

These General Terms and Conditions apply to the services subscribed by the Client for the needs of his/her professional activity and constitute the range of Services referred to as "**Corporate Solutions**" offered by Monaco Telecom (hereinafter: "**MT**"). These general terms and conditions may, depending on the case, be supplemented by specific and/or particular conditions.

1. Definition: The following terms, used in the singular or plural, have the following meaning in this context:

- **IP Address:** designates the N° used to identify a computer connected to the Internet network and, more generally, to identify any physical computer equipment using the TCP/IP protocol. For the purposes hereof;
- **Order Form:** means the document formalizing the Client's order and containing the information relating to the identity of the latter;
- **Shop:** designates the points of sale of MT Corporate Solutions. List of Shops accessible on the Portal;
- **Client:** means any person who has subscribed to a Service of the Corporate Solutions range for the needs of his/her professional activity;
- **Catalogue:** means the document mentioning all the Services constituting the Corporate Solutions range as well as the applicable prices. It is regularly updated and available on request in the Shop and at any time on the Portal;
- **General Terms and Conditions – Corporate Solutions:** refers to this document, which constitutes the contractual basis according to which MT markets the Services of the Corporate Solutions range;
- **Specific Conditions of Sale (SCS) and/or Particular Conditions of Sale (PCS):** means any contractual document defining, in particular, the specific or particular commercial, technical and/or financial conditions applicable to a Service. The SCS and PCS may derogate from these General Terms and Conditions – Corporate Solutions;
- **Contract:** means the contract concluded by the Client by signing the Order Form. The Contract consists, in descending order of priority, of the Order Form, the SCS and/or PCS applicable to the subscribed Service as well as these General Terms and Conditions – Corporate Solutions; These documents constitute the entire contract and prevail over any other document of the Client (*in particular purchase conditions, commercial proposal*).
- **Date of Putting into Service:** means the date of actual provision of the Service to the Client;
- **Data:** means, without this list being exhaustive, information of any kind, applications, files, scripts, programs, images, sounds, systems, website and others administered and/or stored by the Client through the Service;
- **Description Sheet:** means the document describing, as necessary, a Service Offer;
- **MTTR and/or Mean Time to Repair:** means the commitment made by MT to proceed, according to the terms defined in the Contract, to the restoration of the Service in case of its malfunctioning;
- **RLAR:** Registered Letter with Acknowledgment of Receipt;
- **Offer(s):** designates the terms, predefined by MT, for the provision of a Service from the Corporate Solutions range;
- **Portal:** means MT's website <https://www.monaco-telecom.mc/> ;
- **Partner Products:** means the *products and/or services developed by third-party suppliers and made available to the Client by MT within the framework of the Contract*;
- **Network:** means any installation or any set of installations providing the transmission and routing of telecommunication signals by wired means, by means of radio frequencies or electromagnetic waves;
- **Client Network:** means the Client's private LAN (Local Area Network);
- **Service:** refers to all or part of the services constituting the Corporate Solutions range. The same service can be offered in various ways, each of which constitutes a separate Offer;
- **Client Site:** means the geographical site from which the Client wishes to access the Service.

2. Object: The purpose of these General Terms and Conditions – Corporate Solutions, supplemented if necessary by the Specific and/or Particular Conditions of Sale applicable to the Subscribed Services and/or the Description Sheet applicable to the subscribed Offer, is to define the conditions according to which MT provides the Client with the Service(s) of the Corporate Solutions range mentioned in the Order Form signed by the latter.

3. Contractual documents: The Services are provided in accordance with the provisions of the documents constituting the Contract.

As from the acceptance of the Contract by the Client, materialized by the signature of the Order Form, the General Terms and Conditions are applicable to all Services of the Corporate Solutions range subscribed to by the Client.

MT will be able to change the Terms and Conditions. In this case, the client will be informed of any substantial modifications giving him/her the possibility of terminating the service concerned by RLAR within one (1) month. The updated version of the General Terms and Conditions will be published on the Portal and will be deemed to have been accepted one (1) month after its entry into force.

4. Subscription conditions

4.1. Access to the Service is subject to prior subscription by the Client and the provision of the following documents:

- an identity document (*valid identity card / passport / valid residence permit*);
- a Client's letterhead signed by his legal representative and attesting to the power of the subscriber to engage the Client;
- an extract from the Trade and Industry Register (*Kbis/Ebis extract or equivalent*) less than three (3) months old;
- bank details in the Client's name or the possible third-party payer;
- a debit authorization completed and signed by the Client or the third-party payer opting for this payment method. In the event that the Client designates a third-party payer, he must also provide a certificate from the latter stating that he/she undertakes to pay the invoices that will be issued by MT in accordance with the provisions mentioned in the Contract.

In the event of an incomplete file, MT reserves the right to refuse, postpone the putting into service and/or suspend the provision of the subscribed Service until receipt of the missing items. In addition, in the event of a change in the information concerning him/her, the third-party payer or the Third-Party Beneficiary (in particular address, bank details), the Client undertakes to inform MT no later than eight calendar days following the coming into force of said changes so that MT has, throughout the duration of the Contract, up-to-date information.

4.2. Subscription to the Service is carried out by signing the Order Form. Certain Services also open the possibility, according to the conditions and modalities mentioned in the applicable Terms and conditions, to change the initial Order (addition/deletion of Services and/or Options) by making additional orders at the Client's initiative or an update of the SCS and/or Terms and conditions at MT's initiative, in compliance with the notification rules applicable under Article 5.2 below.

The Client declares to have been informed, prior to any subscription, of all the elements constituting the Contract and more generally of all the necessary information concerning the Service, its specifics and limits of use and declares to accept the terms without reservation. The inadequacy of the Service to the Client's needs cannot therefore be usefully invoked.

4.3. The Client intends to subscribe to the Service as an end consumer, for professional use, whether he/she has subscribed for himself/herself or on behalf of a Third-party Beneficiary as mentioned below.

4.4. Subject to MT's authorization mentioned in the Order Form, the Client may subscribe to the Service on his/her own behalf or on behalf of third-party principals (hereinafter: "**Third-Party Beneficiary**"). In this case, the Client declares to act in the name of and on behalf of the Third-Party Beneficiary, as an agent, for the execution of the Contract and expressly guarantees that he/she has the necessary powers for this purpose. The Client undertakes to communicate to the Third-Party Beneficiaries all the contractual conditions applicable to the subscribed Service.

The Client personally guarantees that the Third-party Beneficiaries will comply with the contractual obligations entered into. In all cases, the subscriber undertakes jointly and severally with the third-party payers and/or the Third-party Beneficiary and guarantees the perfect execution of the Contract and compliance with their contractual obligations, in particular payment obligations.

4.5. MT may, in accordance with the terms and conditions mentioned in Article 9, ask the Client to provide MT with a payment guarantee and/or an advance on consumption on or invoicing.

4.6. The Client is informed that it is his/her responsibility, prior to any subscription, to ensure that he/she meets the eligibility conditions for the subscribed Service.

5. Description of Services and Related Offers

5.1. The SCS, PCS and/or the Description Sheets of the Offers define the conditions and terms of supply specific to each Service and Offer. The SCS, PCS and Descriptive Sheets may, according to the procedures set out below, be modified by MT.

5.2. Evolution of the Service and/or the Offer – Contract Modifications

5.2.1 Any request by the Client for the evolution of a Service and/or an Offer is made according to the terms mentioned in the Contract and, if applicable, according to the terms offered by MT and accepted by the Client by signing an amendment to the Contract.

Unless otherwise agreed, the effective date of the amendments shall run from, as the case may be, the date of their written acceptance by MT or the signature of the amendment by both parties.

In addition, any modification of the Service effectively entails the Client's adherence to the contractual conditions in force on the day of the written acceptance of the modifications by MT or the signing of the amendment by both parties, and cancels and replaces the previous versions of the aforementioned documents.

5.2.2. MT may modify the contractual conditions applicable to the Service at any time, after having informed the Client by any means, no later than fifteen (15) calendar days before the implementation of said modifications, without giving the Client the right to any compensation. In this case, the Client is free to terminate the Contract within one (1) month, which shall begin to run from the implementation of said modifications. Failing that, the Client is deemed to have accepted the modifications.

5.2.3. MT retains at any time and under any circumstances, the possibility to modify the login details assigned to the Client. In this case, MT informs the Client with a notice of one (1) month before the coming into force of said modifications without opening any right to compensation for the Client's benefit, it being specified that the latter will not be able to request, for this reason, the termination of the current Contract.

5.2.4. The technical characteristics of the Service and equipment may, depending on the evolution of technologies, be modified by MT. In this case, MT informs the Client by any means, it being specified that the latter cannot, for this reason, request the termination of the Contract. The Client is informed that the modifications may result in temporary unavailability of the Service.

6. Entry into force and duration of the Contract - Duration of the Order Form

6.1. The Contract comes into force from the date of signature of the initial Order Form by the Client for an indefinite period and expires concomitantly with the last order in force.

6.2. The Order Form takes effect on the day of its signature for the period mentioned, as the case may be, in the Order Form, and/or the Description Sheet, the PCS or SCS applicable to the subscribed Offer. This period begins to run from the Date of Putting into Service.

7. Provision of the Service

7.1. The Client undertakes to carry out at his/her own expense all the operations and preliminary works possibly necessary for the putting into service, according to MT's requirements, following feasibility studies if necessary. In addition, the Client takes full responsibility for setting up IT means and infrastructures for his/her Client Network (*in particular an internet connection offering quality and speed compatible with the Service*) necessary for access to the Service.

7.2. The putting into service conditions are defined in the SCS and/or the PCS applicable to the subscribed Offer.

7.3. When the putting into service requires the connection of one or more Client Sites, the Client acknowledges that MT is not able, at the date of subscription, to know the technical configurations of the said Client Site(s). Therefore, in the event that MT cannot and/or is not authorized for any reason whatsoever to connect the said Client Site(s), the provision of the Service on the said Client Site(s) will be cancelled, without either party being liable for any compensation towards the other.

8. Use and availability of the Service

8.1. The Client acknowledges being informed and accepting that he/she remains in all circumstances solely and entirely responsible for the use of the Service, for

the damage he himself/she herself suffers and the damage caused to the Service, MT or third parties by the use of equipment, hardware or software not provided, not authorized or not installed by MT. He/She is also liable for damage caused by his/her negligence or deliberate acts.

8.2. MT makes every effort to provide the Service under satisfactory conditions of availability and reliability within the limits of technical and regulatory possibilities of the moment and in compliance with the terms of the Contract.

MT maintains the Service in accordance with the technical specifications set out in the Contract and undertakes to take all necessary care, in accordance with standard practices to ensure the operation of the Service.

8.3 Technical Service for Corporate Clients (TSCC): In the event of a malfunction of the Service found by the Client, defined as an Incident in the applicable SCS or PCS, it is the Client's responsibility to report it to the TSCC. Subject to an observation, confirmation of the existence of a malfunction by MT, the latter implements, in accordance with the terms provided for in the Contract, the actions necessary to restore the proper functioning of the Service.

8.4. Warnings:

8.4.1 To access and/or use the Service, the Client must, unless otherwise specified in the Contract, have at his/her own expense and under his/her sole responsibility, a remote connection (Internet or LAN type network).

The Client also acknowledges being fully informed of:

- the lack of reliability of the Internet (in particular lack of security of data transmission, not guaranteed performance relative to the volume and speed of data transmission);
- total inviolability of the data exchanged by means of the Service cannot be guaranteed by MT;
- the fact that it is up to him/her to define and implement the means he/she deems necessary in order to preserve the integrity and confidentiality of information of any kind that he/she wishes to exchange through the Service;
- that he/she is therefore advised not to transmit, by means of the Service, data whose confidentiality and integrity he/she wishes to see guaranteed infallibly.

8.4.2. The Client acknowledges being informed that the Internet and electronic communication networks may convey protected data - in particular via intellectual property rights - or contrary to morality, public order or regulations. Also, the Client is prohibited from using, transmitting and/or storing, by means of the Service, any prohibited, illegal, contrary to morality or public order and infringing or likely to infringe the rights of third parties, and which could meet one of these categories by the use he/she makes directly or indirectly. Failing that, MT reserves the right to suspend the Service and/or terminate the Contract, as soon as it becomes aware of such, without the Client being entitled to any compensation.

MT declines all responsibility in case of non-compliance with these recommendations by the Client.

8.4.3. Data: MT does not intervene in any way in the management, updating, control, and/or backup of the Client's Data and/or any other elements reproduced, hosted, collected, stored, transmitted, broadcast, published, used and/or operated by the Client as part of the Services.

It is up to the Client alone and under his/her full responsibility to take the measures he/she considers necessary for the backup, archiving, conservation, clean-up, modification, and other actions required for his/her activity of his/her Data in order to protect against the risks of loss or deterioration and to comply with the applicable regulatory and legal framework.

The Data must be lawful and be used in accordance with standard practices and applicable laws and regulations.

8.5. MT reserves the right to interrupt all or part of the Service for the period(s) it deems necessary, without its liability being sought in any way whatsoever, to carry out exceptional maintenance operations (preventive or corrective) or to improve the Services. These interruptions are, unless there is an emergency, notified to the Client in advance.

8.6. MT reserves the right, without prior notice or information, to check the conformity of the use of the Service with the provisions of the Contract, giving probative value to any findings made.

9. Financial conditions

9.1. Price: The price applicable to the subscribed Service is mentioned in the Order Form and/or the corresponding Description Sheet. The price of the Service is invoiced in euros excluding taxes according to the regulations in force at the time of invoicing. Applicable duties and taxes are added to the rate in effect on the day of billing. The Client is informed that the applicable duties and taxes may be different depending on the nature of the Services invoiced.

9.2. Price changes: The price is subject to change. The price changes are applicable to Contracts in progress unless otherwise specified. In any case, the new rates are notified to the Client by post, e-mail or any other means, at least fifteen (15) calendar days before their entry into force. In the event of a price increase, the Client has the right to terminate the Contract subject to making a request by RLAR addressed to MT no later than thirty (30) calendar days following the date of notification of the new rates. In the absence of such termination, the Client is deemed to have accepted the relevant changes. In the event of a price reduction, MT may, without prior notification, make the Client benefit from it.

9.3. Invoicing: The amounts due under the Contract are the subject of invoices sent monthly as the case may be, to the Client, to the third-party payer or to the Third-Party Beneficiary designated on the Order Form. Billing starts to run from the Date of Putting into Service. The price of the Service is due from this day. The price of the Service is payable in advance at the beginning of each month for the month invoiced. Any month commenced is due.

The invoiced amounts are due as soon as the invoice is issued and payable on the payment due date indicated on the invoice.

The Client authorizes MT to issue invoices in electronic format. After Client authentication, these are accessible from the Portal within the Client Area. Each month, the Client is informed by e-mail of the availability of his/her invoice in electronic format. The invoices remain accessible for a period of twelve (12) months following the date of their availability. During this period, the Client can consult, copy or print his/her invoice. **The Client expressly acknowledges the contractual value of such electronic format. The invoice in electronic format replaces paper invoices sent to the Client by post. If the Client wishes to keep his/her invoices, it is up to him/her to archive them. The Client may request to receive invoices in paper format and/or a duplicate invoice. These requests are addressed in writing to MT's Client Service. MT reserves the right to charge these services at the prices mentioned in the Catalogue.**

9.4. Payment guarantee: MT may, during the subscription or during the execution of the Contract, ask the Client to provide a payment guarantee such as in particular a cash security deposit, a bank guarantee or an advance on invoicing. In this case:

- the actual receipt of the said sums constitutes a prerequisite for the putting into service, the restoration of the initial operation and/or the continuation of the provision of the Service. In the absence of effective collection of such sums, MT may, as the case may be, immediately refuse or postpone the putting into service, suspend and/or limit access to the Service and/or its performance or terminate the Contract without the Client being entitled to any compensation;
- the security deposit and any advances on invoicing are not subject to interest;
- the Client acknowledges being informed and accepts that MT reserves the right to deduct from the amount of the payment guarantee the sums (including any interest and penalties) that would be due under the Contract.

MT proceeds to refund the payment guarantee either (i) at the end of a period of six (6) consecutive months beginning to run from the effective receipt of the payment guarantee by MT if, at the end of said period, no payment incident has been found by MT; or (ii) at the expiration of a period of three (3) months following the end of the Contract, subject to the full payment of the amounts due to MT in respect of its execution.

9.5. Payment: Payments are made by direct debit or, failing that, by bank transfer by check or credit card. The use of a payment method other than direct debit may give rise to invoicing according to the terms and conditions appearing in the Catalogue.

In case of direct debiting, the Client must provide all the elements for direct debiting of invoices and sign the *SEPA mandate* issued by MT. In the event of a change of account, the Client undertakes to immediately provide all the necessary elements for payment processing in order to avoid any interruption of payment.

9.6. Non-payment: The non-payment of invoices related to the Service on their due date will automatically result in:

- the suspension of the Service after formal notice to pay, addressed by RLAR, remained unsuccessful for a period of eight (8) calendar days from the date of receipt or filing of the notice of the pending said RLAR;
- the termination of the Contract as of right without further notice if payment has not reached MT within eight (8) calendar days from the date of suspension of the Service;
- the forfeiture of all the terms of the receivables and the immediate requirement of their payment, regardless of the method of settlement provided;
- the invoicing of late interest representing twice the legal interest rate, calculated pro rata temporis, per period of one month. The aforementioned sum will be capitalized at the same rate beyond the first year.

The designation of a third-party payer does not exempt, in the event of its default, the subscriber from his/her payment obligation in respect of MT. In addition, the subscriber remains jointly and severally liable with his/her principal for the payment of all sums due in connection with the performance of the Contract. The direct invoicing by MT to the Client, the principal and/or the subscriber does not imply in any case modification of the contract conditions by change of debtor or transfer of all or part of the obligations defined in the Contract.

In any event, MT reserves the right to pay itself by compensation, between the amounts due by the Client under the Contract and the amounts that may be due by MT to the Client for any reason whatsoever.

9.7. Claim: The Client may file a claim/complaint or request any information relating to his/her invoice within a period of six (6) months (Hereinafter: "**Claim Deadline**") following its date of issue. However, despite the lodging of a claim or the emergence of a dispute relating to the amounts invoiced to the debtor, such amounts remain payable to MT. During the Claim Period, MT shall make available to the debtor the supporting elements of the invoice, emanating from MT's invoicing tools used as the basis for invoicing the Services, as well as their reproduction on electronic media kept by MT are enforceable against the Client as evidence. It is expressly agreed between the Parties that the records of incidents and the performance of the Service or taxation used as the basis for invoicing the Service, as well as their reproductions on computer media kept by MT, are enforceable against the Client as evidence and prevail over any other form of evidence.

MT reserves the right to invoice the debtor for the verification service following the filing of a claim at the price mentioned in the Catalogue. However, the Client is exempt from paying for this service if the verification made reveals a billing error attributable to MT.

10. Obligations of the Client

10.1. Authorizations - Declarations: The Client is personally responsible for obtaining and maintaining authorizations and/or declarations of any kind and in particular of a legal, regulatory or administrative nature, possibly necessary for the exercise of his/her activity and the use of the Service.

10.2. The Client undertakes:

- to take note, prior to any order and/or use of the Services, of the contractual conditions applicable to said Services;
- unless otherwise specified in the Contract, to use the Service exclusively for his/her own professional needs, not to resell or sublet as is, without prior written permission from MT, all or part of the Service. However, it is agreed that the Client may, on his/her behalf and under his/her sole and entire responsibility, offer his/her clients value-added services and/or services integrated and/or based on the use of all or part of the Services of MT's Corporate Solutions range;
- to use the Service in compliance with the applicable regulations, the provisions of the Contract, the recommendations issued by the manufacturers of the equipment possibly made available to it and, in general, in accordance with the use for which the Service was defined and marketed by MT. Any use to the contrary will result in the immediate suspension of the Service without prior notice and without MT's liability being sought as a result;
- to make available to MT the means, in particular human and material resources possibly necessary for the provision and operation of the Service and, in general, for the execution of the Contract by MT;

- to maintain an active and regular collaboration by transmitting to MT all information requested and necessary for the provision and operation of the Service and, in general, for the performance of the Contract by MT;
- not to use the Service fraudulently, not to help or encourage others to do so, and more generally not to do anything that may promote such fraudulent use;
- not to intervene in any way, the Client himself/ herself and/or through a third party, on any of the equipment possibly made available to the Client by MT;
- to inform MT immediately of any problems related to the operation of the Service;
- to respect the rights of third parties in all circumstances;

10.3. It is the Client's responsibility to take and implement the measures he/she deems necessary to prevent and anticipate the possible consequences on his/her business of malfunctions of the Service and/or the end of the Contract and/or an Order Form. It is expressly agreed between the Parties that MT may not in any way incur any liability in this regard.

11. MT's obligations:

MT undertakes to provide all the necessary care and diligence, in accordance with professional and standard practices, to the provision of the Service, its continuity and its performance in accordance with the provisions of the Contract. Notwithstanding the foregoing, it is agreed between the Parties that, given the nature of the Services, MT can only be held to a general obligation of means towards the Client in accordance with the applicable rules of standard practices in this matter.

MT undertakes to have staff with the necessary skills to handle requests for information, assistance and the treatment of reported malfunctions in accordance with the terms applicable to the Service concerned. Unless otherwise specified in the Contract, MT support is provided in French. MT support is accessible:

- For any information request: at the working hours mentioned in the applicable SCS;
- For any request regarding Incident handling: 24/7/365 when this is offered for the relevant Service by the Order Form.

The access to technical support and treatment of malfunctions qualified as Incidents in the Contract concerned are carried out according to the terms and conditions thus applicable.

Offers with specific support levels and performance commitments are mentioned in the SCS, PCS and/or Description Sheet then applicable.

12. Responsibility

12.1. MT implements the technically reasonable means in order to ensure the provision of the Service, its continuity and its performance under the conditions provided for in the Contract.

12.2. The Parties expressly agree that MT's liability can only be incurred in the event of a proven fault.

12.3. In addition to the cases of limitation and/or exclusion that may be mentioned in the SCS, PCS, Description Sheet and/or Order Form, MT cannot be held liable for damages related in particular:

- to any interruption of the Service independent of MT's control or that would be caused by MT in order to mitigate and/or limit the possible effects of an abnormal situation and/or events (in particular: IT attacks (type DDOS, third-party intrusions) that may cause harmful effects against one of the Parties and/or third parties;
- to any interruption and/or suspension of the Service that would be carried out by MT including without prior notification addressed to the Client, in case of non-compliance with any of the provisions of the Contract, laws and regulations in force and/or rights of third parties;
- to malfunctions and/or service interruptions resulting from reinforcement, extension or urgent and/or scheduled maintenance work, MT installations;
- to improper installation, improper configuration or improper operation of the Client's hardware or software;
- to any cause the origin of which results from an event that occurred at the Client's premises, on the equipment or networks of MT partners and/or suppliers;

- a fault, negligence, omission or failure of the Client and more broadly a use of the Service by the Client not in accordance with the provisions of the Contract, applicable regulations or standard practices;
- to an inadequacy in the Service of the means, in particular hardware or software of the Client;
- to any malfunction, interruption or failure of the Service caused by an incident occurring on networks other than MT's Network and on the hardware and/or software of the Client or a third party;
- a fault, negligence, omission or default of a third party;
- outages or any other incident that occurs on the networks or equipment of MT's partners, including Internet service providers and third-party data transport network operators, that is to say MT partners;
- to any misuse of the Client's password, confidential codes and other sensitive information;
- to any dispute that may oppose the Client to third parties;
- for malfunctions and/or damages of any kind that would result from the characteristics of Internet environment;
- the content or nature of the Data transmitted, received, stored, processed, used or exploited by the Client.

12.4. The Client is solely responsible for the use he/she makes of the Service, without MT's liability being sought as such. Accordingly, the Client guarantees MT against any third-party recourse in this regard.

12.5. MT does not guarantee the Client protection against access by unauthorized third parties to the transmission facilities and equipment located on the Client's premises, nor against unauthorized access to his/her files, data, programs, procedures or information, nor against their modification, diversion, loss or destruction, whether voluntary or accidental. Consequently, MT cannot incur any liability for damages of any kind that would result from such facts.

12.6. In any case, in the event that MT's liability was incurred, compensation will apply only to direct, personal and certain damages resulting from a proven fault against it to the express exclusion of compensation for any intangible and/or indirect and/or consequential damages, whether, without this list being exhaustive, commercial and financial damages, operating losses, turnover and profit or client, loss or corruption of data, files or program or loss of brand image.

12.7. In any event, the amount of any compensation due by MT is, all causes of damages combined, limited to the amount of payments made by the Client in respect of the Service in question during the six (6) months preceding the date of the event giving rise. This sum, which the Client acknowledges is balanced, and includes any flat-rate penalties paid to the Client in connection with the performance of the Service.

12.8. It is agreed between the parties that all damages suffered as a result of MT by the Client and the mandating legal entities in whose name and on whose behalf he/she has contracted, will be the subject of a single claim from the Client and will be globalized at his/her level, regardless of the number of mandating legal entities benefiting from the Contract.

The Client will take full responsibility for the distribution and possible compensation between him/her and the mandating legal entities.

12.9. By express agreement between the Parties, no legal action or claim, whatever it may be, may be initiated or formulated by either party, more than one year after the occurrence of the event giving rise.

13. Termination

13.1. Termination at the end of the term of the Contract or an Order Form:

At the end of their agreed commitment period, Contract and/or Order Form may be terminated by any of the parties by RLAR addressed to the other party with a minimum notice of three (3) months.

13.2. Termination at the request of the Client: In the event that the termination of the Contract and/or Order Form is requested before the Date of Putting into Service or before the expiration of the agreed term of the Contract and/or an Order Form, the Client is immediately liable for the amount due under the Contract and/or the Order Form concerned for their respective remaining term.

13.2. Termination by MT

13.2.1 In the event of non-performance of one or more provisions of the Contract by the Client, MT may decide to terminate the Contract and/or suspend the use of all or part of the Service in question or of all the Services to which the Client has subscribed, after sending a formal notice addressed by MT to the Client by RLAR inviting him/her to resolve his/her non-performance. If the non-compliance has not ceased and/or if the consequences have not been repaired before the expiration of a period of eight (8) calendar days from the date of the first presentation of the aforementioned formal notice, MT may terminate the Contract without further formal notice or other formalities and without its liability being sought, in any way whatsoever, as a result. In this case, the Client remains liable for the sums due under the Contract for its remaining term, without prejudice to any damages and interest.

13.2.2. The Contract is automatically terminated by the withdrawal, cancellation, lapse of the administrative authorization issued to MT, whatever the cause. This termination does not entitle the Client to any right to compensation.

13.3 Consequences of the Contract's term:

13.3.1. In the event of termination of the Contract for any reason whatsoever, the Client shall return to MT, within a maximum period of fifteen (15) calendar days from the termination of the Service, the equipment, documentation or other elements made available to him/her as part of the execution of the Contract. In case of impossibility attributable to the Client to recover all or part of the equipment, documentation or other elements made available to him/her, MT reserves the right to invoice the equipment, defaulting documents and/or elements at the price mentioned in the Catalogue.

13.3.2. In addition, the termination of the Contract, for whatever reason, entails the immediate payment of all amounts remaining due to MT for the purpose of the provision of the Service.

13.3.3. The Client is informed that, after a period of twelve (12) months following the end of the Contract, MT reserves, without the need to send any prior information to the Client, the right to delete all data and e-mail addresses of the Client (including email, telephone messages) that would be stored on MT's servers.

14. Regulations : MT is entitled to unilaterally modify the conditions of supply of a Service to comply with any prescriptions imposed by any authorities, including administrative, without giving the Client the right to any compensation. The Client also undertakes to ensure that his/her own hardware and software connected to the Service comply with current regulations and applicable standards.

The Client uses the Service under his/her sole responsibility. He/She undertakes to comply, on the one hand, with the laws and regulations in force, in particular in the field of telecommunications and communications, and, on the other hand, with the provisions of the Contract.

14. Privacy - Client Data - Information technology and freedom

14.1 MT takes measures to ensure the protection and confidentiality of personal information that it holds or processes in compliance with the provisions of Law n° 1165 dated December 23rd, 1993 (amended), regulating the processing of personal information. MT reserves the right, unless otherwise advised by the Client, to communicate such information, under the conditions provided for by current regulations, in particular to market research firms and polling institutes, for study and analysis purposes.

14.2. The Client undertakes not to use the information and documents relating to the execution of the Contract for any purpose other than its execution, to return all the documents delivered, to communicate the confidential information received only to his/her employees, advisers or related companies who necessarily need it in the context of the execution of the Contract and to clearly inform the aforementioned persons of the confidentiality that covers the information and to compel them to respect it.

14.3. Each of the Parties undertakes to respect the confidentiality of the documents relating to the execution of the Contract for its entire duration and three (3) years after its end.

14.4. Personal/nominative data: The Client is informed that the nominative information concerning him/her, collected by MT during the subscription and use of the Service, are recorded, stored and are the subject of computerized processing. The collection of the aforementioned information and their computerized processing are necessary for the execution of the Contract, in particular: management of the Client account, information on the services subscribed, invoicing, improvement of the Service in particular via opinion surveys or studies carried out by specialized firms.

The Client is informed that by subscribing to the Service :

- he/she authorizes MT to store, process and transfer personal information concerning him/her to its parent company, subsidiaries or affiliates;
- the personal information concerning him/her may be distributed to third parties in particular for the purpose of processing the Client's payments, as part of the fight against fraud and/or to perform services related to the Service;
- he/she authorizes MT to communicate personal information concerning him/her to its business partners and suppliers, market research firms, polling institutes for the purposes of study, analysis and/or directory publishing;
- he/she authorizes MT to use personal information concerning him/her, in particular for commercial prospecting purposes.

However, the Client may object to this by sending a written request to this effect to MT Client Service at: **Monaco Telecom – 4/6 Avenue Albert II - 98008 Monaco Cedex.**

In accordance with the regulations in force, MT implements the necessary measures to ensure the confidentiality of such information. The Client is informed that, in accordance with the legislation in force, personal information and any element of identification concerning him/her may be communicated to the competent authorities, upon their request.

The Client is informed that calls to the Client Service allow his/her identification, that the conversations and information provided may be recorded, stored and processed by MT.

In accordance with the applicable regulations (Law n° 1.165 on the protection of personal information dated December 23rd, 1993 and its subsequent amendments), the Client has an individual right of opposition, access and rectification of personal information concerning him/her. The Client exercises these rights by following the procedure described on the Monaco Telecom website at the following address; <https://www.monaco-telecom.mc/fr/legal-information.html>.

For any question concerning the use of his/her personal data, the Client can directly contact Monaco Telecom's Data Protection Officer (DPO),

- Either by e-mail to the following address: dpo@monaco-telecom.mc
- Or by post to the following address: Monaco Telecom - DPO - 4/6 Avenue Albert II - Zone F - 7th floor - 98000 MONACO

14.5. Login details and means of authentication (usernames, codes, passwords, etc.): The login details allowing the Client to authenticate and use the Services are personal and confidential. The Client undertakes to ensure the security and preserve the confidentiality of his/her login details. The Client undertakes not to disclose them to third parties in any form whatsoever.

The Client is solely and entirely responsible for the use of his/her login details. Any use of the Client's login details is deemed to be made by the Client.

The Client alone bears all the consequences of the loss, disclosure, fraudulent and/or illegal use of his/her login details, the responsibility of MT can in no case be sought and/or engaged as a result.

The Client undertakes to immediately inform MT of the loss, misuse and/or disclosure of his/her login details and to proceed without delay to their renewal.

15. Subcontracting: MT is authorized to subcontract all or part of the elements of the services related to the Service. MT remains responsible for its subcontractors, in all circumstances, but will in any case remain solely responsible to the Client for the provision of the Service.

16. Brands: MT remains the sole owner of its brands, names, acronyms, logos, colors, graphics or other distinctive signs in all circumstances. The Client undertakes to respect the entirety of MT's rights regarding the elements referred to in the preceding paragraph and undertakes not to generate any analogy or risk of confusion in the public mind, for any purpose whatsoever and by any means whatsoever.

17. Licence: The provision, for the purposes of the Service and the duration of the Contract, of elements protected by the current regulations on intellectual property cannot be considered as an assignment of any intellectual property right of MT for the benefit of the Client. The Client has a simple, personal, non-exclusive and non-transferable right to use any intangible elements made available to him/her, within the limits of

provisions of the Contract and the rights conferred on MT by its suppliers and for the sole needs of the Service.

The Client authorizes MT to report the existence of the Contract to third parties for commercial reference and authorizes, exclusively for this purpose, the use of his/her brand name and logo.

18. Retention of title

18.1. In case of sale of equipment or transfer of intangible property rights, the property will be transferred to the Client only upon full payment of the price. By perfect payment of the price, the Parties mean the receipt by MT of the full payment of the price, principal, fees and taxes included.

18.2. The Client undertakes to take all necessary measures to avoid their seizure by third parties.

18.3. The Client is prohibited from assigning these elements for the entire validity period of this retention of title clause.

18.4. In the event of non-payment by the due date, MT will be entitled to recover the delivered items, in particular within the framework of the provisions relating to the judicial settlement and the liquidation of the goods.

19. Equipment

19.1. The equipment installed on the Client's premises for the purposes of the Service is the property of MT. The Client undertakes to leave the property notices possibly affixed to his/her equipment.

19.2. The Client assumes the custody of such equipment for the entire term of the Contract and bears for this purpose all risks of theft, loss or damage caused by him/her or a third party to the Contract. The Client undertakes to compensate MT for all damages, the latter being able to communicate the value of the installed equipment on request.

19.3. The Client assumes responsibility for any damage caused to the equipment installed on his/her premises unless he/she proves that this damage results from a defect specific to the equipment itself.

20. Insurances: Each party undertakes to take out a civil and professional liability policy with a notoriously solvent and regularly approved insurance company throughout the duration of the Contract and covering the risks associated with its execution.

If necessary, the policy subscribed by the client must cover the risks incurred by the equipment possibly made available by MT in execution of the Contract, from the date of its delivery to the date of its return to MT.

21. Force majeure event: Force majeure events suspend the obligations of the Contract. The Parties, however, in this case, strive to limit the negative effects of the event. In addition to those usually accepted by case law, the Parties already recognize as cases of force majeure or fortuitous events, exceptional bad weather, floods, cases of riot, war or attacks, cases of general strikes, the blocking of means of transport as well as legal restrictions on the provision of electronic communication services and/or the withdrawal of the concession granted to MT or more generally any authorization granted by the Monegasque authorities. The Parties will be informed of the occurrence of any such event

and will consult on the measures to be taken to remedy the consequences that may result.

22. Return of delivered items: In the event of termination of the Contract for any reason whatsoever, the Client will return to MT, within a maximum period of fifteen (15) calendar days from the termination of the Service, the equipment, documentation, or other elements made available for the provision of said Service. The Client undertakes in particular to allow free access to his/her premises for the purpose of uninstalling any equipment made available to him/her for the needs of the Service.

In case of impossibility attributable to the Client to recover the equipment, MT will charge the latter all the equipment at the Catalogue price.

23. Miscellaneous

23.1. The parties acknowledge that the e-mails exchanged between them in the context of the execution of the Contract have the same evidential value as a written document and will therefore benefit from a presumption of validity.

23.2. The contractual relationship resulting from the Contract is personal to each of the Parties. It may not be transferred to a third party by either Party without the express agreement of the other. However, as an exception to this rule, the transfer carried out for the benefit of a subsidiary company ("Daughter" company) or affiliate ("Parent" company) of MT, gives rise only to information from the Client who cannot object to it.

23.3. Any amendment, modification, or supplement made to any of the provisions of the Contract may only be validly carried out by means of an amendment signed by the Parties.

23.4. Notices: For the execution of the Contract, the Parties elect domicile in their respective registered offices. Any change of address of either Party must be notified to the other by RLAR. Failing this, the notification made to the address indicated at the top of this Contract is deemed to have been validly made.

24. Applicable law: The Contract is governed by Monegasque law.

25. Dispute resolution - Attribution of jurisdiction: In the event of a dispute relating to the forming, interpretation or execution of the Contract, the parties will try in good faith to find an amicable solution. To this end, the most diligent party will notify the other Party, by RLAR, the subject of the dispute. The parties will then enter into negotiations with a view to resolving their dispute amicably, if necessary with the help of a third party whom they will designate by mutual agreement. Such an amicable solution, if successful, will take the form of a contract or an addendum to the Contract. If no solution is found within one (1) month from the receipt of the aforementioned RLAR, the dispute will be brought by the most diligent party, before the competent courts of the Principality of Monaco.