

Principal Agreement

1. Scope

This document outlines the General Terms and Conditions ("GTC") for telecommunication services for Talk, Text and Travel data and SMS and voice ("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 the 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.

2. Services

The Talk, Text and Travel offer shall be valid in countries specified in the applicable order to this contract. The Services are for data, SMS and voice. These GTC are intended for Services marketed as Talk, Text and Travel only and are exclusively provided for normal use and with devices intended for this type of usage. The use of Services under these GTC may be limited to the specific period. 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. Any additional usage in excess of the monthly allowance shall be invoiced in addition to the chosen package.

Customer agrees to use Supplier's Services only for traffic generation defined as P2P (person to person). 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 any applicable law, including, but not limited to, data protection regulations that shall include without limitation FADP (Federal Act on Data Protection of 19 June 1992).

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 notarized trade register to Supplier. 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 name, address and profession of the end user etc. Customer agrees that such information shall be delivered to Supplier by Customer's authorized signatory as specified in Customer's trade register excerpt.

Failure to provide the trade register and any required information on end customer will result in penalties.

Customer shall indemnify Supplier for penalties imposed by Swiss 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 name and address of the initial purchaser. If the transferred prepaid SIM card is used for criminal purposes, under certain circumstances the initial purchaser may face prosecution on the grounds of aiding and abetting, complicity or facilitation of criminal activities.

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 request 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. The bundle prices, tariffs and fees and any other charges levied under this contract may be varied from time to time by the Supplier. Supplier shall provide ten (10) days prior notice for such change under this contract. The price applicable to each Talk, Text and Travel order shall be the latest version of the bundle prices.

The Customer shall pay each invoice, in the currency specified in the associated Talk, Text and Travel 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. If the payment to which such written demand refers remains outstanding for fifteen (15) days following issue of such written first demand, the Supplier will suspend any Services and/or support under this contract. Supplier will terminate Services if the payment remains outstanding for one (1) month after suspension. 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 prepayments, deposits, or other types 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.

Customer shall be fully liable for any costs or fees associated with the fraudulent traffic. Indicators that could be used as a reference to determine fraudulent traffic may include but are not limited to the following: a) high share of traffic generated from a limited number of a SIM cards/ A-Numbers/IMSI, b) high share of traffic to unusual service numbers (e.g. premium rate numbers, value added service numbers, conference service numbers, satellite networks, etc.) or to high costs third country other than to the Supplier's network, c) calls made with a high frequency, d) calls with long duration e) call attempts with a high frequency (generation of high signaling traffic).

Credit top ups (In case of pre-paid Services)

Customer acknowledges that the Service cannot be used if the credit is zero (0) or below zero (0) or below the minimum amount agreed to maintain Services. Supplier's billing system determines the amount of credit for each subscription, associated directly with a SIM card. Customer shall be solely responsible for topping up the subscription in a timely manner prior to the use of Services in accordance with the applicable payment instructions. Services used in excess of the chosen bundle allowance shall be invoiced at the end of the billing month despite Customer's chosen payment method. Supplier may invoice Customer for any charges.

Neither credit nor pre-paid wallet can be transferred to another operator. Supplier may send to Customer a warning notification of Customer's usage. Supplier shall not be responsible for any damages arising in connection with Customer's failure to top up the account in the timely manner or to ensure available funds necessary for the Services bundle purchase as specified in this clause.

Mobile Number Portability (MNP)

MNP is not available for Talk, Text and Travel services. Numbers used by Customer will not be ported out and will not be ported IN.

Credit Information

The Customer acknowledges and agrees that the Supplier may complete all credit checks and customer verification in respect of the Customer.

The Customer shall comply with, and assist the Supplier, with all reasonable requests for information in respect of credit checks as may be required in order to provide the Service.

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.

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.

In the event of ten (10) days prior Service downgrade request by Customer, Customer shall be liable for all remaining charges of the initial ordered Services until the end of the month or for the relevant minimum period whichever is longer unless different effective date for Services downgrade is pre-approved in writing by Supplier.

Upon Supplier's approval, Customer may purchase or/and 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 and Supplier shall be entitled to the damages in accordance with paragraph 2 of this clause titled "Orders".

Legal and Contractual Use

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

- Transmit any material that may infringe 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 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 authorized upfront in writing by the Supplier to do so,
- 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,
- Exceed the allowed fair usage policy of Supplier (5000 minutes per month),
- Roam permanently unless in cases pre-approved in writing by Supplier.
- Use Supplier's services for A2P generated traffic.

If Customer does not comply with the obligations in this entire clause 3, in addition to any right to disconnect subscriptions or change tariffs at any time, Supplier may as well:

- Impose further charges on Customer;
- 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 without or with 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, police, and any other government 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

Upon prior ten (10) days notification, Supplier reserves the right to change any Service fees, tariffs, access fees, surcharges and any other charges or to institute new fees at any time. Customer balance or credit top up 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 consumed in excess or out of purchased bundle monthly allowance used for the voice, data or text shall be billed and invoiced in addition to the monthly commitment. Notwithstanding anything to the contract and in any case, it shall be Customer's sole responsibility to monitor own usage to avoid additional charges.

Remaining voice, data or text shall not be reimbursed or transferred to another operator. All unused remaining voice, data and text allowances shall be forfeited at the end of Service. Supplier may send to Customer a 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 additional charges.

Voice

Voice charges in excess of the bundle allowance shall be billed separately and in accordance with rates in effect at the time.

Shipping costs

Supplier shall arrange for shipment and invoicing to Customer for SIM cards and any related product ordered by Customer. Customer will 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 signature of these GTC by Parties. Either Party may terminate the contract by giving at least 10 business days' notice prior the end of the monthly billing cycle to the other Party. However, if Customer terminates this contract, Customer shall be liable for all remaining fees, charges, and expenses until the cessation of the minimum period which shall be specified in the Order Form to this contract or in customer ticketing system or until the effective contract termination date which shall be confirmed by Supplier. When terminating the contract, Customer is not entitled to reimbursement of the remaining credit except for of the pre-paid wallet. Balance below twenty-five (25) EUR shall be forfeited.

Unless otherwise agreed upon, commencement of charges of Services shall begin on the following day of the SIMs delivery receipt date.

If Services become effective before the end of any month, the period from the Services commencement date to the end of month shall not be prorated. Customer shall be liable for full monthly charges regardless of Services commencement date.

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

any time without compensation by providing a prior written notice to the Customer.

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 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 and Customer shall be fully liable for all charges incurred to the suspension date. Any fees or charges for physical SIM cards may be invoiced after the suspension date.

The Customer may at any time terminate an Order Form (or part thereof) for convenience on payment of the early termination charges, these being any remaining charges in respect of the terminated elements of the Service still owed by the Customer up to the end of the relevant minimum period or as otherwise set out in the relevant Order Form. Where the Customer terminates after the minimum period they will be liable to pay the charges up to the expiry of the notice period set out in this contract.

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 or that Services will be compatible for use in all equipment and environments. 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 Supplier's approved equipment and environments.

In the event, Services are used in non-compatible or non-conforming equipment or environments, Supplier reserves the right with or without prior notification to suspend or terminate Services used in non-conforming and/or non-compatible equipment or 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 EUR 10,000.

Supplier shall not be liable to the other for any loss of profit, good will, business data, business opportunity, loss or corruption of data or information, contracts, revenues or anticipated savings, or any incidental, special damages, howsoever arising or for damages caused by auxiliary persons. Liability for light negligence shall be excluded.

Notwithstanding any other provision of this contract, in no event shall Supplier be liable to the other for any indirect or consequential loss of whatever nature, however caused, whether occurring in contract, tort, negligence or otherwise.

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 9. 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

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.

Customer shall not use the other Supplier's Intellectual Property including but not limited to name, logo, trademarks or other identifying information for marketing or any other purpose with a third-party without the express written consent of the owner or rights holder of such Intellectual Property.

Supplier shall be entitled to use on its website Customer's logo and/or Customer name for referral purposes.

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, source codes, 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.

Both Parties are responsible that the Data Subjects (persons affected) are provided with their right of information (right of access), correction, blocking, suppression or deletion, as available under the applicable data protection regulations. The Customer will fully and without delay cooperate with the Supplier in, and provide to the Supplier the necessary services for, fulfilling such requests or inquiries of Data Subjects (persons affected). The Customer will immediately forward to the Supplier any requests or inquiries it directly receives without responding to them on the merits.

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 paragraph 5 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).