the New Provider and the Provider on or within 28 days after the Transfer Date.

- 7.4 The Provider shall indemnify Comcast and the New Provider against all claims, demands, awards, penalties, fines, damages, rights of action, interest, costs, expenses and other liabilities relating to or arising out of:
- (a) any claim by an Employee or any trade union, employee association or worker representative of such Employee arising during, from or in connection with their employment with the Provider;
  - (b) any claim by any other person employed by the Provider (other than an Employee) or any trade union, employee association or worker representative of such employee arising during, from or in connection with their employment with the Provider or the New Provider or the termination of such employment or engagement, except in relation to any act or omission of the Provider carried out with the prior written consent of the New Provider;
  - (c) any failure to comply with its obligations under the Transfer Regulations to inform and consult employee representatives and provide information which impairs Comcast or New Provider's ability to comply with their duty to inform and consult employee representatives under the Transfer Regulations;
  - (d) any claim by any administrative authority, social security authority, or tax authority; any unemployment administration, or any labour administration, arising during, from or in connection with the employment or engagement; with the termination of such employment or engagement of any Employee or any other person engaged by the Provider.
- 7.5 Upon either Party giving notice to terminate the Agreement and/or this Rider:
- (a) the Provider shall not reassign any person to or from the provision of the Services without the prior written consent of Comcast and/or New Provider;
  - (b) Comcast shall use its reasonable endeavours to procure that the New Provider will, and the Provider shall promptly exchange in writing such information as will enable them to carry out their respective duties under the Transfer Regulations. Comcast shall use its reasonable endeavours to procure that the New Provider shall indemnify the Provider and keep the Provider indemnified in respect of any claims, demands, awards, penalties, fines, damages, rights of action, interest, costs, expenses and other liabilities arising from a failure to comply with its obligations under the Transfer Regulations to inform and consult employee representatives and provide them with certain information which impairs the Provider's ability to comply with their duty to inform and consult employee representatives under the Transfer Regulations.
- 7.6 The Provider shall give the New Provider such information as is required by the Transfer Regulations together with such additional information or documents as the New Provider may reasonably require relating to the terms and conditions of employment, pension and life assurance arrangements, health, welfare, residence and work permits, or any other matter concerning the Employees in the period down to the Transfer Date.
- 7.7 If the Provider is notified of, or becomes aware of, a claim, dispute or circumstance which may reasonably result in Comcast or New Provider relying on the indemnities set out in this paragraph 7.7 the Provider must promptly notify Comcast accordingly and provide it with all relevant information.
- 7.8 The Provider will ensure that, in respect of any of the employees or workers wholly or mainly assigned to the provision of the Services (or who are part of an organised grouping of employees whose principal purpose is the provision of the Services):
- 7.8.1 no former employee or worker is currently subject to post termination restrictions which might affect their ability lawfully to provide the Services;

- 7.8.2 no benefits are provided which could not be transferred to or (without significant additional cost) replicated by a New Provider;
- 7.8.3 the Provider has complied with all its obligations and duties whether arising under contract, local law, statute, statutory instrument, code of practice, collective agreement, at common law or in equity or under any European or UK treaty or law or any other Applicable Law, whether legally binding or not;
- 7.8.4 the Provider has maintained up-to-date, full, accurate and suitable records regarding the employment or engagement of each of its employees or workers (including, without limitation, details of terms of employment, residence and work permits, remuneration, payments of statutory or other sick pay and statutory maternity, paternity and adoption pay, income tax, national insurance and social security contributions and any other levies due on account of the employment or engagement of each of its employees or workers, working time, disciplinary, grievance and health and safety matters) and termination of employment or engagement;
- 7.8.5 the Provider has at all relevant times complied with all its obligations under Applicable Laws concerning the health and safety at work of its employees, workers or others and there are no claims capable of arising or pending or threatened by any employee, worker, contractor or third party in respect of any accident or injury which are not fully covered by insurance and there are no enforcement proceedings or investigations pending or likely by the Health and Safety Executive or any other applicable Government Entity;
- 7.8.6 no right to an early retirement pension on redundancy or other dismissal exists.

## **8. FINLAND**

### **8.1 Tax Law.**

- 8.1.1 The Provider shall ensure and is responsible that it and, if applicable, Sub-Contractors will fulfil all social security and tax related obligations in conjunction with the deployment of their personnel in Finland.
- 8.1.2 The Provider and, if applicable, Sub-Contractors will be responsible for any reporting obligations, insurances, tax liabilities and any other payments of similar nature, including but not limited to value added taxes and other payments of similar nature, that by Finnish law is the obligation of the Provider or, if applicable, the Sub-Contractor.
- 8.1.3 The Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from the Agreement. If Comcast is required by law to make any deduction, withholding or payment on account of any taxes in Finland in respect of any amounts payable hereunder to the Provider and/or Sub-Contractor, Comcast shall make the payment net of any such deductions or withholdings as required by law.
- 8.1.4 The Provider shall ensure and is responsible that all possible Sub-Contractors that are liable to income tax in Finland are duly registered in the Finnish prepayment register. If the Provider is liable to income tax in Finland, the Provider shall also ensure and be responsible that it is duly registered in the Finnish prepayment register.
- 8.1.5 The Provider and, if applicable, Sub-Contractors will be responsible for any reporting obligations and payments arising from possible import of goods or any transfer or purchase of goods from another EU-country to Finland, including but not limited to value added taxes, customs, and other payments of similar nature.

## **9. GERMANY**

- 9.1 Labor Law: The Provider shall ensure and is responsible that it and, if applicable, Sub-Contractors will fulfill the applicable minimum conditions under labor law, in particular the payment of minimum wages, and all social security and tax related obligations in conjunction with the deployment of their personnel in Germany.

- 9.2 EEA Exceptions: The provisions set out in paragraph 77 of this Rider (in respect of the EEA) shall apply to Germany, save that paragraph 8.8.1, 7.8.1 8.8.2, 7.8.2 and 8.8.67.8.6 shall not apply.

## 10. HONG KONG

- 10.1 Notwithstanding Section 1.3 of the Agreement, in providing each of the Services in Hong Kong, the Provider warrants, represents and undertakes to Comcast on an ongoing basis that it shall and shall procure that its Sub-Contractors shall:
- (a) comply at all times with section 2(1) of the Import and Export (Strategic Commodities) Regulations (Chapter 60G of the Laws of Hong Kong) (the “**IER**”) to ensure that strategic commodities set out in Schedule 1 of the IER (which includes, *inter alia*, certain high performance digital computers, high speed and high density integrated circuits and sophisticated communication systems) are not imported into Hong Kong except under and in accordance with an import licence issued by the Director-General of Trade and Industry Department of the Hong Kong Government; and
  - (b) comply at all times with The Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region.

## 11. INDONESIA

- 11.1 Certification on Telecommunication Equipment: Provider shall (and shall ensure that its Sub-Contractor shall comply with Article 9 of Minister of Communication and Informatics of Republic of Indonesia (“**MoCI**”) No. 16 Year 2018 on Terms of Operation of Telecommunication Equipment and/or Device Certification (or any future amendment thereof - “**MoCI Regulation 16/2018**”) and ensure that Provider and/or Sub-Contractor’s Equipment are imported into Republic of Indonesia only after obtaining the required certification (Type Approval) from the relevant authority, which currently is Director General of Postal and Informatics Resources and Devices of MoCI (*Direktur Jenderal Sumber Daya dan Perangkat Pos dan Informatika* or “**DG of SDPPI**”).
- 11.2 Vital Information Infrastructure: Based on the President of Republic of Indonesia Regulation No. 82 Year 2022 on Protection of Vital Information Infrastructure (“**VII**”) (or any future amendment thereof – “**President of Indonesia Regulation 82/2022**”), information obtained and processed in respect of the Services shall be considered as VII. Provider shall and shall ensure its Sub-Contractor shall carry out VII identification annually and report the results of VII identification to Ministry of Communication and Informatics of Republic of Indonesia. VII shall be protected consistent with the following requirements:
- 11.2.1 applying information security standards stipulated by the Ministry of Communication and Informatics of Republic of Indonesia;
  - 11.2.2 implementing cybersecurity risk management effectively;
  - 11.2.3 increasing the human resource capacity to organize and process VII;
  - 11.2.4 prioritizing the use of Republic of Indonesian worker for the duties of organizing and processing VII; and
  - 11.2.5 carrying out independent analysis on the level of the cybersecurity annually and report the result of the independent analysis to the Ministry of Communication and Informatics of Republic of Indonesia.
- 11.3 Employment Relationship: Provider shall be (and shall procure that Sub-Contractor shall be) solely liable for payment of, and agrees that it will pay, or ensure the payment of wages, salaries or other compensation, including but not limited to social security (incident and/or death) to Indonesian Institution of Social Security Employment (*Badan Penyelenggara Jaminan Sosial Ketenagakerjaan* or BPJS Ketenagakerjaan), paid to and on behalf of employees and personnel of Provider.

Provider shall be (and shall procure that Sub-Contractor shall be) is also solely liable for any outstanding rights owned by the employee and personnel of Provider, including but not limited to pension, severance and long service payment packages, in the

amount and in the way that is in accordance with the Applicable Laws and regulations of Republic of Indonesia. Employees and personnel of Provider will not be considered to have any employment relations with Comcast.

- 11.4 Employment Agreement: Provider shall (to the extent located in Indonesia) and shall procure that the Sub-Contractor shall (to the extent Sub-Contractor is located in Indonesia) have a written employment agreement with its employees. Provider shall (to the extent located in Indonesia) and shall procure that the Sub-Contractor shall (to the extent Sub-Contractor is located in Indonesia) ensure that the employment agreements with its employees are executed in both English language version and Indonesian language version, while acknowledging that the Indonesian version prevails.
- 11.5 Use of Indonesian Language: Any agreements with an Indonesian Sub-Contractor must be signed in both English and Indonesian by the Provider.

## **12. ISRAEL**

- 12.1 Status of Parties. It is hereby agreed and acknowledged as follows:
- 12.1.1 No employer-employee relations exist or shall exist between Comcast and the Provider or any on its behalf (including its and its Sub-Contractors' personnel);
- 12.1.2 In fulfilling Provider's undertakings under this Agreement, Provider is acting and shall act as an independent contractor for all intents and purposes and shall bear the sole responsibility to pay the salary and any other social benefits required by law or agreement in connection with the employment of its and its Sub-Contractors' personnel and accordingly, the Provider and its and its Sub-Contractors personnel shall not be entitled to any payment, benefit or right that would generally be granted to an employee of Comcast under any applicable law, custom or common practice;
- 12.1.3 Provider must fulfill the applicable minimum conditions under labor law, in particular the payment of minimum wages, and all social security and tax related obligations in conjunction with the deployment of its and its Sub-Contractors personnel;
- 12.1.4 The Provider shall bear the payment of, and liability for, all taxes, duties and fees directly or indirectly related to or deriving from this Agreement and the provision of the Services by the Provider as an independent contractor;
- 12.1.5 The parties have no intention of creating any partnership or agency hereby between the Provider and Comcast, and in performance of the Provider's obligations pursuant to the provisions of the Agreement, the Provider is acting for all purposes as an independent contractor;
- 12.1.6 All rights of Comcast to supervise, instruct, or guide the Provider or anyone on its behalf shall only serve to assure that the Provider performs the Services in accordance with the terms of the Agreement, and in no event shall such rights be deemed to construe an employer-employee relationship between the parties and Provider's and its Subcontractors personnel and/or to derogate from any of the Provider's obligations and responsibilities according to the Agreement and any applicable law;
- 12.2 The consideration paid to the Provider pursuant to the Agreement is calculated and paid based on the assumption that the same constitute the entire, full and sole compensation that the Provider is entitled to receive under the Agreement and in connection with the provision of the Services, and that Provider is not entitled to receive any additional consideration.

## **13. ITALY**

- 13.1 Labour force:
- 13.1.1 Comcast shall provide all payments due to the Provider for the performance of the Services, only upon delivery by the latter of the documentation ("*DURC*") – provided on a monthly basis – attesting that the Provider and its Sub-Contractors (if any) have

regularly paid all social security contributions on the salaries accrued by the employees during the performance of the Services. It is agreed and understood that Comcast is entitled to suspend the payment until it receives the above-mentioned documentation.

- 13.1.2 Notwithstanding anything to the contrary in the Agreement, the Provider undertakes to include the obligations referred to in this paragraph 13 in the agreements executed with Sub-Contractors for the provision of the Services. The Provider specifically undertakes to ensure the proper fulfillment of such obligations by its Sub-Contractors.
- 13.2 EEA Exceptions: The provisions set out in paragraph 77 of this Rider (in respect of the EEA) shall apply to Italy, save that paragraph 8.87.8 shall not apply.
- 13.3 Background Checks. In connection with Services provided in Italy, Section 4.2 of the Agreement shall not apply.
- 13.4 Arbitration. Notwithstanding clause 11 of the Agreement, any legal matter or action which may not be settled or resolved by arbitration shall be devolved to the exclusive local jurisdiction according to its criteria and Applicable Laws for the identification of the competent court.

## **14. IRELAND**

- 14.1 EEA Exceptions. In addition to the provisions of paragraph 8.67.6 in this Rider, in connection with Services provided in Ireland, the Provider shall provide to the New Provider true and complete information concerning terms and conditions of employment, including but not limited to, copy employment contracts, dates of commencement, status (permanent or temporary), details of duties and responsibilities, percentage of time spent on the relevant services, hours of work, notice periods, details of remuneration and all contractual benefits, details of contractual bonus and incentive schemes, annual leave (accrued, and total entitlement); work location, collective agreements, pending or threatened claims or proceedings, contractual entitlements upon termination of employment (including by reason of redundancy), and any other information reasonably required by Comcast or New Provider in respect of the Employees.

## **15. LUXEMBOURG**

- 15.1 Luxembourg public order provisions: In accordance with Article L.010-1 (1) of the Labour Code, the Provider and Comcast agree that they will not deprive, whether directly or indirectly, the Provider's employees of the following rights, which Luxembourg law recognizes as fundamental, of public order, and unnegotiable:
- 15.1.1 the right for the employee to obtain a formal written contract of employment;
  - 15.1.2 the minimum Luxembourg social wage and the automatic adaptation of the wage to the evolution of the cost of living;
  - 15.1.3 legal working hours, breaks, daily rest and weekly rest;
  - 15.1.4 paid leave of at least 26 days per year;
  - 15.1.5 collective holidays;
  - 15.1.6 statutory public holidays;
  - 15.1.7 the regulation of part-time work and fixed-term work;
  - 15.1.8 protective measures applicable to the working and employment conditions of children, young people and pregnant women;
  - 15.1.9 non-discrimination provisions and principles;
  - 15.1.10 collective labour agreements;
  - 15.1.11 the health and safety of workers;
  - 15.1.12 illegal or clandestine work prevention and ban;

15.1.13 work permits for employees who are not nationals of a Member State of the European Economic Area.

The parties hereby state that they are aware of the rules of public order relating to Luxembourg labour law and understand that any agreement, order or other instruction they would take with regard to an employee working in Luxembourg which would violate the above public order provisions would be considered null and void.

## **16. MALAYSIA**

- 16.1 The Provider shall pay and shall procure that its Sub-contractors pay all salaries and wages due to all its employees or its Sub-contractors' employees performing the Services, in compliance with Malaysia's Employment Act 1955. The Contractor shall indemnify, defend, and hold harmless Comcast and its respective parent companies, subsidiaries and affiliates, its and their predecessors, successors and assigns and its and their respective directors, officers, employees and representatives from and against any and all claims, suits, damages, penalties, judgments, demands, liabilities and losses arising out of (i) the Contractor's or its Sub-Contractors' failure to pay all salaries and wages due to all its employees or its Sub-contractors' employees performing the Work or (ii) the Contractor's or its Sub-contractors' failure to comply with Malaysia's Employment Act 1955 or (iii) the Contractor's failure to obtain workplace injury coverage in compliance with the Legal Requirements.
- 16.2 The Provider shall, at its expense, obtain all necessary permits required for the purpose of importing communication equipment for the purpose of performing Services.

## **17. MEXICO**

- 17.1 Comcast is exempt from any type of obligation, direct or indirect, derived from the employment or contractual relationship established by Provider with its personnel employed for the provision of the Services in Mexico. Provider is and will be, at all times, solely responsible for the acts incurred by such personnel.

## **18. NETHERLANDS**

- 18.1 In addition to Section 4.1.1 of the Agreement, the Provider obliges the executive engaged by it to communicate with Comcast only to the extent necessary to achieve the end result of the agreed assignment.
- 18.2 Working information. Notwithstanding paragraph 8.87.8 in this Rider, Provider shall:
- 18.2.1 Ensure that any employees or workers subject to immigration control are employed in accordance with the Wet Arbeid Vreemdelingen ("WAV");
  - 18.2.2 At the first request of Comcast, provide: (i) the details as stated on the identity documents and (ii) the place of residence details of the workers it deploys;
  - 18.2.3 When appropriate, provide copies of: (i) the identity documents and (ii) work permits of the workers it deploys, and immediately notify Comcast of any change in relation to such permit(s);
  - 18.2.4 Ensure that the workers deployed can at all times identify themselves on the work site on the basis of a valid identity document within the meaning of the Wet op de identificatieplicht (Wid)
- 18.3 Provider warrants to Comcast, that both in respect of its own Personnel and personnel of Sub-Contractors engaged by it, it complies with the registration requirements for non-Dutch employees, all this as regulated in the WAV, and to this end shall have an up-to-date file of identity papers/work permits available for inspection at the work site.
- 18.4 If Comcast is fined in respect of any breach of the WAV as a result of work that Comcast has subcontracted to Provider: (i) Provider shall be obliged to pay the amount of the fine to Comcast in full, without any deduction or set-off, and (ii) Comcast shall be entitled to any set-off.

- 18.5 EEA Exceptions: The provisions set out in paragraph 77 of this Rider (in respect of the EEA) shall apply to the Netherlands, save that the following changes are made:
- 18.5.1 Whenever a transfer regarding to the "Transfer Regulations" takes place, all parties (Provider, New Provider, Comcast and Employee), need to act according to the rules regarding such a transfer, laid down in Section 7:662 et seq of the Dutch Civil Code ("DCC").
- 18.5.2 Both the Provider and the New Provider are obliged to inform the Dutch Tax Authorities regarding the transfer within one month after the transfer has taken place.

## **19. NEW ZEALAND**

- 19.1 Health and Safety: The Provider must comply, and must ensure its workers comply, at all times with the Health and Safety at Work Act 2015 ("HSWA") and all related legislative instruments, guidance and codes of practice ("Health and Safety Legislation"), Comcast's health and safety rules, policies and procedures and all health and safety directions of Comcast. Without limiting in any way, the Provider's general and specific obligations under Health and Safety Legislation, the Provider will:
- 19.1.1 ensure so far as is reasonably practicable the health and safety of any person is not put at risk by services performed under this Rider, including workers, other contractors, subcontractors, visitors, and members of the public;
- 19.1.2 ensure that its workers have all of the necessary skills, qualifications and experience to safely perform the services under this Rider, and that the workers receive all appropriate health and safety and induction training specific to the services that they will be performing under this Rider;
- 19.1.3 ensure that it and its workers report all notifiable events (as defined in the HSWA) to WorkSafe New Zealand in accordance with Health and Safety Legislation, and report all incidents, including near misses and notifiable events, in relation to the performance of the services under this Rider, to Comcast immediately, including any steps taken to address such events in order to prevent them from happening again;
- 19.1.4 provide any co-operation and assistance as may be required at Comcast's discretion in relation to any incident or accident investigation (including near misses) connected to the performance of the services under this Rider. This co-operation and assistance will be provided as required in all circumstances and at no cost to Comcast, whether the investigation is conducted by the Provider, Comcast, the regulator, or any other person or body with the authority to investigate. As part of such co-operation and assistance, Comcast may require, and the Provider must provide any and all information the Provider has that relates to the subject-matter of the investigation or the investigation itself; and
- 19.1.5 notify Comcast of any improvement or prohibition or other notice, enforcement proceedings or prosecution under Health and Safety Legislation against the Provider in relation to the supply of services under this Rider.
- 19.1.6 To the extent that the Provider and Comcast have overlapping health and safety duties in relation to the supply of services under this Rider, the Provider agrees to consult, cooperate and co-ordinate activities with Comcast so far as is reasonably practicable and to provide all information Comcast may reasonably require.

## **20. NORWAY**

- 20.1 EEA Exceptions. The provisions set out in paragraph 87 of this Rider (EEA) shall apply to Norway.
- 20.2 Temporary agency work. The Services do not constitute a hiring-in of labor pursuant to the Working Environment Act of 2005. The Provider further warrants that it (including any Sub-Contractor) is not considered a manpower agency pursuant to section 14-12 of the Working Environment Act.
- 20.3 Tax.

20.3.1 Neither Party is liable for any taxes or reporting obligations which the Party is legally obligated to bear or perform. Notwithstanding this, the Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from this Agreement, including by way of exchanging information and documentation which may be required to fulfil each Party's reporting obligations.

20.3.2 For the purposes of the Agreement and the Rider, the term taxes shall include all taxes and duties of whatever nature, including without limitation income taxes, corporate taxes, capital gains taxes, payroll taxes, value added tax labour market and other social contribution taxes and/or duties, withholding taxes, real estate taxes and any other taxes and duties of any kind payable by any Party or for which any Party may be held liable.

#### 20.4 Telecommunications:

20.4.1 In the event of a security breach or particular risk of security breach, the Provider shall notify the end-user and the relevant Government Entity to the extent required by Applicable Laws. In such events, the Provider shall assist Comcast as set out in Section 1.3.1 of the Agreement.**Error! Reference source not found.**

20.4.2 The Provider shall treat the content of electronic communication and other's use of electronic communication as Confidential Information and comply with any relevant confidentiality obligations as required by Applicable Laws. The Provider shall implement measures to ensure that Confidential Information is not disclosed to unauthorized persons.

### 21. PHILIPPINES

21.1 Labor code. Provider represents and warrants that: (a) Provider and its Sub-Contractors have substantial capital or investment in tools, equipment, implements and work premises necessary to perform the Services under the applicable Service Order, in accordance with the rules and regulations issued by the Philippine Department of Labor and Employment ("DOLE"); (b) Provider's and its Sub-Contractor's employees are not performing activities which are directly related to the main business operation of Comcast; (c) Provider is registered with the DOLE; (d) Provider and its Sub-Contractors have sole and exclusive control over the means and manner by which Provider's employees and its Sub-Contractors' employees, as the case may be, perform their work; (e) Provider and its Sub-Contractors will pay the wages and salaries of its employees and all the rights and benefits, premiums, and protection in accordance with the provisions of the Labor Code of the Philippines ("Labor Code") and other Applicable Laws, decrees, rules, and regulations; and (f) Provider's and its Sub-Contractors' employees are registered, or will be registered, with the Social Security System, Philippine Health Insurance Corporation, and Home Development Fund and other applicable agencies necessary to comply with the Labor Code and all other Applicable Laws, decrees, rules, and regulations, and that Provider and its Sub-Contractors shall pay both employer and employees contributions to the applicable agencies directly and regularly.

### 22. POLAND

22.1 EEA Exceptions. The provisions set out in paragraph 87 of this Rider (EEA) regarding "Transfer Regulations" shall mean the "Transfer of Undertakings" as determined in art. 23 of the Polish Labor Code.

22.2 In no event shall the Agreement or any Service Order be considered as a construction works contract in the meaning of art. 647 of Polish Civil Code.

### 23. ROMANIA

23.1 EEA Exceptions: The provisions set out in paragraph 87 of this Rider (in respect of the EEA) shall apply to Romania, save that the following changes are made:

23.1.1 The term "mainly", in paragraph 8.8, will be interpreted as at least 51% of the working time being spent on the transferred activity.

23.1.2 The following clauses shall not apply: (i) paragraph 8.8.1,7.8.1 (ii) paragraph 8.8.2.;7.8.2 and (ii) paragraph 8.8.6.7.8.6

23.1.3 The Provider shall ensure and is responsible that it and, if applicable, Sub-Contractors will fulfill the applicable minimum conditions under labor law, in particular the payment of minimum wages, and all social security and tax related obligations in conjunction with the hiring/deployment of their personnel in Romania.

23.2 Arbitration. Notwithstanding clause 11 of the Agreement, any legal matter or action which may not be settled or resolved by arbitration pursuant to Applicable Laws shall be devolved to the exclusive local jurisdiction according to its criteria and Applicable Laws for the identification of the competent court.

23.3 Tax. Section 4.1.1 of the Agreement (Point of Contact and Provider's Supervision of Personnel) shall be supplemented with the following provisions:

23.3.1 For any payments made by Sub-Contractors from Romania, such Sub-Contractors have the obligation to observe the tax requirements in Romania in terms of withholding taxes that might be applicable in that specific jurisdiction. If, for any reason, withholding taxes are due in Romania, the Sub-Contractor will have to apply the gross-up method in computing the tax liabilities paid to the tax authorities in Romania. The amounts paid by the Sub-Contractors to the Providers should be net of any withholding tax that might be due in Romania.

## **24. SINGAPORE**

24.1 Usage Data. To the extent that the Provider has access to or collects Usage Data, such access or collection shall be solely on behalf of Comcast and shall be disclosed to Comcast for the purposes of fulfilling Comcast's obligations under the laws of Singapore, including but not limited to the Telecommunications Act 1999 and any data interception requests by the authorities in Singapore.

## **25. SOUTH KOREA**

25.1 Wiretapping of Telecommunications. Provider shall not wiretap any telecommunications, except as provided by law or statute. However, if any prosecutor, judicial police officer, or the head of an intelligence and investigative agency executes communications-restrictive measures (wiretapping of telecommunications) or requests the provision of communications confirmation data (including the date of telecommunications, the time that the telecommunications commenced and ended, Internet log records, the connection location tracking data, etc.) pursuant to the Protection of Communications Secrets Act (the "Act"), Provider shall cooperate in accordance with the Act, provided that Provider shall immediately notify Comcast of such facts and consult with Comcast. If Provider provides the communications confirmation data in accordance with the Act, Provider shall retain the communications confirmation data for the period prescribed in the Act.

## **26. THAILAND**

26.1 Submission of the Agreement and other relevant documents. The Provider shall submit any relevant agreements and documents within the prescribed period to the relevant Government Entity (if required by Applicable Laws) including but not limited to submission of a copy of the Agreement to the National Broadcasting and Telecommunication Commission of Thailand within the prescribed period. In the event that the National Broadcasting and Telecommunication Commission of Thailand views that the Agreement violates any provisions of the Telecommunications Business Act B.E. 2544 (2001) of Thailand, as amended and the relevant regulations thereunder, the Parties shall cooperate in good faith to amend the Agreement within the prescribed period by Applicable Laws.

26.2 Termination and Amendment. The Provider shall notify the National Broadcasting and Telecommunication Commission of Thailand 30 days in advance in case of the termination and amendment of the Agreement or the cessation of Services or reduction of Services' quality and shall comply with the conditions or measures specified by the National Broadcasting and Telecommunication Commission of Thailand (if any).

26.3 Definition. The definition of “Usage Data” in clause 5.1.5 of the Agreement also includes but not limited to customer information for the use of telecommunication number (i.e. information concerning telecommunication number, name, last name and address of the customer), fact, details in relation to customer that may directly or indirectly identify the customer, service usage data, telecommunication number including the telecommunication service behaviour of the customer.

26.4 No Control Notwithstanding any provision to the contrary in the Agreement, Comcast’s internal policies, rules and regulations shall not apply to Provider’s or Sub-Contractor’s employees or workers.

## **27. TUNISIA**

27.1 Provider warrants and represents that it has procured all necessary authorisations (including prior authorisations from the Central Bank of Tunisia, as applicable) that are required to enable Provider to perform its obligations under the Agreement, including, for the avoidance of doubt, all necessary authorisations required in connection with the provision of the Services in Tunisia.

## **28. UAE**

28.1 Commercial Agency - Nothing in this Agreement should be construed as forming a commercial agency relationship between Comcast and the Provider (or its Sub-Contractors) under UAE Federal Law No. 18 of 1981 nor should this Agreement be considered a commercial agencies agreement under any circumstances whatsoever, and this agreement should accordingly not be registered in the UAE Commercial Agencies Register maintained by and with the UAE Ministry of Economy under any circumstances.

28.2 No employment rights. The Provider acknowledges and warrants that the Personnel have no entitlement whatsoever as against Comcast to:

28.2.1 employee or worker status;

28.2.2 employment or worker legal rights, protections or benefits including but not limited to provision of health insurance, work permit, and a residency visa;

28.2.3 paid leave (including but not limited to holiday and sick leave); or

28.2.4 end of service gratuity or any other payment as set out in UAE Federal Decree Law Number 33 of 2021 as amended, or any other relevant employment law in the United Arab Emirates.

## **29. UK**

29.1 EEA Exceptions. The provisions set out in paragraph 87 of this Rider (in respect of the EEA) shall apply to the UK save that "Transfer Regulations" shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

29.2 Notwithstanding paragraph 8.87.8 in this Rider, Provider shall ensure that any employees or workers subject to immigration control are employed in accordance with the Immigration Act 2016, the Immigration, Asylum and Nationality Act 2006 and where relevant the Asylum and Immigration Act 1996 and any amendments thereto; as well as the prevailing UK Immigration Rules and Policies.