

## Special Terms & Conditions for foreign VAS-Numbers without disbursement

### 1. Subject matter of agreement

The services of next id GmbH (hereinafter referred to as "ID") consist of realizing service numbers to Partner without disbursement including, but not limited to, local service numbers, freephone numbers and/or shared-cost numbers (hereinafter referred to as "without disbursement" or "wD") within the networks of telecommunications providers in countries other than Germany, as well as collecting and routing incoming traffic from such wD service numbers to destinations specified by Partner (telecommunications services).

### 2. Terms for freephone numbers (0800)

ID may make the provision and activation of the freephone number(s) subject to the provision of a security deposit. The sales volume generated via the service number shall serve as an orientation for the amount of the deposit. The deposit required by ID shall not exceed the total sales volume of the previous three months. Regardless of the monthly sales, ID shall have the right to a security deposit of at least €10,000.00.

2.2. ID shall also have the right to request a security deposit while the agreement is in effect if the traffic generated by the freephone numbers increases significantly. This security deposit shall be based on the projected sales volume of the freephone numbers over the next two months. If Partner is not able to provide a security deposit within seven working days of the first request by transferring funds to an account specified by ID or by providing a directly enforceable guarantee, ID shall have the right to disable the service numbers without further warning until the deposit has been made. If Partner does not provide the security deposit within five working days of a second warning, ID shall have the right to terminate the agreement on the use of freephone numbers.

2.3. ID shall have the right to make use of the security deposit if telecommunications costs generated on the part of ID by the use of Partner's freephone number exceed the deposit by more than 5%, or if legitimate suspicion exists that the 0800 service number is being used fraudulently to the detriment of ID or a third party.

### 3. Provision of shared-cost numbers

3.1 ID and Partner will not arrange an advertising cost subsidy. Depending on the country-specific price list, a payment may be made when using a shared-cost number, however. Please refer to the relevant price list for details. Payments will not be made if provision has not been made for the remuneration of Partner.

3.2. Flexible routing in the intelligent network is available subject to a separate agreement with ID. For details of the additional costs, please refer to the ID price list.

### 4. Terms for local service numbers

4.1 The provision of local service numbers by ID may take up to 9 weeks unless Partner applies for a

number that ID can allocate from its current pool of numbers. An overview of the currently available numbers is available from ID on request.

4.2 Partner agrees that local service numbers shall not be used as local numbers as defined in currently applicable Federal Network Agency (BNetzA) regulations on the structure, design and allocation of local numbers, but rather as a value-added service numbers. The Skeleton Agreement for the performance of value-added services concluded by the Parties, ID's General Terms and Conditions for the realization of value-added service numbers and ID's service description for local service numbers shall apply mutatis mutandis to the provision of local service numbers, their scope of services and billing.

4.3 Partner is aware and agrees that local service numbers are provided solely as a destination for external calls in the ID network ID and cannot or may not be used for outgoing calls.

4.4 Subscriber numbers cannot be ported to ID for technical and operational reasons.

4.5 ID shall receive payment from Partner for the implementation of the local service numbers and related telecommunications services according to the price list agreed between the Parties.

4.6. ID shall have the right to offset the fees due to it with Partner's remuneration for the implementation of value-added numbers or other services.

### 5. Invoices and exchange rate

5.1. 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 5.3, the exchange rate specified 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.

5.2. 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.

5.3 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. 5.1), ID is entitled to further calculate this change 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

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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.

### **6. Right of termination for exceptional reasons**

6.1. ID has the right to revoke service numbers assigned to, but not used or publicized by Partner. Service numbers with less than 200 minutes of traffic per accounting month may be deemed as unused. In such cases, the agreement may be terminated in writing by either side with a period of notice of two weeks to the end of the month in derogation of ID's General Terms and Conditions.

6.2. ID may use the revoked service numbers at its own discretion; Partner shall not have the right to remuneration for traffic generated after the revocation of the number. ID shall inform Partner of the planned revocation of the service number and the time of revocation at least ten days in advance.

ID may also grant Partner the right to retain unused service numbers on request. The granting of such a right of use is subject to charges and requires a separate agreement between the Parties.