

## Special Terms & Conditions for foreign VAS-Numbers with disbursement

### 1. Subject matter of agreement

1.1. The services of mr. next id GmbH (hereinafter referred to as "ID") consist of realizing foreign service numbers with disbursement to Partner (hereinafter referred to as "numbers with disbursement" or "NwDs"). This includes the provision of operational numbers, routing to agreed destinations and billing the numbers' users for value-added services offered by Partner. These Special Terms cover premium rate numbers as well as shared-cost and voting numbers, insofar as these numbers involve disbursements to Partner. Advertising cost subsidies are not considered disbursements in this sense.

NwD services encompass the implementation of premium-rate numbers within the networks of telecommunications providers in countries other than Germany (ID's advance-performance providers), as well as the collection and routing of incoming traffic on such NwDs to destinations specified by Partner (telecommunications services). The services may be realized directly by ID through a cooperating third-party service provider. Network services shall be provided regularly by a national network operator. The Parties are aware that ID can only exert indirect influence on the involved national network operators and that the services provided are subject to country-specific special considerations.

1.2. ID shall provide Partner NwDs for the duration of the present Agreement and shall collect the provider remuneration in Partner's name and on his account.

1.3. The contractual relationship shall not entail the provision of services by ID or a cooperating company beyond switching (routing/termination) and collection, and especially shall not extend to providing the services available at the NwDs using own or external content. Partner is exclusively responsible for the content and services.

1.4. The service is governed by the International NwD Agreement, the General Terms and Conditions, the Special Terms and special country-specific terms in the order specified in 1.2 of the General Terms and Conditions. The Parties agree that applicable country-specific terms shall be stipulated in English.

1.5. These Special Terms shall also apply accordingly for NwDs in the "Voting Call" category as well as local service numbers with disbursement, insofar as no specific terms of use have been stipulated for these NwDs.

### 2. Telecommunications services

2.1. ID shall procure telecommunications services from other network operators within the scope of its technical and operational means for use by Partner's end customers. ID's services shall include the provision and brokering of NwDs coordinated in writing as well as possible additional service numbers (hereinafter collectively "NwDs"), as well as establishing connections via the signaling channel and the switching and holding of the service channel (hereinafter: "connection"), as well as its termination where applicable. Incoming calls to the NwD shall be

routed automatically to an IVR platform, to Partner's call center, or to other destinations specified in writing with adequate advance notice by Partner in accordance with a routing plan coordinated with Partner.

2.2. The General Terms and Conditions for ID Audiotex Services shall apply insofar as termination takes place on ID's own IVR platform. The General Terms and Conditions may be obtained from ID or viewed there at any time during business hours.

2.3. Unless specified otherwise, the telecommunications services shall have an availability of 98.5% measured over a period of 365 days. Maintenance, installation and conversion times shall not be taken into consideration in calculating availability. A service window shall be set up whenever maintenance work is required. Service windows may be scheduled at times other than Monday through Friday from 7:00 am to 7:00 pm. Operation may be disrupted during service windows. Availability shall not be deemed impaired by faults for which Partner is responsible, avoidable interruptions due to changes requested by Partner, faults resulting from force majeure, or faults that are the responsibility of other telecommunications service providers to which the caller and/or destination party are connected and which are not among the foreign network operators commissioned directly by ID or its cooperating company. Partner shall be informed of the network operator commissioned with the realization within three working days.

2.4. ID may rely entirely on the services of other network operators or providers (especially non-German ones) to place services at Partner's disposal.

2.5. Connections to and from numbers of other providers of voice telephony services (networks not operated directly by the cooperating company commissioned by ID), or to and from mobile phone subscribers of other mobile communication service providers shall only be possible to the extent that the commissioned national operator directly or indirectly interconnects with said providers. This applies to fixed and mobile communications networks. Unless agreed otherwise, end-customer coverage is therefore dependent on the reach of the cooperating network operators.

2.6. ID shall have the right to change the underlying technical preconditions for the agreed telecommunication services at any time, provided that such changes do not impair said telecommunication services and the changes may be deemed reasonable.

### 3. Provision of NwDs

3.1. ID shall make the service numbers listed in the International NwD Agreement available for Partner's exclusive use. No further rights shall arise for Partner from the provision of the NwD. Their use shall be restricted to the duration of the Agreement. ID shall commission the realization of the NwD by a cooperating network operator and ensure their

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availability within the technical possibilities at hand subject to 2.5. Incoming calls on these NwDs shall be forwarded to the contractually defined destination numbers via number translation in the exchange of a cooperating network operator.

3.2. Partner must provide ID with a detailed written service description for each planned service or each contractual NwD prior to realizing the service. ID may specify the information and formats required. The NwD may not be used until the service description has been expressly approved in writing by ID. The same shall apply to subsequent changes to services where applicable. A lack of objection to a service description by ID may not be regarded as an implicit approval of the service, and especially not as a statement or confirmation that the service will not be considered objectionable in the future and/or meets statutory or contractual requirements and/or does not violate the rights of third parties. Use of services other than those described and approved by Partner shall be deemed a violation of the present Agreement. ID shall have the right to terminate NwDs without warning in case of non-trivial or repeated violations. The Parties deem the right to termination for exceptional reasons (see item 6) without prior warning as justified, as all other NwDs of other business partners would no longer be available on termination of the realization agreement with the national network operator. Before this background, ID shall have the express right to assert further damage claims. In case of fraudulent use by Partner, ID shall also have the right to withhold payment.

3.3. Traffic routing for ID NwDs shall be set up directly in the switching system of the relevant network operator for the purpose of routing an NwD to a destination number. Flexible intelligent-network traffic routing is not supported.

3.4. When applying for additional NwDs, Partner may submit a written application (fax, e-mail) to ID on the basis of the present Agreement. The application shall be deemed accepted upon ID's written confirmation. The acceptance is performed alternatively by the realization and switching of the NwD by ID.

3.5. ID shall process applications as quickly as possible within its technical and operational possibilities. NwDs for value-added telephone services shall be activated according to Partner's written instructions (routing plan). These must state the destinations to which calls will be forwarded. The activation of NwDs and routing changes generally take five to 15 working days. ID shall inform Partner in writing about the progress of each individual implementation.

3.6. ID shall provide statistics on the minute volume of all realized NwDs. Unless agreed otherwise, statistics shall be made available on request once a month, provided the cooperating company (foreign network operator) does not specify other intervals. Online statistics will not be made available. The

structure of the statistics and their update intervals shall be determined by ID. The statistics are intended for information purposes only; the statistics provided to ID by the network operator shall be used exclusively for settlement purposes.

3.7. When routing to external destinations, Partner shall provide the destination number unless otherwise agreed. Partner assures in this case that he is the holder of the number or has the holder's authorization to route the NwDs to the specified destination number. As the content provider, Partner is solely responsible for the realization and content of the services. The General Terms and Conditions for ID Audiotex Services shall apply for additional use of the ID IVR platform.

3.8. ID has the right to revoke NwDs assigned to, but not used or publicized by Partner. NwDs with less than 100 minutes of traffic per accounting month may be deemed as unused. ID may use the revoked NwDs at its own discretion; Partner shall not have the right to remuneration for traffic generated after the revocation. ID shall inform Partner of the planned revocation of the NwD and the time of revocation at least ten days in advance. ID may also grant Partner the right to retain unused NwDs on request. The granting of such a right of use is subject to charges and requires a separate agreement between the Parties, however.

3.9. The NwD will be made available to Partner solely for the duration of the present Agreement. After termination of the Agreement, the right to use automatically goes back to ID without the need for further legal action.

### 4. Correction of malfunctions

4.1. Neither ID nor the cooperating network operator shall be held liable for faults caused by external network operators. Such faults shall not affect the calculation of availability within the meaning of 2.3. It is also within ID's interest to have such faults corrected as quickly as possible, however.

4.2. ID shall forward fault reports to the cooperating company as quickly as possible during regular office hours; the cooperating company will, in turn, inform the cooperating network operator.

Partner shall have the option of informing ID via fault reports during office hours (weekdays from 8:45 am to 5:45 pm): +49 180 140 140 00.

4.3. These Special Terms refer to the properties warranted by the foreign network operator and service level agreements. ID shall not be held liable for the actual conditions. ID cannot provide a warranty for the agreed properties in case of non-compliance. However, ID undertakes to represent the reasonable interests of Partner vis-à-vis the network operator as appropriate and shall insist on the maintenance of the contractual properties.

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### 5. Payment of provider remuneration

5.1 With respect to the Service, the Partner may be entitled to remuneration for the substantive and technical provision of its premium service (Provider Remuneration). This Provider Remuneration shall be billed to the caller (user of the premium service) together with the connection and billing fees charged by the respective subscriber network operator (in its own name). Both Parties agree that ID does not bear the collection risk in this case. Only if ID effectively and ultimately receives the Provider Remuneration from the subscriber network operators for the Partner, shall said remuneration be forwarded to the Partner pursuant to the following provisions. ID is not responsible for receivables management in this regard. The Partner shall be informed of any bad debts as soon as and insofar as ID has received this information. Additional details are derived primarily from the respective country-specific provisions agreed in each case. Furthermore, ID reserves the right to buy the receivables pursuant to Section 6 of the T&Cs.

5.2 Because neither ID nor its Partner bears the risk of default, payment of any Provider Remuneration received shall depend on whether ID is ultimately able to dispose of said remuneration (in particular when the subscriber network operator has no options for revocation or chargebacks). The Partner is aware that the respective network operator may occasionally "charge back" Provider Remunerations that have already been paid, regardless of when these payments were made, if the fee cannot be collected from the caller. In any event, ID is entitled to charge back amounts already authorised for payment to the Partner if the respective network operator charges back the receivables upon which such payments are based. In this case, ID is entitled to adjust any and all payments still pending to compensate for the current bad debt (in particular deducting the expected chargebacks and payment defaults) and to amend the overall payment terms at its own reasonable discretion.

5.3 Once ID has finally received effective payment of the Provider Remuneration from the network operator, it shall pay this amount to the Partner by the agreed deadlines. These deadlines are derived from the country-specific provisions. Unless otherwise agreed, the following shall apply:

5.4 The following payment procedures shall apply to safeguard against possible chargebacks: initial payment of 60% of the Provider Remuneration already collected (under reserve) ten (10) weeks as of the end of the billing month; 40% shall initially remain as a temporary security deposit. This security deposit shall be paid out 18 weeks after the aforementioned payment if and insofar as this payment is covered by the payment ultimately received. Each bad debt shall be identified in the Partner statement and promptly offset. Should the bad debt or chargeback rate increase, ID is entitled to adjust all payments to compensate for this rate.

5.5 Each bad debt shall be identified in the Partner statement and promptly offset. Non-billable receivables shall be charged back to the Partner, e.g. if the end customer does not pay receivables. If and insofar as these defaults or chargebacks exceed the claim for remuneration, ID shall issue an invoice payable immediately. The same shall apply if knowledge of the defaults is only gained at a later date and it is no longer possible to offset the amount with current revenues or it is no longer possible to offset it in full. The Partner's obligation to pay ID the agreed fees when due shall persist if the Partner temporarily or ultimately does not receive the agreed Provider Remuneration due to payment defaults.

5.6 Debt collection is at the sole operational discretion of the network operator or of ID, taking into account the Partner's interests. The Parties agree that neither the network operator nor ID is under any obligation to expend unlimited effort in collecting fees from the Partner or the commission due to ID. Instead, only limited collection efforts shall be made within reason due to mass business. A receivable of the network operator's and therefore ID's claim for commission as well shall always be deemed a bad debt if it cannot be collected within 120 days despite two written reminders. However, the Partner is entitled to transfer the receivable for its own collection after this time.

The Partner has no right to assignment if and insofar as the receivable remains in an active collective process or if and insofar as more than 360 days have passed since the claim has arisen.

Given the reduced likelihood of success, ID is entitled to write off receivables upon the expiry of this period and to delete the associated records and written submissions.

5.7 Furthermore, ID is entitled to request the Partner provide a guarantee from a major European bank at any time in order to hedge against the risk of chargebacks. The Partner must comply upon first request and must do so in an amount equal to the average monthly payment amount. Should the average monthly volume (calculated based on the past three (3) months) increase, ID may request a corresponding increase in the guarantee.

If the Partner does not comply with a request for an increase or to provide a guarantee in the first place within a period of one (1) month, ID may limit the monthly payments made to the Partner to the amount currently secured by the guarantee.

5.8 Billing is based on the monthly statements created by ID, which are issued on the basis of the connection data in ID's network concerning partner for routing foreign service numbers. ID is calculating the provider remuneration and call charges with the Partner in the respective currency of the country in which the telephone number is provided. Invoices and payments to the Partner shall be made in EUROS unless otherwise agreed in writing. Subject to recalculation as defined by Section 7.1, the exchange rate specified

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as follows shall prevail when converting foreign currency into euros. On the date of invoicing to partner, ID takes as a basis the exchange rate found by average calculation of the exchange rates' arithmetic mean in the accounting month.

5.9. ID shall have the right to adjust or modify its monthly statements to reflect possible changes in the values in the final statement of the relevant network operator/provider 5.10. Payments from ID shall be transferred to an account in the Federal Republic of Germany to be specified by Partner. Credit amounts of less than €50.00 per month shall not be invoiced nor paid out. They shall expire without compensation and may be retained by ID's partners to cover their administrative expenses. ID shall collect a processing fee per transfer to accounts outside of Germany. For further information on fees, please contact ID during business hours. All bank service charges and commissions shall be borne by the recipient of the payment. Claims against Partner arising from the present Agreement shall be offset against Partner's claim to remuneration.

5.11. ID shall also have the right to request a security deposit from Partner in case of termination of the present Agreement to cover possible losses of receivables outstanding asserted by the network operator or reversals. The amount of the security deposit shall reasonably reflect anticipated shortfalls. Alternatively, ID may retain the appropriate amount from payments to be made. ID shall keep the security deposits on a separate account. Documentation thereof must be provided on request. ID undertakes to release the security deposits immediately once it has been determined that no further losses of receivables outstanding can be asserted. This provision shall also apply in case of strongly declining sales volume (>30% decline in four weeks) by Partner.

5.12. In case of suspicion that at least part of the call volume is the result of manipulation, or if ID is informed by the network operator that reversals may occur, ID shall have the right to retain payments in part or in full until the final clarification of the matter. The amount retained must stand in a reasonable relationship to possible damages. If the suspicion of manipulation of an NwD is confirmed, Partner shall lose his claim to remuneration for the respective billing period. Partner's obligation to pay the agreed fees shall remain unaffected. If the suspicion is dispelled by an investigation, or possible legal proceedings are dismissed or end with Partner's acquittal, the funds retained by ID shall be paid out without interest.

5.13. In case of payment shortfalls due to the fraudulent use of an NwD by Partner, ID shall invoice Partner a processing fee of €0.04 per minute in case of time-dependent rates and of €0.04 per call at block rates.

5.14. ID may refuse to pay provider remuneration to Partner for calls to Partner's service that were not realized via the NwD allocated by ID.

### 6. Termination

6.1. The present Agreement shall continue to be valid indefinitely and can be terminated by either party subject to a period of notice of one month to the end of any month.

6.2. Either party may terminate the contractual relationship in writing without notice for important reasons. The following shall be deemed important reasons by ID:

- the occurrence of circumstances beyond ID's control that make the actual or legal fulfillment of its contractual obligations impossible. This applies especially in cases in which a network operator commissioned by ID ceases its services (collection of provider remuneration, billing and initial collection of fees) and a suitable replacement cannot be found;
- the fraudulent use of ID service numbers by Partner or Partner's non-compliance with essential responsibilities arising from the present Agreement within 14 calendar days of receipt of a warning to that effect;
- the use of services other than those reported and authorized in writing in case of non-trivial or repeated violations. ID shall also have the right to terminate only the NwD without warning in such cases.
- if Partner is in arrears with payments or a significant part thereof over two consecutive months, and if Partner does not promptly provide a security deposit requested by ID, or if doubts arise with regard to Partner's solvency for other reasons;
- special circumstances justify the suspicion of actual or impending fraud or other criminal offenses or misuse by Partner, his vicarious agents or contractual partners;
- the culpable issuing of false statements by Partner regarding his credit rating, address or bank information in case of direct debiting;
- the opening of insolvency proceedings against Partner or their refusal for lack of assets;
- the non-compliance of Partner's measures advertising the service with relevant laws;
- the failure of Partner to correct the violation of essential contractual obligations within a seven-day grace period.

6.3. In case of termination for the exceptional reasons stated above, ID shall have the right to retain until further notice all funds owed to Partner to cover possible fines and legal fees.

6.4. Partner shall not have the right to claim damages against ID on the basis of a regular termination of the Agreement as a whole or of individual service

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numbers, or termination thereof for exceptional reasons, in accordance with the stipulations of the General Terms and Conditions.

6.5. In case Partner terminates the contractual relationship before ID's service obligations commence, Partner shall be obligated to reimburse ID for work already performed unless ID is responsible for the termination.

6.6. In case of termination, ID may use the numbers assigned to Partner for other purposes or partners. Acquired rights or responsibilities of ID or Partner shall not be affected by the termination of the present Agreement.

6.7. ID may terminate individual numbers subject to a notice period of four weeks. The notice period for Partner depends on the agreed minimum contract duration of the relevant number.

### 7. Foreign currency and VAT

7.1 Should the exchange rate between the foreign currency and the EURO change at ID's expense during the period between when invoicing Partner and the date on which payment is actually made to Partner and this change is more than 2 % of the calculated mean (cf. 5.8), ID is entitled to further calculate this change to the Partner.

Should the exchange rate between the foreign currency and the EURO change at ID's expense during the period between when the network operator's/provider's invoice/credit was issued to ID and the date on which payment is actually made (money received in ID's account) and the respective network operator/provider recalculates the payment to ID, ID is entitled to further calculate this recalculation and/or corrected invoice/credit issued by the respective network operator/provider to the Partner.

To clarify, exchange rate fluctuations after the respective network operator/provider has issued an invoice/credit to ID which must then be recalculated by the former are therefore not borne at ID's expense. Exchange rate risks shall be borne by the Partner, in particular in the event of chargebacks for amounts already invoiced.

7.2. ID prices do not include country-specific VAT and are net of any applicable withholding tax. In case of

payments to foreign partners, disbursements will be passed on without applicable national VAT. The "zero arrangement" in accordance with Section 52 Paragraph 4 of the German Turnover Tax Implementing Regulation (UStDV) for other services shall apply; ID is fully authorized to deduct input tax. Should ID be refused the deduction of input tax because Partner's services were rendered to the user rather than ID, the customer shall refund the VAT invoiced in accordance with Section 238 of the German Tax Code (AO) plus interest at 6% per annum.

7.3. If Partner receives payments from ID that contain foreign VAT, Partner is required to pay VAT in his home country at the locally applicable rate, provided the end customer used Partner's services within the EU. Otherwise, Partner is required to pay local VAT as applicable in the country in which the end customer used Partner's services.

### 8. Suspension or blocking of numbers

8.1. ID shall have the right to suspend or block numbers if:

- Partner gives ID reason to terminate the present Agreement without notice. The right of termination shall not be affected by the suspension of services;
- ID's facilities, those of its vicarious agents, or public safety is endangered;
- ID needs to perform maintenance work on technical equipment that cannot be realized without an interruption of services;
- ID is required to comply with instructions or obligations imposed by authorities or courts that make the provision of the service numbers impermissible or impossible;
- Partner is in arrears on payments;
- Partner violates other significant terms of the present Agreement.

8.2. ID shall have the right to revoke the numbers assigned to Partner with a period of notice of eight days if the number is not publicized within three months of its assignment.