

General Conditions of Comvison B.V. and Sim Services International B.V., operating in name of Sim Services, Klerkenveld 15, 4704 SV Roosendaal, the Netherlands, registered with the Dutch Chamber of Commerce with numbers 30133797 and 70538816.

Art. 1 Definitions

In these general conditions, the following terms (in singular or plural form) have the following meaning:

Connectivity tests: the tests that are run by SIM SERVICES in relation to article 3.

Acceptance date: the date on which the Contract Holder accepts, or is assumed to have accepted, the Services as defined in article 3.

Customer Hardware: the customer's devices, systems, wiring and facilities which are provided by the Contract Holder and are used together with the Service equipment to be able to receive the Service.

Contract Holder: The company or person with which SIM SERVICES has signed an agreement.

CRT: Customer Response Team.

Service: all services offered by SIM SERVICES and provided to Contract Holder as described in the relevant Order

Service Equipment: the devices, the systems, cabling and facilities provided by SIM SERVICES in order to provide the Service to the Contract Holder. The Service Equipment does not contain the Network or devices that are part of any other Contract between SIM SERVICES and Contract Holder.

One-time Costs: the amounts the Contract Holder is owed SIM SERVICES one time for delivering the Service.

Monthly Costs: the amounts the Contract Holder is owed SIM SERVICES monthly for delivering the Service.

Office Hours: the hours between 09:00 and 17:00 on every workday.

Network: the total of technical provisions and systems that is used by SIM SERVICES in order to provide the Service.

Order: the written order from Contract Holder as a request for a Service from SIM SERVICES, which is accepted by SIM SERVICES in accordance with the agreements in article 2.2.

Agreement: these General Conditions, together with eventual Orders, Service descriptions, addendums, attachments and annexes.

Party/Parties: SIM SERVICES, the Contract Holder, or both.

Service Description: the document containing a description of, and specific information about the Service.

Service Level Agreement: part of the Service Description containing a description of the service level that SIM SERVICES provides for he related service

Term of Service: when related to a specific Service, one (1) year from the Acceptance date (unless Parties reached a different agreement in the related Order)

Workday: every day, excluding Saturdays, Sundays and generally accepted holidays.

Art. 2 General

2.1 These General Conditions relate to every offer and Agreement between SIM SERVICES and Contract Holder, in case both Parties have not specifically deviated from these requirements in writing.

2.2 An Order is only binding between Parties after it has been accepted in writing and signed by Sim Services, whose acceptance can take place after a suitable investigation into the creditworthiness of Contract Holder. In cases of conflict between an Order and these General Conditions, that which has been set in the Order takes precedence.

Art.3 Acceptance

3.1 Before SIM SERVICES takes steps to deliver the Service, SIM SERVICES will do Connectivity tests as SIM SERVICES deems necessary. After finishing these Connectivity tests, the Contract Holder will receive the Service as well as a "notification of connection" by SIM SERVICES.

3.2 Contract Holder is required to inform SIM SERVICES by writing, within seven (7) days after receiving the "notification of connection" as mentioned in article 3.1 or 3.4, of any shortcomings.

3.3 In case Contract Holder has not communicated any shortcomings to SIM SERVICES as referred to in article 3.2, Contract Holder is expected to have accepted the Service starting on the date of receiving the "notification of connection" as referred to in article 3.1 or 3.4.

3.4 In case Contract Holder has informed SIM SERVICES as referred to in

article 3.2 about any shortcomings, SIM SERVICES will take the necessary effort to undo the shortcomings, and after this will do new Connectivity tests and provide Contract Holder with another "notification of connection" of the relevant Services as referred to in this article.

3.5 The sim cards delivered by SIM SERVICES to Contract Holder, if applicable, will remain the property of SIM SERVICES.

Art.4 Online right of withdrawal

4.1 Private Contract Holders that make an online purchase have exclusive rights to return the agreement without clarification during a period of 14 days after receiving it, as long as the product has not been used.

4.2 Contract Holder shall unpack the product only as far as necessary to be able to judge if he wishes to keep the product. If he makes use of his recall right, he shall return the product to SIM SERVICES with all additionally delivered items and in the original state and packaging.

4.3 Costs made related to returning the product will be paid for by the Contract Holder.

Art. 5 Shortcomings

5.1 After receiving notification of a shortcoming, SIM SERVICES will respond and react in accordance with the Service Level Agreement related to the Service.

5.2 A shortcoming is assumed to have taken place the moment SIM SERVICES is notified of this shortcoming.

5.3 The shortcoming can't be interpreted as such if the shortcoming is the result of negligence of Contract Holder, of ascendency, of an interruption of the Service related to time-sensitive maintenance, a disruption with or unexpected functioning of the Device of Contract Holder.

5.4 Contract Holder should compensate for all reasonable costs that SIM SERVICES has to make to correct the shortcoming, when this is caused by negligence, handling, omission, neglect or error on behalf of the Contact Holder or its representative, or when it is the result of a disruption in or malfunction of the Device of Contract Holder.

Art.6 Price and payment

6.1 All prices are VAT excluded and also exclude other government imposed levies.

6.2 All invoices shall be paid by Contract Holder in accordance with the payment conditions as mentioned in the agreement. When specified conditions are not included, Contract Holder shall complete the payment within fourteen days of invoice date.

6.3 When Contract Holder, after being notified, does not complete the outstanding payment within the agreed upon period, Contract Holder will be charged the lawfully mandated interest amount over the outstanding amount, without notice.

6.4 When Contract Holder after being notified remains negligent in completing the claim, the claim can be placed with a third party, in which case Contract Holder will additionally be required to completely reimburse extrajudicial and judicial costs.

6.5 Risk- and ownership transfer: the transfer of risk takes place at the moment of delivery. The transfer of ownership of Service equipment or devices that are related to a separate delivery contract between SIM SERVICES and Contract Holder only takes place after complete payment of the agreed upon price. As long as payment has not been completed, Contract Holder has no rights to pledge this equipment or use them as collateral, in the broadest sense of the word.

Art.7 Suspension of Services

7.1 SIM SERVICES has the right to, following its own judgment and within its own rights, cancel the agreement and/or suspend a Service until further notice in case:

7.1.1. SIM SERVICES is allowed to end the Agreement;

7.1.2. SIM SERVICES is required to fulfill an assignment, order or request from or by the government, an emergency service, or a different qualified instance;

7.1.3 SIM SERVICES needs to complete time-sensitive activities to the network or the Service related equipment;

7.1.4 Contract Holder, after receiving notification, remains negligent in completing the claim in accordance with article 5.4.

7.1.5 Contract Holder, after receiving notification, remains negligent in fulfilling its requirements in accordance with article 10.8.

7.2 In case SIM SERVICES makes use of the right to delay delivery of Service in accordance with article 6.1, SIM SERVICES will notify Contract Holder

beforehand, if possible within reason, with a clarification and the expected duration of the delay. SIM SERVICES shall use all reasonable effort to resume the delivery of the Service as soon as practically possible.

7.3 If the delay of Service delivery takes place as a result of a breach of contract, incorrect action or negligence on behalf of Contract Holder, Contract Holder is expected to compensate all reasonable costs and expenses that have been made as a result of the realization of the delay and/or resumption of the Service. SIM SERVICES additionally can request compensation for every other type of damages it has suffered as a result of this interruption.

7.4 SIM SERVICES cannot be held accountable for any damages, losses or discomfort on Contract Holder's side as the result of an interruption as mentioned in Article 7.1, unless the in 7.1 mentioned circumstances are fully caused by SIM SERVICES' negligence.

Art.8 Duration & Termination

8.1 The General Conditions are in effect starting from the date on which the first Order between Parties is signed by both SIM SERVICES and Contract Holder, and will last until the Agreement is ended in accordance with article 7.

8.2 When the agreed upon Term of Service has passed, the Term of Service will be silently extended by twelve (12) months.

8.3 Either Party has the right to terminate the Service:

8.3.1 With a notice period of three (3) months before the end of the agreed upon Term of Service;

8.3.2 Starting immediately in case the other Party is negligent in regards to the related Service and the shortcoming could not be prevented.

8.3.3 Starting immediately in case the other Party is negligent in regards to the related Service and the shortcoming could be prevented (in accordance with article 8.3.4) yet has not been corrected within fifteen (15) days after notification.

8.3.4 Starting immediately when a case of ascendancy related to a specific Service lasts for more than three (3) months.

8.4 Terminations during the agreed upon Terms of Service by Contract Holder are possible during changes processed by SIM SERVICES as referred to in article 14.1.4 or 14.2.2.

8.5 When terminating an agreement, the related articles remain valid, and this does not relieve Contract Holder from completing any outstanding requirements and compensation that are owed as related to this Agreement.

Art. 9 Liability

9.1 SIM SERVICES cannot be held liable for damages in the broadest sense of the word, unless the damages has been caused through fault of or purposely caused by SIM SERVICES.

9.2 If Contract Holder acts contrary to his or her obligations mentioned in the Agreement, Contract Holder is responsible for all related damages to SIM SERVICES.

9.3 Liability of Parties for indirect damages, which contains consequential loss, loss of profits, missed savings and damages caused by corporate stagnation, is excluded.

9.4 Contract Holder indemnifies SIM SERVICES against all claims of third parties.

Art. 10 Obligations Contract Holder

10.1 Contract Holder will make all necessary data or information related to the proper execution of the Agreement available to SIM SERVICES in time and will give full cooperation.

10.2 Contract Holder is responsible for the usage and the integration of the Device from Contract Holder and of the Services delivered by SIM SERVICES into its organization.

10.3 If Contract Holder makes use of its own equipment that is connected to its own network in any way, Contract Holder is required to limit the chances of possible network disruptions from using this equipment by following these requirements:

10.3.1 equipment follows the global standard of GSM/UMTS communication conform the ETSI and 3GPP standard;

10.3.2 firmware changes can be implemented from a distance;

10.3.3 equipment can be blocked or restarted from a distance;

10.3.4 equipment may not massively and/or together with similar devices from Contract Holder make contact with a network;

10.3.5 related or other equipment may not negatively influence the correct functioning of a radio connection.

10.4 In case equipment does not meet the requirements as mentioned in 10.3, SIM SERVICES and the related operator have the right to remove or block this equipment from the network.

10.5 In case it is agreed that Contract Holder will make programs, materials or data on information carriers available, these will comply with all the necessary specifications that are needed to perform all required actions.

10.6 In case information necessary for the successful execution of the Agreement are not made available, made available in time or does not comply with the arrangements as required by SIM SERVICES, or if Contract Holder does not meet the requirements in a different way, SIM SERVICES has the right to temporarily halt the execution of the Agreement and has the right to charge Contract Holder with any costs resulting from this based on the usual rates.

10.7 In case employees of SIM SERVICES have to perform work on Contract Holder's location, Contract Holder will provide cost-free facilities, when requested within reason by its employees, like a workspace with telecommunication-facilities. Contract Holder will safeguard SIM SERVICES for claims of third parties, including SIM SERVICES employees, that have sustained damages caused by actions or shortcomings related to executing the Agreement, or caused by unsafe conditions within the organization.

10.8 By using the Services of SIM SERVICES, Contract Holder will not violate rights of third parties, act improperly or in violation of morals or public order, or act in violation of laws. Specifically, Contract Holder shall:

10.8.1 respect the intellectual property of third parties;

10.8.2 not spread information with racist contents;

10.8.3 not spread information with discriminatory contents;

10.8.4 not sexually intimidate or otherwise bother others;

10.8.5 not spread data in violation of national laws;

10.8.6 not try to gain access to computer systems the Contract Holder does not have authorization for.

10.8.7 not spread unwanted and large amounts of messages online or through e-mail (also known as SPAM);

10.8.8 not spread viruses;

10.8.9 not use the Service in such a way as to prevent the computer systems of SIM SERVICES from functioning correctly (also known as DoS).

Art.11 Guarantees

11.1 SIM SERVICES, when fulfilling her obligations in accordance with the Agreement, will act with the care and skill that may reasonably be expected.

11.2 There are no other formal or silent guarantees, promises or agreements, neither by right nor otherwise, that those which have specifically been included in these General Conditions.

11.3 SIM SERVICES cannot guarantee a higher network availability then 98,5%, being the average level of network uptime.

11.4 Arising from that mentioned in 11.3, SIM SERVICES cannot guarantee the establishing of a successful mobile network connection as well as achieving the maximum available connection speed.

11.5 SIM SERVICES can give no guarantees about the speed with which disruptions of networks outside of that of SIM SERVICES are fixed. A specific SLA (Service Level Agreement) can be created between Contract Holder and SIM SERVICES.

11.6 SIM SERVICES guarantees the availability of the various types of networks from different providers as long as these are made available by the provider for SIM SERVICES and her clients.

Art.12 Notifications

12.1 Notifications by Parties related to the Agreement are sent to the other Party by stamped, name-registered mail or by fax or email (immediately followed by a confirmation by mail) to the address of the other Party than mentioned in the Agreement. The notification is expected to be received 48 hours after mailing, or after sending the fax or email.

12.2 SIM SERVICES is allowed to change the list of available foreign networks without notifying Contract Holder.

Art.13 Ascendancy

Parties cannot be held responsible for cases resulting from ascendancy, which includes among other things: regulations and measures from the government, regulatory instances, international conflicts, violent or weaponized actions, labor disturbances, viruses, weather influences, bankruptcy and disruptions in companies or instances whose services are being used, exclusions, and boycotts.

Art.14 Changes**14.1 General Conditions & Rates**

14.1.1 SIM SERVICES is allowed at all times to change these General Conditions and its rates.

14.1.2 Barring that mentioned in 14.1.4 the changes of these General Conditions and rates also apply to previously created Conditions.

14.1.3 The changes will be valid 14 days after being announced or on a later date which is mentioned in the announcement.

14.1.4 In case a Contract Holder refuses to accept a change of these General Conditions, he can cancel the Conditions in writing starting from the date the new General Conditions become valid. The cancellation should take place within the right amount of time. The cancellation will only be accepted as being timely in case this notification has been received by SIM SERVICES before the General Conditions become valid. When related to rate changes, the in this article mentioned circumstances are only relevant if the rate changes lead to a higher rate for the Contract Holder.

14.2 Services

14.2.1 A Service can be terminated by SIM SERVICES at any time.

14.2.2 Where possible, SIM SERVICES will try to process an in the previous section mentioned change without affecting the usage possibilities of the Service and Devices of Contract Holder. In case this is not possible and a change will have reasonably predictable financial consequences for Contract Holder, the change will not take place earlier than 1 month – or as much longer as is reasonably possible – after this has been announced.

14.2.3 Besides the provisions in the second section of this article, SIM SERVICES has the right to end the way a Service is offered, keeping in mind a notification of at least three months, if necessary because of technical or financial reasons. Existing Conditions end on the day when the Service is cancelled at the latest.

Art.15 Secrecy/Non-disclosure

Every Party vows to keep any information from another Party that has been disclosed related to an Agreement strictly confidential. None of the involved Parties will reveal confidential information to third Parties without specific written consent from the other Party.

Art.16 No partnership

Neither that which has been mentioned in these General Conditions nor the actions of Parties pursuant to an Agreement can be explained as if a partnership between the Parties involved had been started.

Art.17 Null and void

In case any definition in these General Conditions is declared invalid, void or impossible to execute by an entity that's lawfully allowed to, the remaining definitions in these General Conditions will nonetheless remain lawful, valid and executable.

Art.18 Transferal

SIM SERVICES is allowed to transfer an Agreement without the written consent of the other Party.

Art.19 Applicable rights and disputes

19.1 Agreements between SIM SERVICES and Contract Holder are subject to Dutch law.

19.2 Disputes between Parties related to an Agreement will be submitted to the other Party as soon as possible.

19.3 Disputes that might arise between SIM SERVICES and Contract Holder regarding an Agreement made between SIM SERVICES and Contract Holder, or are related to further Agreements that might result from it, will be settled by a qualified Dutch judge.

Art. 20 Personal data

SIM SERVICES handles your personal data according to the General Data Protection Regulation, the details of which have been described in the Privacy Statement of SIM SERVICES, which can be read on www.simservices.com.