

**Principal Agreement****1. Scope**

This document outlines the General Terms and Conditions ("GTC") for telecommunication services for Global Data Connect data and SMS ("Services") by Telecom26 AG ("Supplier") and applies to the contractual relationship between Supplier and any agreed upon person, subsidiary, or affiliated entities receiving the Services ("Customer"), subject to any deviating special written terms and conditions between the Supplier and Customer and to any deviating terms and conditions of Supplier issued for a particular service or group of customers, which both apply in priority. The Customer confirms to be fully authorized to accept these GTC. These GTC replace all previous versions.

The information in this document hereto shall be binding on Supplier and Customer for all aspects of the Services, in particular for tariff, price and fee information, the current terms and conditions of use, credit top-up options and available blocking possibilities for services. Supplier may change its product definition upon prior notification to Customer at any time which may include without limitation exclusion or addition of countries and networks to the offered packages. Customer may elect to include a pay-as-you-go (PAYGO) option to their account. If selected, additional usage in excess of the monthly allowance shall be invoiced in addition to the chosen package. If not selected, Supplier's obligation to provide Services shall be based on the limits of the package selected and additional usage in excess of the monthly allowance shall be prohibited.

Customer agrees to use Supplier's Services only for traffic defined as P2P (person to person) and M2M (machine to machine). Using Supplier's services for A2P (application to person) purposes is strictly prohibited.

**2. Services**

The Global Data Connect offer shall be valid in countries specified in the applicable order to this contract. The Services are limited to data and SMS only. However, Customer acknowledges that to activate SMS services Customer is obliged to purchase a separate text bundle. Calls and voice services are not included. For any calls/voice services Customer shall contact Supplier directly to request a separate offer. Customer acknowledges that the use of the Services under these GTC is intended for Services marketed as Global Data Connect only and are exclusively provided for normal use and with devices intended for this type of usage. The use of Services under these GTC shall be limited to the specific period of time. Customer agrees to use Supplier's Services only for traffic generation defined as P2P (person to person) and M2M (machine to machine). Using Supplier's services for generating A2P traffic (application to person) is strictly prohibited and shall be considered a material breach of these GTC. Supplier shall

have the right to immediately terminate this contract if Customer commits material breach of these GTC.

**3. Customer Obligations*****General***

Customer is responsible for using the Services in compliance with contractual provisions and applicable laws, including data protection laws, in any country where Services are being provided and used

Customer is responsible for his/her own devices and accessories, including installation, adjustment, keeping them in good working order, and compatibility with the networks and Services used.

Customer is liable for all charges incurred by using the Services, even if the Services are used by a third party.

***Registration and Transfer of SIM card***

Customer acknowledges that the Services may only be used upon registration by Customer. Supplier will keep the information provided in the registration and provide it to the relevant authorities as stipulated by law. The SIM card will not be activated until Customer has been registered as required by law.

Customer shall deliver Customer's own current and active business registration and any necessary certificate of good standing. Upon the request of the regulatory body Customer shall deliver to the Supplier all required information of Customer's end user using Supplier's Services. Such information shall include, without limitations, information on end user's identity such as full name, address, date of birth, national ID, and profession of the end user. Customer agrees that such information shall be delivered to Supplier by Customer's authorized signatory as specified in Customer's active business registration.

Failure to provide the business registration and any required information on end customer(s) will result in termination.

Customer shall indemnify Supplier for penalties imposed by authorities and regulators in case of failure to deliver the required information.

Customer shall not transfer or hand over the SIM card. If, nonetheless, the SIM card is transferred, the relevant authorities will be provided upon request with the same information as required by the initial purchaser.

***Cash deposit***

If required by Supplier, the Customer shall provide a cash deposit in the amount specified by the Supplier, which will not be interest bearing.

In the event that a cash deposit is provided pursuant to these GTC, Supplier shall return such cash deposit within three (3) months of the date of termination of the contract provided that the Customer has paid all

outstanding amounts due to Supplier and in the event that any amounts are still owed at the end of the three (3) month period, Supplier shall have the right to offset such amounts owed against the security deposit provided pursuant to this Agreement and the Customer shall still be liable to pay any remaining balance following the offset.

**Pre-paid wallet**

Supplier may require Customer to maintain a pre-paid wallet. The amount of the pre-paid wallet shall be specified by Supplier. In case Customer exceeds its monthly allowance, the pre-paid wallet shall be used to cover for excess charges.

**Payment**

Customer is responsible for timely payment of the procured services in the manner specified on the Supplier invoice.

Unless approved in advance by Supplier, all payments made by Customer for Services supplied under these GTCs shall be made payable by electronic transfer directly attributable to the Customer. Payments made from accounts not attributable to the Customer may result in Customer account being suspended and/or terminated due to non-payment.

The bundle prices, tariffs and fees and any other charges levied under this contract may be varied from time to time by the Supplier. The price applicable to each Global Data Connect order shall be the latest version of the bundle prices.

The Customer shall pay each invoice, in the currency specified in the associated Global Data Connect customer order within fifteen (15) days of the invoice date, unless agreed otherwise, ("Payment Due Date") by electronic transfer to the bank account nominated in writing by the Supplier. The Customer acknowledges that Supplier's bank account is in EURO and the balance applicable will be subject to then current applicable FX rate used by the bank. Customer shall be responsible for all banking charges and all amounts of money referred to in this contract shall be interpreted as being amounts exclusive of value added tax or any similar sales taxes or customs duties. Any such tax payable in relation to any such amounts shall be paid in addition to these amounts.

If the Customer disputes any invoice, the Customer shall immediately notify the Supplier in writing and state the reason for dispute. The Parties shall negotiate in good faith to resolve the dispute promptly and the Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice

If any payment that is due has not been received by the Supplier by the Payment Due Date, the Supplier may serve a written demand for payment. Failure of the Customer to remit payment in full within fifteen (15) days of the invoice date shall be considered a material breach of the GTC and Supplier may, at its sole determination,

elect to terminate Customer Services effective immediately, or to continue to supply Services for any period of time as outlined within the written demand for payment. Any decision by Supplier to extend Services beyond the Payment Due Date shall not be considered a waiver of Suppliers rights to terminate Customer Services until such time that any outstanding balance has been paid in full. In any event, Customer shall not be relieved of its obligation to pay any fees or charges accrued or payable to Supplier prior to the effective date of termination.

If Customer defaults on payments, Supplier may require Customer to satisfy all outstanding invoices and, at Supplier's discretion, establish a deposit, or other type of security prior to the continuation of any services.

These provisions shall be without prejudice to any other remedy to which the Supplier is entitled under this contract, including any right to suspend the supply of Services or terminate this contract in whole or in part.

If this contract or any portion of services provided by Supplier to Customer is terminated or suspended at any time due to Customer's noncompliance with these GTCs, Supplier shall in addition to all requirements and payment obligations under this contract require Customer to pay a reinstatement fee in the amount of EUR 300 + 2% of the total amount owed to Supplier from the due date of the payment to the date paid. The reinstatement fee shall be capped at EUR 1000. To be eligible for reinstatement of Customer account, Customer must resolve any default in payment to Supplier' satisfaction. If Supplier decides to reinstate Customer account, Customer acknowledges that the reactivation process may not be immediate and Supplier reserves at least two (2) business days to remove any suspension from Services.

Supplier may involve third parties for collection purposes or may assign claims to such third parties at any time under these GTCs. Customer shall pay all minimum fees directly to such third party and shall compensate the third party for its individual expenses and costs.

All payments payable to the Supplier under this contract shall become due immediately on its termination.

**Legal and Contractual Use**

Customer, when utilizing any solutions or Services offered by Supplier, shall **not**:

- Transmit any material that may infringe on the intellectual property rights of Supplier or any rights of third parties.
- Reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the software, Services or products supplied a part of the Services or licensed system.
- Libel, defame or slander any person, or infringe upon any person's privacy rights

- Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Interfere with, or disrupt, networks connected to Supplier network, through password mining or any other means.
- Attempt to gain unauthorized access to the Supplier network, other accounts, computer systems or networks connected to the Supplier network, through password mining or any other means.
- Use the Services to support individuals or organizations associated with terrorist or anti-social groups.
- Resell any Services, unless the reseller agreement is executed by and between Supplier and Customer.
- Directly or indirectly, use, create, promote, participate in or encourage any fraudulent traffic.
- Create false charging events.
- Mask charging events that rightly should be paid to the subscriber's home network.
- Engage in any scenario specifically identified by GSMA or 3GPP as unethical, fraudulent or prohibited.
- Use Supplier's services for A2P generated traffic.
- Roam permanently unless in cases pre-approved by Supplier in writing

If Customer does not comply with the obligations of clause 3, in addition to any right to suspend or terminate subscriptions or change tariffs at any time, Supplier may:

- Remove inclusive monthly allowances, if any, from Customer's account; and / or
- Impose further network protection controls to protect Supplier network from the types of data usage which Supplier believes might impact the Service at specific times of day and/or locations, including reducing Customer data speed adversely;
- Either immediately suspend Services or/and levy on Customer any charges that are caused by permanent roaming in cases where such permanent roaming is not pre-approved by Supplier or/and not allowed as per a local regulator or/and not allowed as per Supplier's roaming partner. Supplier reserves the right to levy any penalties and charges that are caused by Customer's non-compliance with permanent roaming clauses;
- Block or suspend Services with or without notification to Customer.

In case of additional charges, Customer shall be invoiced by Supplier regardless of the chosen payment method.

#### **Responsibility of Use**

Customer is responsible for the content of the information, language, or data in any form transmitted or processed on its behalf by Supplier or made available by the Customer to third parties.

Customer is responsible for all use of its access, including use by third parties.

#### **4. Abuse of Service**

In the event Supplier receives any complaints regarding the receipt of unsolicited transactions, Supplier may in addition to Supplier remedies in clause 3 of these GTC, notify Customer of those complaints and request Customer to correct any such actions that would result in legal or unethical misuse of Supplier infrastructure.

Customer acknowledges and agrees to allow Supplier to cooperate with any applicable legal or regulatory authorities in connection with any misuse or suspected misuse of the Services by Customer. Customer further agrees that Supplier shall be entitled to the extent permitted by law to divulge to any applicable legal or regulatory authorities the name and address of Customer and any other information legally required to be disclosed by Supplier to any such authorities.

Customer acknowledges as a result of the transmission as part of the Services of either unsolicited transactions, then upon the discovery or reasonable suspicion of fraud or artificially inflated traffic, the Services may be immediately suspended or terminated by Supplier and that Supplier shall not be liable to Customer or any other party as a result of such suspension or termination.

#### **5. Service Fees and Tariffs**

##### **General**

Supplier reserves the right to change any Service fees, tariffs, access fees, surcharges and any other charges or to institute new fees with 30 days prior notification. In addition, Customer shall be liable for any third-party costs, taxes, duties such as, but not limited to, VAT, import duties, withholding etc., unless otherwise stated. Customer acknowledges that the prices are correct at the time of publication but are subject to change.

Customer balance may not be shown on Customer Portal immediately and Customer is aware that Customer usage summary on Portal is displayed for estimation purposes only. Customer shall be liable for all the costs, fees and charges invoiced to Customer irrespective of Customer Portal estimates. In addition, Customer shall be liable for any third-party costs, taxes, duties such as, but not limited to, VAT, import duties, withholding etc., unless otherwise stated. Customer acknowledges that the prices are correct at the time of publication but are subject to change. Therefore, Customer is required to check the Portal on the regular basis for updated details.

##### **Data and text allowances**

Customer acknowledges that the Service cannot be used if the data or text volumes allocated to the specific purchased bundle has been entirely consumed. Customer may avoid the Service interruption by opting into PAYGO, or by purchasing a protective bundle to ensure continuity of Services where Customer's usage exceeds the bundle allowance. Notwithstanding anything to the contract and in any case, it shall be Customer's sole responsibility to monitor own usage to avoid Service interruption.

Remaining data or text allowances cannot be reimbursed or transferred to another operator. All unused remaining data and text allowances shall be forfeited at the end of Service. Supplier may send to Customer the warning notification of Customer's usage, however Supplier does not take responsibility for any damages arising in connection with Customer's failure to monitor the usage in order to prevent the Service interruption.

**Orders**

Orders for services shall be specified in applicable Order Form to this contract which Supplier shall be free to accept or decline at its absolute discretion.

Unless otherwise agreed upon, commencement of the provision of Services shall begin on the date requested by the Customer on the Order Form ("Commencement Date").

In case of termination, Customer shall be liable for all the remaining charges in respect of terminated Services still owed by Customer to Supplier up to the end of minimum period specified in the Order to this contract or in the relevant electronic order or request in customer ticketing system.

Any request to downgrade a Service shall be made ten (10) days or more from the end of the current calendar month. Requests made within ten (10) days of the end of the current calendar month shall be as if the request were made on the 1<sup>st</sup> of the following month. Customer shall be liable for all remaining charges of the initial ordered Services until the end of the 30 day minimum service period or for the relevant minimum period whichever is longer unless different effective date for Services downgrade is pre-approved in writing by Supplier.

In the event Customer requests Service upgrade, Customer shall use the remaining bundle until the effective date confirmed by Supplier in writing and as from the effective date Customer shall purchase an upgraded bundle. If bundle upgrade effective date is not on 1<sup>st</sup> of the month, then upgraded bundle shall be prorated to the end of the given month and thereafter shall be valid as from 1<sup>st</sup> of each calendar month.

Upon Supplier's approval, Customer may purchase and/or upgrade ordered Services via customer ticketing system. By signature of these GTC Customer grants employees with access to the customer ticketing system the right to make purchases and/or Service upgrades on behalf of Customer. All Services ordered via customer ticketing system shall be subject to these GTC. Any requests for amendments of Services shall be pre-approved by Supplier.

**Shipping costs**

Supplier shall arrange for shipment and invoicing to Customer for SIM cards and any related product ordered by Customer. Customer shall pay delivery costs and all

customs, duties, and other governmental charges, if any, relating to the importation and sale of Supplier's SIM cards or relating to Service, and shall have all responsibility for storing and clearing SIM cards and related products through all customs and importation requirements.

**6. Portal Account**

Customer is entirely responsible for maintaining the confidentiality of passwords and Portal accounts. Customer is entirely responsible for all activity that occurs within the account and any accounts under Customer control. The Supplier may verify member account details by checking the purchasing company details before making any changes or resets to the Portal accounts.

**7. Suspension, Term and Termination**

A contract for Services shall enter upon concurrence of these GTC by Customer. Either Party may terminate the contract without penalty by providing at least 10 business days' notice prior the end of the monthly billing cycle to the other Party. Customer shall be liable for all the fees, costs and charges until Services deactivation date. Balance below twenty-five (25) EUR shall be forfeited.

If Services become effective before the end of any month, the period from the Commencement Date to the end of month shall be prorated according to the proportion that such period bears to the full month.

Without prejudice to any other right of suspension or termination as set out in this GTC, Supplier may suspend or terminate the Services, or any part thereof at any time without compensation.

If Customer is put at a disadvantage by an amendment to the GTC, prices or Services or if a Service is discontinued, Supplier shall provide a written (incl. SMS) or verbal notice of its intent to terminate all existing Services in advance. Failure on Customer's part to notify Supplier in writing within ten (10) days that he/she does not accept the amended or discontinued GTC, prices or Services shall be construed as Customer's acceptance of these changes. If Customer does not wish to accept a price increase or change to his/her disadvantage, Customer may terminate the contract as of the date upon which such change comes into force. To this end, Customer must serve written notice of termination to Supplier, with reference to the corresponding contract/GTC change or price increase before they come into force.

Either party may terminate the contract for good cause with immediate effect. In particular, Supplier may, in the event of any actual or threatened breach or violation of any portion of these GTC or the contract by Customer, at Supplier's sole discretion, request immediate remedy of the breach or violation and may elect to immediately terminate, restrict or suspend the contract with

Customer or any or all Services effective immediately with or without notification. Under no circumstance shall Supplier be liable for any damages to Customer arising out of the suspension or termination or restriction of any Service.

Customer may suspend the Service for a required period, however no credit return shall be applicable in such case.

## **8. Warranty and Limitation of Liability**

Supplier does not warrant or guarantee that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the servers that makes it available are free of viruses or other harmful components. Supplier does not guarantee that the use or the results of the use of the Services or the materials made available will be correct, accurate, timely, or otherwise reliable. Supplier makes no express or implied warranty as to the suitability of Services to be provided.

Customer agrees to use Services only in Supplier designated and approved equipment and environments.

Customer assumes full responsibility and risk of loss resulting from Customer use of Services, including loss of files, pictures, information, communications, content or other material accessed or obtained through the use of Services.

In the event of breach of contract, Supplier shall be liable to Customer for any proven direct damage caused by Supplier's gross negligence or willful act. Supplier shall not be liable for damage arising from simple negligence. Under no circumstances shall Supplier or its agents, or any third-party provider of telecommunications or network services, site software or site content for Supplier or its affiliates, be liable for any indirect, incidental, punitive, special or consequential damages, loss of revenue or profits, loss of business or loss of data, regardless of whether such liability is based in tort, contract or any other legal grounds. Furthermore, Supplier shall not be liable for damage resulting from unlawful use of the Services or use of the Services in violation of these GTC. Supplier shall not be held responsible if Services are temporarily disrupted, restricted in whole or in part or unavailable as a result of force majeure, specifically major natural disasters (avalanches, floods, etc.), war, strike, unforeseeable government restrictions, loss of power, viruses, etc.

To the extent legally permitted, the total annual liability of the Supplier and its affiliates is limited to the annual amount, if any, actually paid by Customer for access to and use of the Services, up to a maximum of CHF 10,000

## **9. Confidentiality and Data Privacy**

Unless otherwise stated in writing, the Parties acknowledge that these GTC and any oral or written information exchanged between the Parties in connection with Supplier's Services and any related

business are regarded as confidential information. Customer shall maintain confidentiality of all such confidential information, and without obtaining the prior written consent of the Supplier. Customer shall not disclose any relevant confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Customer's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by Customer to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this clause. Disclosure of any confidential information by the staff members or agencies hired by Customer shall be deemed disclosure of such confidential information by such the Customer, in which Customer shall be held liable for breach of these GTC. This clause shall survive the termination of these GTC for any reason.

### ***Data Protection and Data Transfer***

Supplier complies with the prevailing laws with regard to handling data, particularly the laws on telecoms and data protection. Supplier only collects, stores and processes the data required for providing the Services, for handling and maintaining customer relations, particularly to ensure high-quality services, operational reliability and infrastructure and for ensuring compliance with the contract and these GTC.

Customer accepts that Supplier may, in connection with the conclusion and performance of the contract, request information concerning his/her person, pass on information regarding his/her payment history, use his/her personal data for the needs-specific design and development of Services and customized offerings, and use his/her personal data for the same purposes with its affiliates and partner networks and partner companies in Switzerland, the EU and abroad. If a service is provided jointly by Supplier and a third party (in or outside Switzerland or in or outside the EU), or if the Customer receives third party services via the Supplier's portal, or if a third party is retained by Supplier to handle customer relationships or collect outstanding invoicing amounts, Supplier may disclose the Customer's data to a third party, insofar as this is necessary for the provision of such services. Customer hereby consents to data processing by Supplier in regard to the contractual documentation and information about the Customer including personal data, if any. Data processing includes collection, retention, and trans-border transfer of Customer data within Switzerland and the EU, but also outside of Switzerland and the EU. Customer is required to read Supplier's Privacy Statement accessible under on Supplier's website [www.telecom26.ch](http://www.telecom26.ch)

Supplier takes precautionary measures to protect its network against third-party access. However, full



protection against unauthorized access or unlawful wire-tapping cannot be guaranteed. Supplier is not responsible for such access.

**Communication**

Customer accepts that Supplier may send him/her legally valid information relevant to the contract by SMS.

**10. Intellectual Property**

For the duration of Services provided, Customer shall be granted a non-transferable and non-exclusive right to the use of Services and related products. All rights to existing intellectual property or any future intellectual property arising shall remain the sole property of Supplier. If Customer infringes upon any intellectual property rights of Supplier, Customer shall fully indemnify Supplier for all direct and consequential damages, including, but not limited to, loss of profit.

Customer shall not disclose any of Supplier's intellectual property including but not limited to Services, licenses and products such as SIM cards, fees, etc. to any of Supplier's competitors. Customer acknowledges and agrees that in case of such disclosure, Customer shall be fully liable for any damage or claim brought against Customer. Customer agrees that this clause shall survive any termination of these GTC, or any contract or agreement with the Supplier. Customer liability shall NOT be limited in the event of breach of this clause.

**11. Amendments and Transfer**

Supplier has the right to modify these GTC and any policies affecting Services, at any time. Modified GTC are published on Supplier website and shall become applicable with the publication. Customer is therefore advised to check Supplier website on the regular basis for updated details. If the changes are to the Customer's disadvantage, the provision of clause 7 apply.

Transfer by Customer of the contract and/or any rights or obligations under the contract with Supplier or under these GTC are subject to Supplier's prior written consent. Supplier is entitled to transfer the contract with Customer and/or any rights or obligations under the contract or under these GTC to any subsidiary, affiliate or parent company without Customer's consent.

**12. Applicable Law and Jurisdiction**

These Terms and Conditions shall be governed by, construed and interpreted in accordance with the substantive laws of Switzerland. The place of jurisdiction is Zug, Canton of Zug, Switzerland; subject to mandatory places of jurisdiction (specifically art. 32 and 35 of the Code of Civil Procedure (ZPO) for consumers).