Version: **February 1st , 2023**

The Agreement is between Client and the CM.com entity identified in the Order Form. Unless expressly agreed otherwise, the Agreement will be governed by and interpreted according to the laws of the state or country identified in the table below without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. All disputes will be subject to the exclusive jurisdiction of the dispute forum identified below.

| **CM.com contracting entity and notices address** |
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| **Governing law** |
| **Dispute forum** |
| **CM.COM Netherlands B.V.**<br>Konijnenberg 24, 4825 BD Breda, the Netherlands.<br>VAT number: NL815652288B01<br>Coc number: 20123808<br><br>**CM.com International B.V.**<br>Konijnenberg 24, 4825 BD Breda, the Netherlands.<br>VAT: NL821640690B01 Coc number: 20163380 |
| Dutch |
| Competent court in Amsterdam, the Netherlands. |
| **CM.com Denmark A/S**<br>Sortedam Dossering 29, 5. th, 2200, København, Denmark.<br>VAT number: DK42857661<br>Coc number: 42857661 |
| Denmark |
| Competent court in Copenhagen, Denmark. |
| **CM Communication Platform & Technology, S.L.U.**<br>8th floor, Rambla de Catalunya 38, 8-1, 08007 Barcelona, Spain.<br>VAT number: ESB88586961<br>Coc number: B88586961 |
| Spain |
| Competent court in Madrid, Spain. |
| **CM Telecom France SAS**<br>250 bis Boulevard Saint-Germain, 75007 Paris, France.<br>VAT number: FR66802946715 |

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| Coc number: 802946715 |
| French |
| Competent court in Paris, France. |
| **CM Telecom Hong Kong Ltd.**<br>Unit 501, 5/F, Valley Centre, no. 80 - 82 Morrison Hill Road, Wan Chai, Hong Kong.<br>Coc number: 231683 |
| Hong Kong |
| Competent court in Hong Kong. |
| **CM Telecom Singapore Private Limited**<br>16 Raffles Quay, nr. 33-03 Hong Leong Building, Singapore 048581.<br>VAT & Coc number: 201936423E |
| Singapore |
| Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be in Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be in English. |
| **CM Telecom South Africa (Pty) Ltd**<br>237 Aloe Ridge 2, Stoneridge Drive, Greenstone Hill, Johannesburg Gauteng 1609, South Africa.<br>VAT number: 4650274337<br>Coc number: 2015/290821/07 |
| South Africa |
| The parties shall use their best efforts to settle the dispute by mediation. Upon written notice from any party to the other (the "Dispute Notice") the dispute shall be referred to a suitably qualified independent mediator, whose identity shall be agreed between the parties in writing, within 7 (seven) days of receipt of the Dispute Notice, and failing agreement as aforesaid, to a suitably qualified independent mediator appointed by the President for the time being of the Cape Law Society (or its successor body in the Western Cape). The mediator shall be an Africa Centre for Dispute Settlement accredited mediator. The mediation shall be held at a venue in Cape Town. The parties shall agree on the mediation procedure and failing agreement within 14 (fourteen) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then, the mediation shall take place in accordance with the United Nations Commission on International Trade Law Model Conciliation Rules in force at the time of the dispute. If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 (thirty) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be settled by arbitration in accordance with the following provisions: the arbitrator shall, if the dispute is agreed in writing by the parties to be: primarily an accounting matter, be an independent practicing accountant of not less than 10 (ten) years' standing as such; primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practicing senior counsel; any other matter, be a suitably qualified independent person, agreed upon in writing by the parties; provided that if the parties do not, within 14 (fourteen) days of the 30-day period contemplated in clause 16.5 agree in writing as to the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Registrar of the Arbitration Foundation of Southern Africa upon request by any party to make such appointment; the arbitration shall be held at a venue in Cape Town and shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa; immediately |

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| after the arbitrator has been appointed, any party shall be entitled to call upon the arbitrator to fix a date and place when and where to meet with the arbitrator to settle the manner in which the arbitration proceedings will be held; subject to the clause above any order or award that may be made by the arbitrator: shall be final and binding; shall be carried into effect; and may be made an order of any competent court. Nothing in this section shall preclude any party from seeking interim and/or urgent relief from a court of competent jurisdiction. |
| **CM Telecom UK Ltd.**<br>175 High St, Tonbridge, TN9 1BX, United Kingdom.<br>VAT number: GB138342417<br>Coc number: 08141550 |
| England and Wales |
| Competent court in London, England and Wales. |
| **CM.com Belgium N.V.**<br>Stationsstraat 100, 2800 Mechelen, Belgium.<br>VAT number: BE0472759588<br>Coc number: 472759588 |
| Belgium |
| Competent court in Brussels, Belgium. |
| **CM.com Brasil Ltda**<br>Av. Barão de Itapura, 2323 - 8° andar - Taquaral, Campinas - SP, 13073-300, Brazil.<br>Coc number: 44.287.836/001-94 |
| Brazil |
| Competent court in Sao Paulo, Brazil. |
| **CM.com Germany GmbH**<br>Unter den Linden 24, 10117, Berlin, Germany.<br>VAT number: DE298052829<br>Coc number: HRB 13092 |
| German Federal Republic law |
| Notwithstanding the possibility of appeal - be submitted to the competent court in Frankfurt if the Client is classified as a merchant ("Kaufmann"), he concludes this Agreement as part of his professional activities, the Client is an institution of public law or a special fund under public law. |
| **CM.com Italy S.r.l.**<br>Via del Lauro, 9, 20121 Milan, Italy.<br>VAT number: IT11506110961<br>Coc number: 2608080 |
| Italy |
| Competent court in Milan, Italy. |
| **CM.com Japan K.K.**<br>4-3-5 704 Ebisu, Shibuya-ku, 150-0013 Tokyo, Japan.<br>VAT number: 4011001121020 |

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| Coc number: 0110-01-121020 |
| Japan |
| Competent court in Tokyo, Japan. |
| **CM.com US Inc.**<br>50 Leavenworth Street, Waterbury 06704, Connecticus, United States of America.<br>Coc number: 7734319 |
| State of New York, USA |
| Competent court in State of New York, USA. |
| **CMCOM TURKEY ELEKTRONIK**<br>HABERLEWIE LIMITED SIRKETI Maslak Mahallesi Maslak Meydan Sk. Beby Giz Plaza A, Blok Apt. no: 1-99, Sariyer/Istanbul, Turkey.<br>VAT number: TR2111266107<br>Coc number: 10898352 |
| Republic of Turkey |
| Competent court in Istanbul, Caglayan (Central), Turkey. |
| **Communication Platform India Private Limited**<br>198, 2nd Floor, CMH Road, Indiranagar, Bangalore, 560038, India.<br>VAT number: 29AAJCC2024Q1ZA<br>Coc number: U72900KA2020FTC142667 |
| India |
| Competent court in Bangalore, India. |