

General Terms and Conditions (“GTC”)

1. PURPOSE

- 1.1 These GTC set forth the general terms and conditions that apply to the provision of the Service.
- 1.2 The GTC are part of a framework agreement (“Agreement”) which include (or may include) the following, in descending order of priority:
 - 1.2.1 The provisions of a supplemental agreement, if applicable;
 - 1.2.2 The provisions of a MSA, if applicable;
 - 1.2.3 The provisions contained in an Order Form;
 - 1.2.4 The provisions contained in these GTC; and
 - 1.2.5 The provisions contained in the appendices attached to the Agreement.
- 1.3 The Agreement is signed between the entity providing the Services (“Provider”) and the entity receiving the Services (“Client”), as detailed in the MSA (if applicable) and/or Order Form.
- 1.4 The Client may use the Services for its own internal needs or to provide the Services to Subscribers under its own terms and conditions (incorporating this GTC) or appoint a third party to provide the Services to the Subscribers.
- 1.5 The Provider Infrastructure is operated by Transatel (a NTT Ltd. affiliate and a French société par actions simplifiée with a share capital of EUR 1,250,717.99, registered with the Trade and Companies Registry of Nanterre in France under number 432 786 432). Transatel is a registered provider of the Services, from a regulatory standpoint, through either Transatel or a third-party (including other NTT affiliates) local registration.
- 1.6 Any services which are not expressly referred to in the Agreement shall not form part of the Agreement.
- 1.7 Nothing in the Agreement shall restrict or prevent Provider from supplying services of the same or similar kind as the Services to any third party.

2. TERM

- 2.1 The Agreement will come into effect on the Effective Date and is entered into for the initial period as stated in the Order Form, or (if not stated in the Order Form) for five (5) years, from

the Commercial Launch (hereinafter, the “Initial Period”), save for early termination by either of the Parties as expressly set out in the Agreement.

- 2.2 The Agreement shall be renewed automatically at the end of the Initial Period for an indefinite period (hereinafter, the “Renewal Period”) save for early termination by either of the Parties as expressly set out in the Agreement.
- 2.3 Each of the Parties shall be free to terminate the Agreement by providing the other Party with advance notice in writing as stated in the Order Form, and (if not stated in the Order Form) with advance notice in writing of one (1) year, not to expire before the end of the Initial Period.

3. PROVIDER OBLIGATIONS

- 3.1 Setup
 - 3.1.1 Provider will setup the Services in accordance with the Agreement.
 - 3.1.2 The Parties may agree in writing on a delivery plan.
 - 3.1.3 In any case, Acceptance is implied upon Commercial Launch by Client
- 3.2 Commercial Launch
 - 3.2.1 The Commercial Launch means the date at which the Services are used, or the Offer is first sold (when applicable).
 - 3.2.2 The Commercial Launch shall be freely determined by Client in agreement with Provider.
 - 3.2.3 The Commercial Launch shall be deemed to happen three (3) months from delivery of the Services (in the absence of major defects as defined).
- 3.3 Client Data. In connection with the systems managed or controlled by Provider to provide the Services, Provider will maintain appropriate technical and organizational measures to protect the Client Data transferred to or stored on such systems against accidental, unauthorized or unlawful access, acquisition, processing, disclosure, alteration, loss or destruction.
- 3.4 Quality of Service
 - 3.4.1 In case service credits apply under a Support appendix, they are not cumulative with any of

the remedies provided under articles “liability” and “indemnities”.

4. CLIENT OBLIGATIONS

- 4.1 Client represents having examined and understood how to adapt and comply with the access conditions to the Provider Infrastructure and the Underlying Mobile Networks as identified in appendix to the Agreement.
- 4.2 Client shall use all reasonable endeavors to prevent Subscribers or any other persons from doing anything likely to impair, interfere with or damage or cause harm or distress to the Underlying Mobile Networks, the Provider Infrastructure and/or the Services.
- 4.3 Provider may require Client to supply on a quarterly basis (at the beginning of each quarter and prior to the 10th day of the relevant quarter) non-binding forecasts of traffic and SIM Card activations, covering the following eighteen (18) months for Provider review and approval, not to be unreasonably withheld or delayed. Provider shall deliver the Services to meet the agreed forecasts. The format in which these forecasts are to be provided will be agreed between the Parties. The Parties will define the traffic above the forecast which will be defined as “Excess Traffic” and, Provider shall, if explicitly requested by the MNO, have no obligation to provide the Services under the Agreement in relation to this Excess Traffic. However, Provider will use reasonable endeavors to ensure that this Excess Traffic is carried by the MNO.
- 4.4 Client shall adapt its technical infrastructure or operational procedures as required by any reasonable technical amendments to the Services implemented by Provider in order to improve the Services, provided always that: (i) Client is given reasonable prior notice in writing of any such technical amendments, and (ii) in the case of any such technical amendment that would or may require Client to incur any material costs, such technical amendment is discussed in good faith by the Parties.
- 4.5 If requested by MNO(s), in order to negotiate particular access condition to the Underlying Mobile Network, Client undertakes to provide to Provider, as soon as possible following notice being given, a short use case(s) presentation of its Offer, to share it with relevant MNO(s), including usage transparency conditions.

5. PERSONAL DATA

- 5.1 Were Client to rely on Provider to process Personal Data of Subscriber, then Provider shall agree on contractual provisions with Client to protect such Personal Data which are designated by Client.

6. FINANCIAL CONDITIONS

- 6.1 VAT. All sums payable under the Agreement in respect of the Services are exclusive of any VAT or other taxes or duties levied on such sums and Client undertakes to pay Provider any such VAT or other tax or duty properly chargeable to Client by Provider as set out in a valid tax invoice. If Client is or was required by Applicable Law to make deduction or withholding from any payment due hereunder to Provider, then, notwithstanding anything to the contrary contained herein, Client shall be entitled to deduct such taxes from payment and pay such withholding or similar tax to the appropriate government authority, and if required by Provider, send to Provider a reasonably available evidence of such payment.
- 6.2 Unless agreed otherwise by the Parties, Setup payment terms are:
 - 6.2.1 Fifty per cent (50%) of the initial or additional setup fees for the Services shall be invoiced by Provider to the Client as of the Effective Date or the date at which the Order Form is received, and project work will commence on the receipt of this payment by the Client to Provider.
 - 6.2.2 The remaining fifty per cent (50%) shall be invoiced by Provider to the Client on Acceptance.
- 6.3 SIM Cards ordered by Client to Provider (if applicable). SIM Cards are paid to Client by Provider in full, including taxes, prior to printing or delivery.
- 6.4 Invoicing. Client undertakes to pay Provider’s invoice at the latest within one (1) month of the date of its receipt. Provider reserves the right to bill the Services up to twelve (12) months after its occurrence.
- 6.5 Dispute. Billing queries with respect to any invoice must be made in writing by the Client to Provider within three (3) months of receipt of the applicable invoice after which time the invoice will be deemed to be accepted and Client waives any remedies which, but for this Article, it would otherwise have the right to query such invoice. Such written query shall set out in detail the issue in dispute, the grounds for the dispute and supporting evidence. Provider shall provide a

response to Client within thirty (30) calendar days of receipt of Client's dispute notice. The fact that Client is disputing an invoice does not relieve it from its obligation to pay the undisputed amounts. In the event of a payment dispute, the Parties shall use their reasonable endeavours to settle the dispute in accordance with this Article, without compromising any other contractual obligations. If the Parties resolve such dispute, the relevant payment shall be made within two (2) weeks from the date of such resolution.

6.6 Late payment.

6.6.1 In the event that payment under the Agreement in respect of any undisputed invoice is not received by Provider in cleared funds on or before the payment due date, Client shall pay to Provider, in accordance with Applicable Laws, interests that is equivalent to interest rate applied by the European Central Bank to its most recent refinancing transaction, plus ten per cent (10%) and an indemnity of forty (40) Euros. Additionally, Provider reserves the right to be paid by offset between the amounts payable by Client and the amounts that may be payable by Provider to Client. Early payment of the invoices will not, unless otherwise agreed in the appendices, lead to any discount. In the event of late payment of any undisputed invoice, Provider shall be entitled to declare all the outstanding invoices due.

6.6.2 Airtime for month M is invoiced by Provider to Client at the beginning of month M+1. Payment delay is one month, so invoice is due in month M+2. If Client fails to pay invoice, Provider will send reminder by email. If necessary, Provider shall also notify Client via an official notice in writing via recorded delivery. After the official notice to pay has been received by Client, if payment in cleared funds has not been received in respect of undisputed amounts five (5) Business days after the date of receipt of the official notice, Provider reserves the right to suspend the Service. Such suspension of Service will be preceded by additional communication from Provider, which could include messages via e-mail, fax and/or via telephone calls. It is agreed that the payment of the undisputed amounts owed by Client prior to the termination of the Agreement by Provider pursuant to this Article shall immediately lead to the discontinuation of any suspension of the Service or right of termination pursuant to this Article. Provider reserves the right to enforce this Article even though the Client has provided a Payment Guarantee to Provider.

6.7 The payment method and guarantee are detailed in the Order Form. If not, the following applies.

6.7.1 Client pays Provider via wire transfer, and

6.7.2 Provider will ensure that a third-party credit insurer (such as EULER HERMES) guarantees Client and payment under the Agreement, with a level of guarantee satisfactory to Provider. In case there is no such third party credit insurance, or it is depreciated or voided, Provider may require (on its own initiative) from the Client, for the same period of validity as the Agreement plus three (3) months (all taxes included) (i) a security deposit with the higher of 6,000 € and an amount equal to two (2) months of the provider invoice under the Agreement, or (ii) a first demand bank guarantee with the higher of 9,000 € and an amount equal to three (3) months of the Provider invoice under the Agreement. Client will send the payment guarantee (security deposit of bank guarantee) within two (2) weeks of receipt of the request from Provider. If Client fails to do so or if this payment guarantee is not reasonably satisfactory to Provider or no longer covers the Client and payment under the Agreement, Provider reserves the right to suspend immediately all or part of the Services.

7. SUSPENSION OF THE SERVICES

7.1 Provider shall be entitled to suspend the Services, in whole or in part, so long as:

7.1.1 The Client or a Subscriber is in material breach of the Agreement which has not been remedied within the timeframes as detailed in the Agreement, after receiving notice of such breach;

7.1.2 Provider is instructed to do so by the government or any other competent regulatory, administrative, regulatory or judicial authority;

7.1.3 Provider reasonably considers there is a Fraud or any other analogous or similar activity;

7.1.4 Subscriber Equipment does not meet any relevant MNO requirements, or industry standards for certification with the Services, or may have a material adverse impact on the Provider Infrastructure or the Underlying Mobile Network;

7.2 Any suspension in accordance with this Article will only be to the extent necessary (both in terms of time and scope and number of Subscribers impacted) to address the circumstances giving

rise to the right of suspension. Prior to any suspension of the Services in accordance with this Article, Provider will use reasonable endeavors to notify Client in writing.

7.3 Provider may suspend or interrupt the operation of the Provider Infrastructure and/or the provision of the Services, without incurring any liability or obligation to Client and/or the Subscribers, provided:

7.3.1 The purpose of such suspension or interruption is to improve, update or maintain the Provider Infrastructure and/or the Services, without having a material and adverse effect on the overall quality of the Services;

7.3.2 Provider will give Client as much notice of any planned outage or any other alteration having a material impact on all or part of the Provider Infrastructure and/or the Services, as is reasonably practicable in such circumstances.

8. TERMINATION

8.1 Any termination of the Agreement by one of the Parties must strictly comply with the terms of the Agreement, and no termination may take place unless expressly permitted by the Agreement.

8.2 Termination of the Agreement for fault. In the event that either Party commits a material breach of the Agreement, and, if the breach is capable of remedy, fails to remedy it during the period of one (1) month starting on the date of receipt of notice from the non-defaulting Party specifying the material breach and requiring it to be remedied, the Agreement may be terminated and the terminating Party shall require payment of any amounts due under the Agreement at the date of termination (without prejudice to its other rights and remedies) with immediate effect by providing written notice of termination to the defaulting Party.

8.3 Consequences of termination. Without prejudice to any other rights and remedies, when a Party terminates the Agreement for fault, or finds the other Party's termination of the Agreement is not compliant with the provisions set out in the Agreement, then the Party may, on the date of notification of the termination of the Agreement, issue an invoice to the other Party for the payment of the charges that would otherwise have been received in accordance with the conditions detailed in the Agreement until the ongoing term of the Agreement.

8.4 Client exit plan. At any time after the Commercial Launch and during the term of the Agreement, Client can request a meeting for the Parties to

discuss and agree an exit plan, which describes the conditions under which Provider will provide additional services necessary to accomplish the transition of the provision of the Services from Provider to another provider, and which ensure a minimal disruption to the existing Subscribers as possible. The Parties will act in good faith to agree an exit plan within three (3) months after the meeting, provided all the relevant information is available.

9. WARRANTIES

9.1 Corporate. Each Party warrants that, at the Effective Date and throughout the term of the Agreement, it has the power and authority to enter into the Agreement and fully perform its obligations under it.

9.2 SIM Cards. Where Client purchases SIM Cards from Provider, Provider remains the owner of the IPR in relation with the SIM cards and will pass through to Client any warranties given by the SIM Cards manufacturer in connection with the delivered SIM Cards, to the extent permitted by the terms and conditions of such warranties. In any case, for any defaulting SIM Cards, Provider will deliver free new SIM Cards to Client directly.

9.3 Services

9.3.1 Provider warrants that the Services will be performed and completed by suitably experienced individuals in a proper, workmanlike and professional manner, in accordance with the applicable service specifications set out in appendix, Order Form or similar document attached, and in accordance with the Good Industry Practice.

9.3.2 Set up Services. Provider warrants that the Services, as stated in the Order Form, will meet the specifications set out therein for a period of thirty (30) days from completion or delivery, provided that, to the fullest extent permitted by law, Client's exclusive remedy and Provider's sole liability for any breach of this specific warranty will be, at Provider's option to:

9.3.2.1 re-perform/re-supply the relevant Services; or

9.3.2.2 refund of any pro-rated charges paid.

9.4 Applicable Law. The Parties warrant to comply with any legal and regulatory provisions under the Applicable Law, whenever they apply to the Parties regarding the performance of the Agreement.

9.5 All other warranties and/or representations, whether express or implied, including about

satisfactory quality, fitness for purpose and/or reasonable skill, care and diligence whether arising from the Applicable Law, implication or inference, must be excluded from the Agreement to the fullest extent permitted by the Applicable Law.

10. LIABILITY

10.1 Cap. In no event shall the aggregate liability of either Parties for all causes of action under the Agreement, whether arising from breach of contract, negligence or any other delict, in equity, under an indemnity, warranty or otherwise, exceed the lesser of (i) one hundred per cent (100%) of the charges paid or payable by Client for the Services during the Applicable Agreement Year or (ii) 500,000 € (unless another fixed amount is specified in the Order Form).

10.2 Damage. To the fullest extent permitted by Applicable Laws (and subject to any specific exceptions set out in the Agreement), neither party will, in connection with any claim arising under or in relation to the Agreement, be liable (in contract, tort (delict) or otherwise) for any indirect, incidental, consequential, special, punitive, or exemplary damages; or for any loss of use, business interruption loss, loss or corruption of data, loss of anticipated or actual profits, revenue, income, or savings, or loss of goodwill, reputation, bargain, or business opportunities, each of which the parties agree are not direct damages in terms of the Agreement.

10.3 Carve-outs (both Parties). Nothing in the Agreement shall limit or exclude either Party's liability in respect of damages for any of the following:

10.3.1 Breach of confidentiality, provided that:

10.3.1.1 It is clearly understood only direct damage pertaining to a breach of confidentiality are subjected to uncapped liability from both Parties; and

10.3.1.2 It is clearly understood Personal Data are expressly excluded in such a way that a breach of Personal Data obligations does not give Client the right to claim for uncapped damages through a breach of confidentiality claim; and

10.3.1.3 It is clearly understood the unauthorized use, disclosure, loss or corruption of Client Data as stated under Article "Client Data" is specifically excluded in such a way that a Breach of Client Data obligations does not give Client the right to claim for uncapped damages through a breach of confidentiality

claim, even if such Client Data is ultimately included in the definition of Confidential Information.

10.3.2 Death or personal injury caused by either Party, or its employees, agents or subcontractors; for any direct and indirect damage, which are subjected to an unlimited cap;

10.3.3 Fraud or Fraudulent Misrepresentation from either Party, for any direct and indirect damage, which are subjected to an unlimited cap, provided that it is clearly understood Client is liable for the Charges in respect of Airtime resulting from the Fraud of the Subscribers.

10.3.4 Third Party IPR Infringement; as stated in Article "Indemnification" hereafter.

10.3.5 Breach of Data Protection obligations from either Party, for direct and indirect damage which are subjected to a liability limited to 200% of the charges paid or payable during the Applicable Agreement Year.

10.3.6 Any other matter for which an exclusion or limitation of liability would be void or unenforceable according to the Applicable Law.

10.4 Carve-outs (Client). Nothing in the Agreement shall limit or exclude Client's liability in respect of material damages caused by Subscriber Equipment (beyond the control of Provider) on the Provider Infrastructure or the Services, which lower the quality of service of other Provider clients.

11. INDEMNIFICATION

11.1 Intellectual Property Rights. Each of the Parties hereby agrees to defend, settle a claim and indemnify the other Party against the proven direct damage and expenses finally awarded by a court or agreed to in a settlement arising directly out of Third Party's claims, suits, actions or proceedings against the other Party alleging infringement of IPR. In order to properly ring-fence its liability with respect to an IPR infringement indemnity, each Party must ensure that its obligations do not apply to acts or omissions outside of its control. As a result, shall not be indemnified:

11.1.1 The misuse by one of the Parties of the other Party's Intellectual Property Rights, logo and/or brand; and

11.1.2 Any infringement arising from the combination of Provider Services with other products not supplied or specifically approved by Provider; and

- 11.1.3 Any infringement arising from an act or omission of the Client or its directors, employees, agents or end-users, including the failure to use a non-current release of any Provider Services as provided or instructed by Provider; and
- 11.1.4 The modification of Provider Services by any party other than Provider (unless approved expressly by Provider); and
- 11.1.5 The possession or use of Provider Services (or any part thereof) by the Client other than in accordance with terms of its license or instructions.
- 11.2 Applicable Tax, Anti-bribery or Modern Slavery Laws
- 11.2.1 Each of the Parties hereby agrees to defend, settle a claim and indemnify the other Party against the proven direct damage and expenses finally awarded by a court or agreed to in a settlement by the Parties arising directly out of statutory and/or regulatory fines, assessments or penalties incurred by one Party as a result of the other Party's breach (or alleged breach) of the applicable tax, anti-bribery or modern slavery laws.
- 11.2.2 If a breach (or alleged breach) of the applicable tax, anti-bribery or modern slavery laws can be attributed to the contributory fault of the Parties, each Party's indemnification obligation will be limited up to its contribution into the damage.
- 11.3 Data Protection Obligations
- 11.3.1 Each of the Parties hereby agrees to defend, settle a claim and indemnify the other Party against the proven direct damage and expenses finally awarded by a court or agreed to by the Parties in a settlement, only from Third Party's claims, suits, actions or proceedings arising directly out of one Party's breach (or alleged breach) of its data protection obligations.
- 11.3.2 If a breach of the applicable data protection laws can be attributed to the contributory fault of the Parties, each Party's indemnification obligation will be limited up to its contribution into the damage.
- 11.4 General provisions
- 11.4.1 Time period of indemnification. In any case, the benefits of the indemnities in the Agreement are limited to the duration of the Agreement unless it can be proven that the cause of action arose due to a Party's conduct during the term of the Agreement and the other Party couldn't have possibly known of such cause of action during the term.
- 11.4.2 Limitation of liability. To the fullest extent permitted by law and in any case, each Party's sole obligation and entire liability in respect of the covered claims (as set out above) must be limited to the indemnity, as abovementioned in Article "Cap".
- 11.4.3 Procedural requirements. In any case, all indemnification obligations agreed by one Party must be subject to the other Party:
- 11.4.3.1 making every reasonable effort to mitigate its losses;
- 11.4.3.2 providing a prompt notice of the claim;
- 11.4.3.3 giving sole control of the defense and settlement negotiations to the other Party; and
- 11.4.3.4 cooperating with the other Party, at the other Party's expense, in defending or settling the claim.
- 11.4.4 Mitigation rights. To the extent feasible given the nature of the claim, each Party shall try to retain any necessary and appropriate rights to mitigate its exposure under a covered claim.
- ## 12. COMMUNICATION
- 12.1 The Parties may communicate jointly or separately, under different forms (press release, social media post, logo on websites, etc.) to announce their collaboration, in any relevant language provided that any communication shall be submitted for review and approval to the other Party before release. The other Party shall respond to such request within two (2) weeks.
- ## 13. INTELLECTUAL PROPERTY RIGHTS
- 13.1 Unless otherwise agreed in writing by the Parties, no Intellectual Property Right forming part of or otherwise associated with the provision of the Services, together with any modifications or enhancements, is assigned to the Client, under the Agreement.
- 13.2 No Intellectual Property Right of the Client is assigned to Provider, under the Agreement.
- 13.3 SIM Cards delivered are the sole and exclusive property of Transatel. Client holds a license to use the SIM Cards for the term of the Agreement.
- ## 14. MISCELLANEOUS
- 14.1 Change control process. Unless specific provisions of the Agreement apply to a material change of the Services, the following change

control process (“Change Control Process”) applies to any material change in the Services. The Parties shall undertake to review any material change of the Services requested by the other Party in good faith and within a reasonable timeframe. The Parties will discuss the results of any review, and any material changes to the Services shall be agreed in writing between the Parties as a result of commercial negotiation and under a supplemental agreement.

14.2 Transfer of the Agreement. A Party may not assign, transfer or otherwise dispose of any or all its rights and/or obligations under the Agreement to any third party without the other Party’s prior consent, such consent not to be unreasonably withheld. Either party shall have the right to transfer or assign the Agreement in whole (but not in part) to an Affiliate, upon prior written notice to the other Party, provided such company is not a direct competitor of the other Party and agree to be bound by the Agreement.

14.3 Change of control. Each of the Parties shall inform the other Party by recorded-mail letter in the event of a Change Control Process, as soon as possible and in any case prior to its occurrence. If a Party is controlled by a direct competitor of the other Party, or if that change of control could be prejudicial for reasonable reasons, such other Party shall have the option of terminating the Agreement for fault.

14.4 Confidentiality

14.4.1 Each Party (the “Receiving Party”) shall keep confidential and shall not disclose to any person any Confidential Information of the other Party (the “Disclosing Party”) except insofar as the Confidential Information:

14.4.1.1 Is required by a person employed or engaged by the Receiving Party in connection with the proper performance of the Agreement, provided such person is aware of the obligation of confidentiality and undertakes to comply with it;

14.4.1.2 Is required to be disclosed under Applicable Law by the Receiving Party, provided that the Receiving Party shall notify the Disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

14.4.2 Each Party shall use the Confidential Information disclosed to it by or on behalf of the

other Party solely in connection with the performance of the Agreement and not otherwise for its own benefit or the benefit of any third party.

14.4.3 Each Party shall use the same standard of care in dealing with the Confidential Information of the other Party as if it were its own Confidential Information.

14.4.4 Confidential Information does not include information which:

14.4.4.1 Is or becomes generally available to the public by any other means than as a direct or indirect result of disclosure by the Receiving Party or a person employed or engaged by the Receiving Party contrary to their respective obligations of confidentiality;

14.4.4.2 Is or was made available or becomes available to the Receiving Party by any other means than under the Agreement and free of any restrictions as to its use or disclosure.

14.4.4.3 Is referring to Parties’ Personal Data.

14.4.5 The Article “Confidentiality” shall survive termination of the Agreement for a period of three (3) years from the date of its termination.

14.4.6 On termination of the Agreement and upon request from the other Party, each Party shall:

14.4.6.1 Return to Disclosing Party any and all Confidential Information (including all copies of the same) of the Disclosing in its possession, custody or control; or

14.4.6.2 Destroy permanently or erase in such a manner that it cannot be reconstructed all documents, Confidential Information and other materials of the Disclosing Party in its possession, provided that both Parties shall be entitled to keep one (1) copy of the Agreement in an archival store as a record of their obligations under the Agreement.

14.5 No joint venture. Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or else to bind the other in any way or to hold itself out in its advertising or else in any manner which would indicate or imply any such relationship with the other.

14.6 Non-Solicitation. If Client is based in the European Union, United Kingdom, or Switzerland, each Party shall refrain from soliciting, taking part in

career management or enrolling, including through a third-party, any collaborators or members of the staff of the other Party who have contributed to the Agreement's implementation, throughout the term of the Agreement and for three (3) years following its termination regardless of any causes there might be. This prohibition shall not apply to any spontaneous application made by a collaborator of one Party to any public offers of employment provided by the other Party, pursuant to this Article. If a breach of this prohibition were to happen, the defaulting Party shall be immediately required to pay the other Party, an amount equal to twelve (12) months of the last gross monthly salary of the solicited collaborator, plus all the costs of recruiting a replacement.

- 14.7 Expenses. Each Party shall bear its own costs, fees and other expenses incurred in the preparation and execution of the Agreement and, for the avoidance of doubt, Client acknowledges that it shall bear all costs and liabilities associated with its provisions of the Services to the Subscribers. Provider shall have no liability to Client for any sales or marketing costs incurred by Client.
- 14.8 Force Majeure. Notwithstanding anything to the contrary contained herein, the Parties shall not be liable for any delays of failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war or civil unrest.
- 14.9 Waiver. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law, be deemed to be or be construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 14.10 Severability. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid

or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties under any invalid or unenforceable provision of the Agreement shall be suspended whilst an attempt at such substitution is made.

- 14.11 Notices. Any notice or other formal communication to be given or made under or in connection with the Agreement, if not stated otherwise explicitly in the Agreement, shall be in writing, signed by or on behalf of the Party giving it and sent by letter with confirmation of receipt. For the avoidance of doubt, notice given under the Agreement shall not be validly served if sent by email. All notices or other formal communications to be delivered under the Agreement shall be addressed to the signatories of the Agreement.
- 14.12 Counterparts. The Parties may execute the Agreement via DocuSign or in counterparts. Each counterpart will be deemed an original, and all counterparts will constitute one agreement binding both Parties.
- 14.13 Unless specified otherwise in the Agreement, the words "day," "week" and "month" will, respectively, have the following meanings: "Business Day" "calendar week" and "calendar month."
- 14.14 Any handwritten changes made to the Agreement must be initialled by all Parties in order to bind them.

15. APPLICABLE LAW AND JURISDICTION

- 15.1 The Agreement is governed by the laws of France. The Parties agree to submit any dispute arising from their contractual relationship, including any claim relating to the performance, the interpretation, the validity or the termination of the Agreement, as well as the disputes arising from the liability for infringement of competitive law, to the Paris commercial court.

16. DEFINITIONS

- 16.1 "**Acceptance**" means the date the Set-Up procedure is completed, and the acceptance is declared by both Parties, or the acceptance is deemed to be approved as described in Article "Setup".
- 16.2 "**Affiliate**" means with respect to a Party, any other entity that, directly or indirectly, controls, is controlled by or is under common control with such Party. For purposes of this definition, "control" (including, with correlative meaning,

the terms “controlled by” and “under common control with”), as used with respect to any entity, shall mean the direct ownership of more than fifty percent (50%) of the voting rights in a company or other legal entity.

- 16.3 **“Agreement”** has the meaning given in the Article “Purpose”.
- 16.4 **“Airtime”** means the electronic communications (Voice, SMS, MMS and/of data) provided by Provider to Client.
- 16.5 **“Applicable Agreement Year”** means the initial 12-months period commencing on the Effective Date, and each successive 12-month period commencing on each anniversary of the Effective Date.
- 16.6 **“Applicable Law”** means the law which governs the Agreement as mentioned in the Article “Applicable Law and Jurisdiction”, including the Regulatory Conditions.
- 16.7 **“Business days”** means any day which is not a Saturday, a Sunday or a bank or public holiday in the country which laws apply to the Agreement.
- 16.8 **“Change Control Process”** has the meaning given in Article “Change Control Process”
- 16.9 **“Charges”** mean all the sums payable by Client to Provider as per the pricing for Services detailed in the Agreement, any other charges agreed in writing by the Parties under the Agreement or according to the Regulatory Conditions.
- 16.10 **“Commercial Launch”** has the meaning given in Article “Commercial Launch”.
- 16.11 **“Confidential Information”** means all information (whether marked as confidential or which may reasonably be supposed to be confidential by its nature) that is disclosed (whether in writing, orally, on disc, by inspection of documents or premises or by any other means, including via electronic communication and internet based provisions of information) by a Party (“Disclosing Party”) to the other Party (“Receiving Party”) whether before or after the Effective Date of the Agreement, including the terms of the Agreement and information relating the Disclosing Party or its Associated Companies’ operations, processes, charges and pricing, plans or intentions, product information, know-how, design rights, trade secrets, technology, computer software and hardware, information, documentation, data and opinions of whatever nature in whatever form (and copies of the same), Personal Data, market opportunities, customer details, details of suppliers and distributors, business affairs, and any information, findings, data or analysis derived from any of the foregoing
- 16.12 **“Client”** has the meaning given in Article “Purpose”.
- 16.13 **“Data”** means the Client (personal or not) information processed during use of the provided Services and stocked by Provider and Client.
- 16.14 **“Effective Date”** means the date Provider and Client sign the MSA or the Order Form, incorporating this GTC.
- 16.15 **“Fraud”** means any fraudulent, corrupt, illegal or other unauthorised use (whether actual or attempted) of any Services, the Provider Infrastructure, the Underlying Mobile Network, SIM cards, vouchers, recharge codes, product or Subscriber Equipment at any time and by any person.
- 16.16 **“GTC”** means these General Terms and Conditions.
- 16.17 **“Good Industry Practice”** refers to the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
- 16.18 **“Initial Period”** has the meaning given in Article “Term”.
- 16.19 **“Intellectual Property Rights”** (IPR) include, but is not limited to, patent rights, registered and unregistered design rights, copyrights including rights in computer software, rights in relation to databases, rights relating to software, rights relating to registered and unregistered trademarks or service marks or logos, jingles, trade names, domain names, applications or rights to apply for any of the foregoing, any similar rights to any of the foregoing anywhere in the world, and rights of confidentiality in information of any kind.
- 16.20 **“IoT”** means Internet of Things.
- 16.21 **“MNO”** means Mobile Network Operator(s).
- 16.22 **“MSA”** means Master Services Agreement.
- 16.23 **“Offer”** means the mobile service freely designed by the Client and marketed to the Subscribers, subject to any constraints specified by the Agreement.
- 16.24 **“Order Form”** means the document which details the Services ordered by the Client and further conditions applicable to such Services.

- 16.25 **"Party"** or **"Parties"** mean individually or collectively Provider and the Client.
- 16.26 **"Payment Guarantee"** has the meaning given in the Order Form (if applicable).
- 16.27 **"Personal Data"** mean any information provided by a Subscriber under the Agreement:
- 16.27.1 That identifies or can identify, contact, or locate the Subscriber to whom such information pertains; or
- 16.27.2 From which identification or contact information of an individual person can be derived. Personal Data include, but are not limited to name, address, phone number, fax number, e-mail address, social security number or other government-issued identifier, and credit card information. To the extent any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Data, then such information is also Personal Data.
- 16.28 **"Regulatory Condition(s)"** mean(s) any regulation, condition, direction, decision, notification, guideline, code of practice or order made by any relevant regulatory body (including any enforcement action, direction or fine made or levied by any regulatory body), whether or not expressed to be legally binding, and any voluntary codes applied by any industry body or association, governing or affecting the activities of a Party or of the MNO.
- 16.29 **"Renewal Period"** has the meaning given in Article "Term".
- 16.30 **"Services"** or **"IoT Services"** mean all the services supplied by Provider to Client described in the Agreement. The services of access to the Underlying Mobile Network and to the Provider Infrastructure are, among other things, included in the Services.
- 16.31 **"SIM Card"** means a subscriber identity module, including eSIM, which allows access to the Underlying Mobile Network and use of the Services when installed and used in Subscriber Equipment.
- 16.32 **"Subscriber"** means any device, person, any legal entities, professionals, companies and/or associations that are using the Services, and that may have signed up for the Offers under the Client terms and conditions.
- 16.33 **"Subscriber Equipment"** means electronic communications equipment, (including handsets) belonging to Subscribers which are a type that is compliant with the Regulatory Conditions, and which is used, when installed with a SIM card, to access the Underlying Mobile Network.
- 16.34 **"Provider Infrastructure"** means software, telecommunications systems, computer systems, networks, computer programs, databases (and the tangible media on which they are recorded), interfaces, processes used in the provision of the Services by Transatel, and all hardware, servers, switches, routers or other network infrastructure operated by Transatel in connection with the provision of the Services.
- 16.35 **"Underlying Mobile Network(s)"** mean(s) the mobile electronic communications network(s) which is provided by the MNO(s) and used under the Agreement.