# General Terms and Conditions for the Supply of Services

The General Terms and Conditions define the principles governing the rights and obligations between the Parties. The Service Reference Documents and Order Forms set out the specific terms governing the provision of the Services. The Parties may agree on the provisioning of additional Services by signing an Order Form that will refer to Service Reference Document(s).The Service Reference Documents and Order Forms are hereafter referred to as the "Service Annexes. In case of contradiction between these general terms and the specific terms set out in the Service Annexes, the specific terms of the Service Annexes shall prevail. These General Terms and Conditions, the Service Annexes, Technical Specifications (if any), the Appendices listed below, constitute the entire agreement between the Parties (hereafter referred to as "the Agreement"). The Agreement shall prevail over all prior agreements, proposals, negotiations, representations or communications relating to the subject matter between the Parties. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated.

## Article 1. Definitions

**Affiliate:** means a company, person or entity that is owned or controlled by, that owns or controls or is under common ownership or control with a Party. "Ownership" means direct or indirect ownership of more than fifty percent (50%) of the shares in a company or entity, and "control" means any power to appoint persons to the board of directors of a company or entity.

**Agreement:** The cover page, the General Terms and Conditions, the Service Annexes, and the Appendices.

**"Data Processing Agreement"** or "DPA" means the agreement located at https://www.bics.com/dpa in effect as of the Effective Date of this Agreement, and as may be updated by BICS from time to time, provided that any such updates do not materially degrade the original privacy and security protections required by applicable law. The terms of the DPA are incorporated herein by reference.

**Initial Term:** The initial term during which Services will be provided, as defined in the Order Form.

**Network:** The transmission equipment and other resources to convey signals between points by wire, radio waves, by optical or other electromagnetic means.

**Order Form:** The document by which a Service will be ordered where applicable.

**Operational Date:** Per Service supplied, the date on which both Parties have completed all provisioning tests successfully and have confirmed completion of these tests in writing.
**Party** means BICS or COMPANY as the case may be and
**Parties** refers to both BICS and COMPANY collectively are hereafter individually referred to as "a Party" and collectively as "the Parties".

**Proprietary Marks** means all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names associated with each Party's products or services (collectively, each Party's "Proprietary Marks").

**Service(s):** The electronic communication service or other services described in the Service Reference Document.

**Service Annexes:** As used in the General Terms and Conditions, either Service Reference Document or Order Form.

**Service Reference Document:** A part of the Agreement describing the Service(s) offered by one Party to the other Party, as applicable, and setting out the specific terms governing such Service(s)

## Article 2. Scope of Agreement & Services

The Agreement defines the principles governing the rights and obligations between the Parties. The Service Reference Documents and Order Forms (collectively referred to as "Service Annexes") set out the specific terms governing the provision of the Services. The Agreement and its Appendices, the Service Annexes including any Technical Specifications (if applicable) constitute the entire agreement between the Parties (hereafter collectively referred to as "the Agreement").
Subject to the Agreement, the Parties shall purchase and/or supply one or more Services from and/or to each other on a non-exclusive basis

## Article 3. Billing and Payment Terms

### 3.1 Prices

3.1.1 Prices shall be expressed in the currency mentioned in the Order Form.
In case there are multiple currencies in the tariff agreements, and the compensation principle is agreed, a compensation proposal per currency shall be created. As a consequence, the net amounts per currency shall be paid in the respective currencies. No conversion of net amounts is accepted for payment purposes.
3.1.2 The prices for the Services are mentioned in the Order Form.
3.1.3 A Party may alter the price for the Service it supplies on a monthly basis unless specified otherwise in the respective Service Annex. The new price supersedes the previous price. Price lists shall be exclusively sent to the e-mail address mentioned in Appendix 1 or any other address stipulated in the Order Form.

### 3.2 Tax

(a) The prices for the Services exclude VAT or any other applicable tax. The paying Party bears any taxes levied in its own country of residence and possible gross-up fee, if any, to be paid to the provider of Services, to guarantee the net payment of the price agreed upon. In the event that payment of any amount of the prices becomes subject to withholding tax, levy or similar payment obligation on sums due to the provider of Services under this Agreement, such withholding tax amounts shall be borne and paid for by the paying Party in addition to the sums due to the provider of Services. The paying Party shall ensure that the other Party receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Should the paying Party withhold any amounts and request that the provider of Services grosses up its prices to reflect such withholding, or otherwise makes references to such amounts in its monthly accounts, the paying Party will provide the provider of Services, free of charge, with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the paying Party.

(b) Should any withholding tax be applicable upon COMPANY, the withholding tax liability shall be communicated in advance to BICS, and COMPANY will provide BICS with the necessary certificates in a timely manner. In the event that, following an audit, the credit is disallowed due to insufficient documentation or the required certificates are not received in a timely manner to enable BICS to recover the withholding tax, BICS shall be entitled to either recover the corresponding amount from COMPANY or adjust the fees through a gross-up mechanism to ensure full net payment.

**3.3 Invoices and payments terms Invoices**

3.3.1 Any invoice exchanged between the Parties must refer to Services supplied during one calendar month and shall be communicated to the other Party within the month following the month to which it refers.

3.3.2 If a Party is unable to send its invoice within the month following the month to which it refers, it must notify the other Party in writing before the end of this period, and such invoice has to be communicated to the other Party no later than six (6) months after the end of the month to which the invoice refers. After this six (6) month period, the Party agrees to irrevocably waive its rights to claim the payment of such invoice.

3.3.3 Any corrective invoice in relation to an invoice communicated in due time shall be communicated to the other Party no later than six (6) months after the end of the month to which the invoice communicated in due time refers. After this six (6) month period, the Parties agree to irrevocably waive their right to claim the correction payment of such invoice.

3.3.4 Parties will provide Electronic invoices signed with a digital certificate. These electronic invoices will be considered as valid documents. Soft copies of invoices addressed to BICS shall be sent to the e-mail address mentioned in Appendix 1 at the latest one (1) calendar day after the invoice date. Any invoice addressed to BICS shall indicate BICS' VAT number BE 0866.977.981 in accordance with art. 21 par 2 of the Belgian VAT Code in view of the application of the reverse charge mechanism for VAT. In addition, any invoice addressed to BICS shall indicate the invoice currency and the payment currency. All invoices which are not addressed to the correct entity will be refused and will not be paid on their due date.

The applicable time zone for Voice shall be Central European Time (CET): Standard Time UTC+1, Daylight Savings Time UTC+2 and for Messaging and Signalling: GMT.

3.3.5 The Parties agree that the invoices will be exchanged only between the Parties having signed this Agreement, unless otherwise agreed in writing between the Parties.

**Payment**

3.3.6 The invoices are due and payable within thirty (30) calendar days from the date of receipt of the invoice. Payment will be made by wire transfer; payment costs are borne by the debtor Party.

3.3.7 Bank Certificate. No payment shall be executed to or from any bank account unless and until a valid bank certificate has been provided, evidencing that the account is active and registered in the name of the relevant Party.

3.3.8 If payment of amounts is not received within the due date:

(a) the invoicing Party is entitled to one and a half (1.50) percent per month on the unpaid balance for late payment interests, administrative and recovery costs.

(b) the invoicing Party may suspend Service(s) to the defaulting Party until such time as payment is received in full as per article 10.3.

3.3.9 Each Party shall be exclusively responsible for and pay all expenses associated with all billing, collection, and provision of customer service activities in connection with calls originated by its customers. No payments due hereunder are contingent on payment due to either Party from its own customers. Neither Party shall be obliged to establish a credit note for the supply of a Service for which the other Party could not collect the corresponding amount with its end user (e.g. in the event of insolvency or fraud), regardless of whether or not the fraudulent usage or unauthorized calling was reported by a Party to the other Party.

3.3.10 Neither Party will accept collection of amounts by a third party in the name of the other Party, unless otherwise agreed in writing between the Parties.

**Netting**

3.3.11 If both Parties supply Services, the Parties agree to compensate the payments of due and undisputed amounts relating to the Services exchanged. The debtor Party will thus pay the creditor Party the difference between the invoices. The compensation proposal will be sent by one of the Parties.

3.3.12 This compensation principle does not release any Party from its obligation to pay within thirty (30) calendar days following the date of receipt of the invoice. If a Party fails to send its invoice within the term described in article 3.3.1, such Party will pay the entire invoice sent by the other Party before the due date of that invoice.

3.3.13 Parties hereby agree to the principle of netting all undisputed overdue invoices issued under this Agreement with all undisputed overdue invoices issued under any other Services agreement executed between the Parties.

## 4. Billing disputes

4.1 If any Party disagrees with an invoice received from the other Party, it must notify in writing the other Party thereof before the due date of such invoice. As from the due date, the invoiced Party agrees to irrevocably waive its right to dispute the invoice. All invoices and protests must at least explicitly mention the following dispute details: the invoice number, the invoice date, the invoice period, the concerned disputed amount, the period, the Service supplied, the destinations, the telecommunications route (if applicable) and the object and arguments of dispute. All disputes must be sent to the email address mentioned in Appendix 1.

4.2 In the event of an invoice dispute which cannot be settled amicably before that invoice's due date, the debtor Party must in any event settle before the due date all amounts which are not in dispute. The Parties shall resolve any dispute within fourteen (14) calendar weeks (unless extended by mutual agreement) from the date of the dispute notification by complying with the following timeframe:

- The disputing Party shall have four (4) calendar weeks from the date of the dispute notification to provide the Call Duration Record (CDR) and/or other dispute supporting evidence to the invoicing Party. If the disputing Party fails to provide the dispute supporting evidence within the time frame set out herein, the dispute will be deemed closed in favour of the invoicing Party and the disputed amount shall be paid to the invoicing Party.
- The invoicing Party shall have eight (8) calendar weeks from the date of receipt of the elements from the disputing Party to provide the latter with feedback and supporting evidence of the correctness of the invoice. If the invoicing Party fails to provide the supporting evidence of the correctness of the invoice within the time frame stated above, the dispute will be deemed closed in favour of the disputing Party and the disputed amount shall be credited to the disputing Party.
- The Parties shall have two (2) calendar weeks from the receipt of these elements from the disputing Party to resolve the dispute.

In absence of any resolution of the invoice dispute within the above-mentioned timeframe, the dispute shall be escalated to senior management notwithstanding the possibility for a Party to start legal proceedings in accordance with article 11.12 of this Agreement.

4.3 The Parties agree that no dispute shall be raised if the amount in dispute is less than one percent (1) of the corresponding invoice's total amount and less than a thousand euros (1000EUR) (both thresholds should apply).

4.4 When a dispute is settled, a credit note shall be provided within thirty (30) calendar days. If the credit note is not received within this timeframe, late payment interests will be charged on the disputed amount.

## Article 5. Payment Securities

5.1 Payment securities requested by a Party or granted by a Party shall be as set out in an annex to these General Terms and Conditions.

## Article 6. Confidentiality

6.1 This Agreement and any information provided by either Party under this Agreement (including but not limited to personal data, business information, product information, financial information, know-how, or any information that should reasonably be considered confidential ("Confidential Information") shall be held in strict confidence. Neither Party will disclose whole/or a part of this Agreement or any Confidential Information of the other Party to a third party without the prior written consent of the other Party, unless this third party is an Affiliate of that Party.

6.2 The confidentiality obligation shall not apply to any information which:

- enters the public domain other than as a result of a breach of this article;
- is lawfully received from a third party which is under no confidentiality obligation in respect of that information;
- is independently developed by the receiving Party or one of its Affiliates without use of the disclosing Party's Confidential Information;
- are required to be disclosed by law or by any competent regulatory or governmental authority but subject to article 6.4 below; or
- are required to be provided to collaborate in order to prevent or eliminate any kind of fraud, abuse, misuse or damage of data that involves the Parties' respective Network or Service.

6.3 Should this Agreement be terminated for any reason, the confidentiality obligations provided under this Agreement will remain in full force and effect for three (3) years from such termination.

6.4 If the receiving Party is required by law or by the order of a competent jurisdiction, a public authority or a private (industry led) body appointed by government to disclose (in part or in full) any Confidential Information, that Party shall immediately notify the disclosing Party thereof in writing, unless such notification is prohibited by law, and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In the event that the receiving Party is legally required to disclose Confidential Information, it shall take all possible measures to maintain the confidentiality of the Confidential Information. This notification obligation does not apply in case of a valid request from law enforcement or other authorities having competence in the field of telecommunications, data protection or end user protection regulations.

## Article 7. Intellectual Property

7.1 The Parties commit not to compromise in any manner each other's registered trademarks and/or service marks.

7.2 The respective copyright, patent and other intellectual property rights (hereinafter referred to as the "Rights") owned by either Party or developed by either Party related to the Services referred to herein shall vest in that party. Unless otherwise mentioned in this article 7, no title to any Rights owned by each Party is or will be transferred to the other Party.

7.3 If indicated in the Service Annexes, BICS grants COMPANY for the full term of the Agreement a non-exclusive, non-transferable, revocable right to use the Software as described in the Service Annex. Unless otherwise indicated in the Service Annex, the license granted in this article 7.3 does not include the right to: (i) sublicense or transfer the Software to another party by means of sale, lease, loan, rent, license or otherwise; (ii) receive the source code of the Software; (iii) alter, modify or adapt the Software, including (but not limited to) translating, reverse engineering, decompiling, disassembling, creating derivative works, or taking any other steps intended to produce source code out of the Software. COMPANY shall also comply with all other limitations set out in the Service Annex which may apply to the license described in this article 7.3.

## Article 8. Data Protection & Security

8.1 When processing Personal Data is part of the Services, by default, each Party processes said Personal Data as a separate autonomous data controller and shall process such Personal Data in accordance with applicable data protection and telecommunications laws. In more limited cases, when Services imply the processing of personal data by BICS as instructed by COMPANY, BICS shall act as a processor. BICS processing of Personal Data in connection with COMPANY's use of the Services shall be in accordance with the Data Processing Agreement available on the BICS website: https://www.bics.com/dpa in effect upon the Effective Date of this Agreement, and as may be updated by BICS from time to time, provided any such updates do not result in the material degradation of the original privacy and security protections as may be required by Applicable Law, the terms of which are incorporated herein by this reference.

8.2 To the extent COMPANY's use of the Services requires, COMPANY is responsible for providing notice to, and where required by applicable law, obtaining consents from, individuals regarding the collection, processing, transfer, and storage of their data through COMPANY's use of BICS Services.

8.3 The transfer of data to third parties with the aim of routing, transferring and/or delivering communication content to recipients as foreseen and required for the performance of the Services shall not be considered as sub-processing for the purposes of this Agreement.

8.4 BICS, including its Affiliates, may process Personal Data to provide, operate, improve Services and prevent fraud. Such processing may take place in any location where Supplier or its Affiliates operate, as listed in the annex of the DPA, and only to the extent permitted under applicable law.

### 8.5 Security

The Parties shall ensure that the Services will comply with the security requirements as defined in this article and in the Service Annexes, if applicable, and with the provisions of their respective applicable laws and regulations.
Each Party shall ensure that the information disclosed under this Agreement will be treated by its staff, contractors and third parties acting on its behalf in accordance with the provisions of article 6 of these General Terms and Conditions.
Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Services at any time during the term of this Agreement. Each Party shall advise the other Party in case of security related flaws.
The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Services. Parties shall collaborate in order to eliminate any kind of security incident.
Each Party shall implement the necessary business continuity measures and, if required, the recovery and testing plans associated to the Services.

## Article 9. Representations, Warranties, Indemnification and Liability Provisions

9.1 BICS and COMPANY represent that they are qualified and able to perform technically, organisationally, legally and financially, obligations under this Agreement.

9.2 The Services are to be provided to the best ability of the supplying Party and in accordance with "state of the art" techniques, without warranties as to the intended result to be achieved, unless the Parties agree otherwise in the Service Reference Document or in writing.

9.3 The warranty is excluded for defects or service interruptions of the Services if a Party does not follow the other Party's instructions.

9.4 Except as otherwise further limited herein, each Party's liability under this Agreement shall be limited to compensation of actual, direct, personal, and foreseeable damage or loss suffered by the other Party (including damage or loss caused by the employee(s) and/or the contractor(s)), and shall not include indirect, consequential, special or punitive damages including but not limited to loss of profits or income, additional expenses loss of customers, loss of or damage to data or loss of contracts, loss of time or loss of business.

9.5 BICS shall not be held liable for the content of information that is transferred or stored by COMPANY or any third party using BICS's Network, systems and/or Services.

BICS shall not be liable for the content of calls or messages. BICS is equally not liable for services provided by third parties and accessible via either Party's Network or for bills issued for such services.

9.6 Each Party's liability shall be limited to five hundred thousand euro (EUR500000) for the total amount of damages occurring in the course of a single year.

9.7 Nothing in this Agreement shall operate to limit or exclude either Party's liability for damages arising from its own fraudulent or grossly negligent acts or omissions, for personal injury caused by negligence or for any other liability that cannot be excluded or limited by law.

## Article 10. Term, Suspension and Termination

### 10.1 Term and renewal modalities

This Agreement shall enter into force on the date of signature of the first Order Form between the Parties and shall remain in force until terminated by either Party. An Initial Term agreed between Parties shall be defined in the Order Form for the Services in scope of the Order Form. Without prejudice to any other provision herein, this Agreement shall remain in effect for the duration of any active Order Form until such Order Form is terminated in accordance with the terms of this Agreement.

### 10.2 Termination modalities

10.2.1 This Agreement or a Service Annex may be terminated by written notice with immediate effect by a Party – notwithstanding any other rights such Party may have - upon any of the following events occurring:

(a) If the other Party has failed in the performance of any material contractual obligation of this Agreement, provided that the non-defaulting Party shall not be entitled to terminate unless and until it has given written notice of the relevant breach to the breaching Party and the breaching Party has failed to remedy the breach within thirty days(30) of receipt of such notice; or;

(b) If the other Party is the subject of a bankruptcy order, or is placed in an insolvency proceeding or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of the other party's assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other party)

10.2.2. In case of termination of this Agreement by one of the Parties during the Initial Term or Renewal Term of any Order Form, this Party will be requested to pay the recurring charges due for the remaining period, together with all costs made by the other Party in order to implement the Service.

10.2.3 The termination of the Agreement pursuant to article 10.2 will automatically result in the termination of all Service Annexes according to their respective termination notices.

10.2.4 The termination of a Service Annex does not affect the validity of the Agreement.

10.2.5 The termination of the present Agreement shall not prejudice or affect a right of action or remedy which shall have accrued or shall accrue subsequently under this Agreement to either Party.

### 10.3 Suspension

Either Party, may suspend the Agreement or, a Service Annex upon any of the following events occurring (non-exhaustive list):

(a) Subject to a suspension notice and failure to remedy within five (5) business days:
   i. Not supplying a Service within two (2) months as from the Operational Date;
   ii. Non-payment of amounts due;

(b) subject to written notice and with immediate effect, fraudulent or abusive use of the Service or absence of measures reasonably required to prevent such use;

In circumstances where a bank guarantee is applicable:
i. Refusal to subscribe to or to modify the bank guarantee;
ii. Call upon bank guarantee when the conditions for such call are not fulfilled;
In the event of a suspension, written notice will be provided to the defaulting Party via the email address mentioned in the Appendix 1.

## Article 11. Miscellaneous Provisions

### 11.1 Force Majeure

Neither of the Parties shall be liable for any delay or deficiency in the performance of its obligations if this delay is due to a force majeure event. The following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or other labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fibre or cable cut, expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply, acts or orders of government, statutory or public agencies or other acts of events that are outside the reasonable control of the concerned party.

### 11.2. No Waiver

Unless explicitly stated otherwise in this Agreement, the failure of any Party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy, and the waiver of any violation or breach of the Agreement by a Party shall not constitute a waiver of any prior or subsequent violation or breach.

**11.3. Independent Contractors**
The Parties to the Agreement are independent contractors. Neither the performance by the Parties of their duties and obligations under this Agreement nor anything herein shall create or imply an agency relationship between the Parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties.

**11.4 Severability**
If any provision of this Agreement is determined by a court or other competent authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

**11.5. Authority to Sign**
The signing persons are duly authorised by legal and corporate rules to represent and engage their respective Party and declare to act within the authority delegated to them. Any Party to the Agreement may require proof of the powers delegated to the person representing and engaging the other Party.

**11.6 Amendments**
Notwithstanding the right of a Party to modify unilaterally prices under this Agreement as provided in the relevant Service Annex, any modification to this Agreement must be mutually agreed upon in writing.

**11.7 Regulatory Compliance**
Each Party hereby undertakes that, at the date of the entering into force of this Agreement there are no regulatory constraints to contract the Services, nor any embargo's adverse to contracting the Services with the other Party. Each Party further agrees that it will inform the other Party in the event a regulatory or legal constraint would raise.

**11.8 Notices**
To be valid, all notices or any other communication under the Agreement, including notices relating to change of details of the Parties (address, account number, etc.), must be given in writing and sent to the address mentioned in the Appendix 1.

Either Party guarantees to inform the other Party of any changes to the details mentioned in the Appendix 1 without delay to the contact referred to in such Appendix.

**11.9 Transfer, Assignment and Subcontracting**
(a) Neither Party may assign or transfer all or any part of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party.
(b) The Parties may subcontract the performance of Services to third parties. However, a Party remains liable for its obligations and for the subcontracted work.
(c) Notwithstanding any waiver by a Party of its right to request a bank guarantee, such Party shall have the right to request such a bank guarantee in the event of a request for consent to an assignment or transfer of the obligations or rights of the other Party pursuant to this article or in the event of a proposed or consummated transfer of control over the other Party.

**11.10 Fraud**
It is in the Parties' mutual interest to prevent any kind of fraud, abuse, misuse or damage of data that involves the Parties' respective Network or Service. The Parties shall therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer or supplier information, and, in such case, jointly discuss and develop measures either to prevent or eliminate such fraud, abuse, misuse or damage. No Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by laws and regulations of its own country applicable to telecommunications services and/or data privacy. Each Party will strictly comply with the laws and regulations regarding telecommunications services and data privacy applicable in its respective countries, and will inform the other Party, if and what special treatment of data generated in connection with telecommunications services delivered under this Agreement may be required under such laws and regulations by the other Party.

**11.11 Marketing, case studies and press releases**

(a) COMPANY agrees to provide BICS with quotes and/or case studies regarding COMPANY's use of the Services, and use of its Proprietary Marks subject to COMPANY's final editorial control over the content. These materials may be published on BICS or its Affiliates' website or included in any of its marketing materials and collateral.

(b) COMPANY agrees to collaborate with the development of a joint press release subject to prior approval by both Parties, or of any other marketing material (such as success stories) referring to the name of COMPANY and the existence of a commercial relationship between the Parties.

**11.12 Disputes**
The Agreement and the relationship of the Parties in connection with the subject matter of the Agreement shall be governed by and determined in conformity with Belgian law without reference to the provisions governing conflicts of laws. Any dispute shall be brought before Brussels courts.

**11.13 Anti-Corruption**

(a) Each Party hereby undertakes that, on the Effective Date, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

(b) The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with all applicable anti-corruption laws and regulations, and shall conduct its business in accordance with the principles set out in the ICC Rules on Combating Corruption (2023 edition), as published by the International Chamber of Commerce.

(c) If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party's accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of article 11.13, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 11 of the ICC Rules on Combating Corruption 2023, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend or terminate the Agreement, it being understood that all amounts contractually due at the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.

**11.14 Sanctions**
Each Party shall, in carrying out their obligations under the Agreement and in the context of the Services:

(a) comply with all applicable export control laws and regulations ("Export Control Laws"), all applicable economic, trade, and financial sanctions laws, regulations, embargoes, or restrictive measures administered ("Sanctions"), and all applicable trade control laws and regulations ("Trade Control Laws").

(b) not knowingly do anything which may cause the other Party or Affiliates and subsidiaries to breach Sanctions;

(c) provide such assistance, documentation, and information to the other Party as that Party may reasonably request, including but not limited to, end customer information, destination, and intended use of goods or services;

(d) notify the other Party in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to any relevant laws or any material change in the status of any of the Parties to this Agreement in respect of:

i. Sanctions status e.g., the inclusion on a Sanctions list in any applicable jurisdiction;

ii. Licence or authorization status e.g., a loss of license/authorization in respect of Sanctions or Trade Controls;

(e) have the right to terminate this Agreement any of the provisions of this article are breached; and

(f) have the right to seek indemnities from the Party which has breached the relevant provisions for any direct losses incurred.

**11.15 Survival**
The following articles shall survive termination of this Agreement: 6,7,8, 9.2 - 9.7.

**11.16 Agreement Terms and Priority**
The Agreement consists of this document, all Service Annexes, and any exhibits, attachments, appendices, addenda, and amendments hereto and shall prevail over all prior agreements, proposals, negotiations, representations or communications relating to the subject matter between the Parties. In the event of any inconsistency between the provisions of these documents, the provisions of each Service Annex shall take precedence over all others with respect to the Services governed by that specific Service Annex, and the provisions of any exhibit, attachment, or addendum shall take precedence over the main body of this Agreement. Notwithstanding the foregoing, all provisions of the main body of this Agreement related to confidentiality, warranties, indemnities, limitation of liability, and termination shall apply to all Service Annexes, exhibits, attachments, addenda, and amendment.

## Appendix 1 – Corporate references and contact, finance and banking details

Any changes to the data included in this Appendix must be sent without delay to the following addresses:
For BICS: refdata@bics.com
For Company:

| Corporate information | |
|---|---|
| | **BICS** |
| Full name of the company | Belgacom International Carrier Services SA |
| Legal form | Société Anonyme (S.A.) |
| Date of incorporation | August 27, 2004 |
| Registered office | Boulevard Roi Albert II 27,<br>1030 Brussels, BELGIUM |
| Number VAT registration | BE 0866.977.981 |
| Place and number trade register | Brussels - 0866977981 |

| Bank references | |
|---|---|
| Name | ING Belgium SA/NV |
| Address | Rue du Trône 14-16 - 1000 Brussels - Belgium |
| Beneficiary Name | Belgacom ICS SA |
| Bank Account | BE62 3751 0297 3461 |
| Swift | BBRUBEBB |
| Currencies | USD - EUR |

| General contact information | |
|---|---|
| Prices lists | carrier.pricelist@bics.com |
| e-invoices | bics.billing@bics.com |
| Disputes | disputes@bics.com |
| Suspension notices related to article 10.3 | fin.escalations@bics.com<br>mailto: |
| Notices related to security payment | credit.risk.mgt@bics.com |
| Formal legal notices | Legal@bics.com |
| Numbering plan | plan.numbering@bics.com |
| Customer Care | Support Center :<br>https://my.bics.com/SupportCenter/ |