

General Terms & Conditions TeleForwarding International B.V. for Services

This Agreement, consisting of this front page, the General Terms and Conditions, any attached Schedules and any subsequently mutually executed Schedules, exhibits and appendices hereto, constitute the entire agreement between the parties concerning the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, understandings, offers and communications, both written and oral, between the parties and concerning the subject matter hereof.

1. Definitions

In these General Terms & Conditions the following underlined terms will have the meaning as set forth hereunder, either in the singular or in the plural form.

- Offer: means any offer made by TeleForwarding International B.V. with respect to the delivery of any Services where these terms and conditions shall apply.
- Point of Connection: any last contact point of the telecommunication infrastructure that will connect to the equipment.
- Equipment: any equipment, including any software, for use with the Service that is not part of TeleForwarding International B.V. network and which is delivered, owned or controlled by the customer.
- Agreement: the document signed by Customer and TeleForwarding International B.V. (Parties) where the agreed specifics will be laid down which could be considered as the formal order and on which these General Terms & Conditions will be applicable.
- Schedule(s): any Schedule that forms part of these General Terms & Conditions.
- TeleForwarding International B.V.: TeleForwarding International B.V. located at Amstelveenseweg 653 in Amsterdam The Netherlands.
- Customer: any private person or legal entity that has entered into an agreement with TeleForwarding International B.V..
- Service(s): Telecommunication services and/or other services, including Supplies to be delivered by TeleForwarding International B.V. under the Agreement.
- Agreement: the agreement between TeleForwarding International B.V. and Customer regards delivery of Services, excluding Schedules and General Terms and Conditions.
- Leased Lines: Telecommunication-infrastructure that enables direct transfer of signals between two points of network contacts, which transfer cannot be influenced by Customer via a network connection.

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- Commencement date: the first date of the following dates; a) date of first delivery by TeleForwarding International B.V. of (part) of the Services to Customer or b) date on which Customer have started the use of the Service or part thereof.
- Delivery period: the delivery period for the Services set out in the Agreement.
- Location: the location set out in the Agreement where TeleForwarding International B.V. will deliver the Services.
- Minimum period: the minimum period for a specific Service as specified in the Agreement, in case no minimum period has been set, this period shall be 12 months from Commencement date.
- Agreement: prime agreement between TeleForwarding International B.V. and Customer, including its related Schedules, the terms and conditions of this document and any other document that has been explicitly agreed between parties and referred to in the Agreement.
- Software: software including related product documentation to be delivered by TeleForwarding International B.V. under the Agreement.
- Telecommunication infrastructure: infrastructure that enables the transport of signals between pre-defined network connections through cable connections, micro-wave systems, optical components and/or any other electronic magnetic components.
- Supplies: hardware components, software programs, contact points, and any other supplies owned by TeleForwarding International B.V., which are necessary to deliver and receive the Services and has been made available by TeleForwarding International B.V. to Customer. The internal wiring at Customer's site is not considered as supplies.
- Work days: Monday up to and including Friday from 8.00 am – 6.00 pm (CET), with the exception of general recognized holidays.

2. Applicability of these general terms and conditions

- 2.1. Unless otherwise agreed by Parties in writing, these terms and conditions shall apply to all offers from TeleForwarding International B.V. and Agreements to be entered into by Parties. Any general terms and conditions of Customer are not applicable.
- 2.2. In case of inconsistencies and/or contradictions between the contractual documents in the form in which the parties agreed them upon at any moment, will have the following order of precedence:
 - Agreement
 - Schedules
 - General terms and conditions
- 2.3. Each paragraph and provision of these General terms and conditions is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this

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Agreement will remain in full force and effect. In such case Parties shall negotiate in good faith eventual replacing the relevant paragraphs or provisions where Parties shall reasonably endeavour to adhere to purpose and intention of the relevant paragraphs or provisions that shall be replaced.

- 2.4. TeleForwarding International B.V. retains the right to amend the General Terms and Conditions at any time. New or amended general terms and conditions shall be applicable as of the 30th day following its communication to Customer.

3. Realization of the Agreement.

- 3.1. Any offer of TeleForwarding International B.V. is non-binding unless otherwise agreed in writing or the offer has been accepted by Customer in writing. TeleForwarding International B.V. is entitled, at its own discretion, to withdraw any offer without any liability to Customer.
- 3.2. The Customer undertakes to inform TeleForwarding International B.V. without delay of any information, documents, and circumstances that might be relevant to the proper execution of the Agreement and to do so on time and in the desired form and manner. The Customer is responsible for the accuracy, completeness and reliability of the information and documentation provided to TeleForwarding International B.V., even if they originate with or are acquired from third parties.
- 3.3. Unless otherwise agreed in writing, the Agreement will only become effective when signed by duly authorised representatives of both Parties and will continue in effect until terminated according to its terms.

4. Delivery

- 4.1. TeleForwarding International B.V. shall use reasonable efforts to deliver the Services in accordance with the Agreement and at the agreed location.
- 4.2. TeleForwarding International B.V. is entitled, from the technical perspective, to change the way the Services will be delivered to Customer, unless the Services are materially impacted. In case of such change TeleForwarding International B.V. will notify Customer accordingly.
- 4.3. In case Customer wishes to change the Service and/or location, it shall follow the process as prescribed by TeleForwarding International B.V.. Unless otherwise agreed by Parties in writing, the rates for the Service as agreed by Parties shall remain applicable and due to Customer for at least the Minimum Period. Eventual changes to the Service and/or location shall be governed by the Agreement, unless otherwise agreed by Parties in writing.
- 4.4. TeleForwarding International B.V. will use reasonable efforts to meet the delivery dates as it has indicated in its offer and the Agreement.
- 4.5. In case TeleForwarding International B.V. is not able to meet the delivery dates as indicated in the Agreement as a result of actions and/or omissions of Customer, Customer shall be obligated to pay the agreed rates, which Customer would have been due to pay in case the

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delivery date would have been met, together with eventual damages incurred by TeleForwarding International B.V. as a result of such action and/or omission of Customer.

- 4.6. If Customer fails to make payment of any amount due on the due date or Customer otherwise fail to perform its obligations under this Agreement, TeleForwarding International B.V. may in its absolute discretion suspend performance under this Agreement and/or terminate the Agreement (in whole or in part), without being liable for compensation of any damages to Customer.
- 4.7. TeleForwarding International B.V. may give instructions regarding the use of the Services which in TeleForwarding International B.V. reasonable opinion are necessary in the interests of safety or to maintain or improve the quality of the Services provided TeleForwarding International B.V., and any such instructions shall, whilst these are in force, be deemed to form part of the Agreement between Customer and TeleForwarding International B.V.; and/or temporarily suspend part or all of the Services without notice for the purposes of repair, maintenance or improvement. TeleForwarding International B.V. undertakes to use reasonable endeavors to restore the Services as soon as reasonably possible after any such suspension.
- 4.8. TeleForwarding International B.V. warrants that it will provide the Services with reasonable care and skill. All conditions, terms, warranties and representations, whether imposed statute, operation of law or otherwise, that are not expressly stated in these General Terms and Conditions are here excluded to the fullest extent permitted by law.

5. Rates and payment terms

- 5.1. As of the Commencement Date, Customer is due to pay the agreed rates for the Service.
- 5.2. TeleForwarding International B.V. will issue and Customer accepts electronic invoices. All charges must be paid no later than 30 days from the date of the invoice.
- 5.3. If TeleForwarding International B.V. believes that Customer's financial position and/or payment performance justifies such action, TeleForwarding International B.V. has the right to demand that Customer immediately furnish security or additional security in a form to be determined by TeleForwarding International B.V. and/or make an advance payment. If Customer fails to furnish the desired security, TeleForwarding International B.V. has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to TeleForwarding International B.V. for whatever reason will become immediately due and payable.
- 5.4. All Fees must be paid in full, upon receipt, without any right to set off or deduction.
- 5.5. Taxes; Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on TeleForwarding International B.V. or on Customer by any taxing authority (other than taxes imposed on TeleForwarding International B.V. income) related to Customer's order, unless Customer has provided TeleForwarding International B.V.

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with an appropriate resale or exemption certificate for the delivery location. “Delivery location” meaning the location where Services are performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase in the costs to Supplier of delivering the Service whereby and to such an extent, the Supplier is entitled to increase its price accordingly.

6. Use

- 6.1. Customer shall use the Service in accordance with the provisions in the Agreement.
- 6.2. Customer is not entitled to (let) repair, modify, re-locate and/or to replace any Supplies provided under this Agreement, unless otherwise agreed in writing.
- 6.3. Customer shall use the Services for its own personal, non commercial use or, if Customer is a business customer, for its own internal business purposes only. Customer shall comply with all applicable laws, regulations, standards and codes including, but not limited to applicable data protection legislation.

7. Location and access

- 7.1. Customer undertakes to inform TeleForwarding International B.V. without delay of any facts and circumstances that might be relevant to the proper execution of the Agreement. Unless the nature of the Agreement dictates otherwise, Customer is responsible for the accuracy, completeness and reliability of the information and documentation with respect to the environment at Customer’s Location provided to TeleForwarding International B.V., even if they originate with or are acquired from third parties.
- 7.2. Customer undertakes to provide TeleForwarding International B.V. with office space and any other facilities that Customer deems necessary or useful for the execution of the Agreement. Customer shall provide access to persons designated by TeleForwarding International B.V. to its location, to enable TeleForwarding International B.V. to deliver and maintain the Service and verify the performance of Customer’s obligations. TeleForwarding International B.V. shall comply with the security instructions of Customer as provided by Customer prior to such access.
- 7.3. Customer itself shall be responsible and accountable to get the necessary permissions to establish Supplies in its facilities and/or grounds the facilities are built on.
- 7.4. Customer shall, at its own costs, make available the space for the electricity Supplies and maintain the proper operating environment necessary for TeleForwarding International B.V. to provide the Service.

8. Support and Service

- 8.1. TeleForwarding International B.V. shall use reasonable efforts to ensure that the Service will be properly provided. However, TeleForwarding International B.V. does not guarantee that these Services will be error-free, uninterrupted, continuously available, or free from viruses or malicious programs.

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- 8.2. Customer shall notify TeleForwarding International B.V. of any disturbance of or defect in the Service as soon as reasonably possible after becoming aware of it.
- 8.3. Unless otherwise agreed in writing, TeleForwarding International B.V. shall endeavor to remedy such disturbance of or defect in the Service within a reasonable period of time.
- 8.4. In case a defect arises that is not attributable to TeleForwarding International B.V., the costs for remedying such defect shall be borne by Customer.
- 8.5. Notifications of Customer as referred to in this clause do not exempt Customer from its obligation to pay for the Services.

9. Equipment

- 9.1. Customer shall only connect Equipment to the Point of Connection that technically fits with the Service and complies with applicable legislation. Customer itself is responsible for the power cables at its own location.
- 9.2. Customer shall use the Equipment in accordance with the instructions of TeleForwarding International B.V. thereto, and shall, at its own cost, implement security measures on the Equipment where instructed by TeleForwarding International B.V.

10. Ownership and intellectual legal proprietorship

- 10.1. The Supplies and Lease Lines provided by TeleForwarding International B.V. to Customer under the Agreement, remain full ownership of TeleForwarding International B.V.. Customer is allowed to use the Supplies and Lease Lines in accordance with the conditions set by TeleForwarding International B.V.. The Supplies and Lease Lines provided under the Agreement, shall be returned by Customer upon expiry or termination of the Agreement, irrespective of the reason for such termination.
- 10.2. All intellectual property or industrial rights, including copyright, in relation to the Services, Supplies, tools, documentation, products, etc, including modifications thereto, delivered and/or used by TeleForwarding International B.V. for the performance of the Agreement, and any results or rights thereon obtained in the performance of the Agreement, shall be solely vested in TeleForwarding International B.V.
- 10.3. In case TeleForwarding International B.V. delivers specific Software under the Agreement to enable Customer to appropriately receive the Services, Customer will have a personal, non-exclusive and non-transferable license to use that Software and related documentation according to the terms and conditions of the Agreement, solely for Customer's internal business and for receiving the Services. Such license shall terminate upon expiry of the term of the license agreed by Parties in writing, or at least upon expiry or termination of the Agreement, irrespective of the reason for such termination, whatever is the earliest date.
- 10.4. Except where a statutory provision, regulation or other professional obligation to disclose information is in effect, TeleForwarding International B.V. and its staff undertake to maintain

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confidentiality to third parties in respect of confidential information acquire from Customer. Customer may discharge TeleForwarding International B.V. and its staff from this obligation. TeleForwarding International B.V. cannot, without Customer's written consent, use the information provided by Customer for any purpose other than for which it was obtained. By way of exception, this provision does not apply if TeleForwarding International B.V. represents itself in disciplinary, civil or criminal proceedings in which this information may be relevant. Customer acknowledges that the Software and Services contain valuable proprietary information and trade secrets of TeleForwarding International B.V.. Customer shall not disclose to third parties any confidential information contained in TeleForwarding International B.V. Software, equipment, documents of reports, opinions or any other written documents and/or any oral statements issued by TeleForwarding International B.V., including confidential information related to the Services. The receiving Party hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this Agreement.

- 10.5. Customer shall not make any adjustments and/or modifications to the Software, unless explicitly agreed by TeleForwarding International B.V. in writing.
- 10.6. TeleForwarding International B.V. cannot be held liable for Supplies and/or equipment adjusted or modified by others than TeleForwarding International B.V.

11. Liability of TeleForwarding International B.V.

TeleForwarding International B.V. shall not, in any circumstances, be liable (whether in negligence, tort, contract, under an indemnity or otherwise) for direct damages and/or loss of anticipated profit, goodwill, data or damage to records or data, or loss as a consequence of any other kind of business interruption, or for any indirect, incidental or consequential loss or damage in connection with the Services (or otherwise in respect of these General Terms and Conditions) or for any inadequate or faulty performance, even if TeleForwarding International B.V. has been advised of the possibility of such damages.

In no event shall TeleForwarding International B.V. total liability hereunder (whether in negligence, tort, contract, under an indemnity or otherwise) for loss or damage in connection with the Services (or otherwise in respect of these General Terms and Conditions), over the time of the Agreement, exceed the aggregate amount paid by Customer for the Services to which the damage relates during the 3 months prior to the incident. Notwithstanding anything else in these General Terms and Conditions, none of the limitations, restrictions or exclusions of liability in these General Terms and Conditions shall apply to the extent that such liability cannot, by law, be restricted. Except as expressly set out in these General Terms and Conditions, all conditions, warranties, representations, terms and undertakings, express or implied, statutory or otherwise in respect of these General Terms and Conditions or any Services are to the fullest extent permissible by law hereby Excluded.

12. Duration and termination of the Agreement

- 12.1. The duration of the Agreement is one year, unless otherwise agreed in writing by Parties. The Agreement shall be automatically renewed for one year, even in case of a renewal period,

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unless one Party notifies the other Party in writing, with a notification period of 3 months before the expiry date of the initial or extended period, that it will terminate the Agreement. The Agreement cannot be terminated for convenience before the expiry of the agreed Minimum Period of the Service.

- 12.2. This Agreement may be terminated by either Party if the other party is in material breach of this Agreement and failed to remedy the breach within a reasonable time as of the notice from the other party identifying the breach and requesting it to be remedied. This Agreement may be terminated by either Party in case of circumstances beyond one's control in accordance with clause 13.1 (force majeure), or if the other party shall become insolvent or cease to trade or compound with its creditors; or a bankruptcy petition or order is presented or made against that party or, where the party is a partnership, against any such partner; or a receiver or administrative receiver is appointed in respect of any of the party's assets; or a petition for an administration order is presented or such an order is made in relation to the party; or a resolution or petition or order to wind up the party is passed or presented or made; or a liquidator is appointed in respect of the party. Services that has been rendered by TeleForwarding International B.V., prior to such termination, shall be paid by Customer. Contractor shall return to TeleForwarding International B.V. any Supplies, equipment and/or any other component owned by TeleForwarding International B.V., within 2 weeks after the termination/expiry date.

13. Force Majeure

Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations. In the event such circumstances continue for more than three (3) months, either party may terminate the Agreement or affected orders in respect of the Services not yet delivered, without being liable to pay any compensation to the other Party. Force majeure shall include war and mobilisation, natural disasters, strikes, lock-out, fire, non-deliveries, delayed or defective deliveries from sub-suppliers, damage to production plant, computer virus, incapacitation of key persons, import and export regulations and other circumstances beyond the control of the party concerned.

14. Export and Import

Customer who exports, re-exports, or imports products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. TeleForwarding International B.V. may suspend performance under this Agreement:

- 1) if Customer is in violation of any applicable laws or regulations, and
- 2) to the extent necessary to assure compliance under U.S. or other applicable export or similar regulations.

15. Diverse

Customer may not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from TeleForwarding International B.V.. Any such attempted

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assignment, delegation, or transfer will be null and void. TeleForwarding International B.V. may assign, delegate and transfer any rights and obligations hereunder to a third party at any time subject to written notice.

In case TeleForwarding International B.V. will be subject to an investigation of a supervisory authority, Customer shall make an effort to cooperate with TeleForwarding International B.V., e.g. in providing relevant information requested by TeleForwarding International B.V. and/or access to its network and/or database.

16. Disputes

- 16.1. This Agreement will be governed by the laws and be subject to the exclusive jurisdiction of the courts of the Netherlands.
- 16.2. To the extent the Agreement is subject to international telecommunication, the International Telecommunication Treaty and other binding treaties and convention may apply on the Services.
- 16.3. The terms and conditions of this Agreement may be modified only by a writing signed by a duly authorized representative of each party.
- 16.4. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.