

LEAD PROVIDER CONTRACT

Between:

PROXIMUS LUXEMBOURG S.A., established and having its registered office at L-8070 BERTRANGE, 18 rue du Puits Romain, registered with the Luxembourg Trade and Companies Registry under number B-19.669

Hereinafter referred to as "PROXIMUS" or "Proximus Luxembourg".

And

[Lead Provider Name]_____,
[Lead Provider's status, e.g., an individual or a company]_____,
having its address at [Full Address]_____,
[RCS number in case of a company]_____,
[contact telephone number]_____,
[email address]_____
(hereinafter referred to as the "Lead Provider"),

Hereinafter together referred to as the "Parties".

PREAMBLE

PROXIMUS sells fixed, Internet and mobile telecommunications products and services in the Grand Duchy of Luxembourg; and sells ICT products and services (Hosting, Housing, Network and Systems Infrastructure, Connectivity, Security, etc.)

The Lead Provider's activity will include the generation of projects for PROXIMUS for companies with between 10 and 250 employees and registered in the Luxembourg Trade and Companies Register.

Considering that the Lead Provider agrees to provide PROXIMUS with commercial projects as described in this contract (hereinafter the "Contract" or the "Agreement");

Considering that the Parties have the capacity and quality to exercise all the rights required for the conclusion and execution of the present Contract;

Considering that the Parties wish to confirm their agreement in writing.

AS A RESULT OF THE FOREGOING, THE PARTIES SET FORTH AND AGREE AS FOLLOWS.

Article 1 - Purpose

The Parties undertake to collaborate in order to promote and generate projects on behalf of PROXIMUS.

The Lead Provider shall present itself as an intermediary with its clients or acquaintances and shall under no circumstances rely on a marketing mandate in the name and on behalf of PROXIMUS.

The Lead Provider provides a service in accordance with the brand image of PROXIMUS by meeting its requirements and expectations in terms of efficiency and competence and this in strict compliance with the procedures indicated by PROXIMUS.

The Lead Provider shall act in its own name on behalf of PROXIMUS, within the limits of this Agreement, while maintaining its autonomy.

The purpose of this Agreement is to define the terms and conditions under which the Lead Provider undertakes to introduce potential clients to PROXIMUS with a view to the conclusion of Mobile contracts of minimum 10 (ten) lines between PROXIMUS and said clients.

Article 2 - Obligations of the Parties

2.1. The Lead Provider

The Lead Provider undertakes to introduce potential clients to PROXIMUS with a view to the conclusion of contracts of minimum ten (10) mobile lines between PROXIMUS and said clients. Mobile services like M2M, PAYU and VPN offers are excluded from this contract. PROXIMUS may, at its sole discretion, refuse the right to grant any commission to the Lead Provider depending on the services subscribed to by the client.

To do this, the Lead Provider will provide and send to websitecontactform@telindus.lu a signed copy of this agreement.

The Lead provider should obtain the potential customer consent regarding the disclosure of their contact details information to PROXIMUS.

The Lead Provider agrees to act professionally and diligently in the performance of its obligations under this Agreement and to comply with all applicable laws and regulations.

2.2. PROXIMUS

2.2.1 PROXIMUS accepts, if requested, to provide initial information to the Lead Provider on products and services, and on the procedures and formalities to be followed.

2.2.2 It is expressly agreed between the Parties that PROXIMUS reserves the right to refuse a project. At the express request of the Lead Provider, PROXIMUS undertakes to communicate, in writing, the decision and the reason for non-acceptance of the project. In this case, no commission may be paid to the Lead Provider.

For any request and information, PROXIMUS undertakes to support the Lead Provider through the contact email address: websitecontactform@telindus.lu

2.3. Mutual obligations

2.3.1 The relationship between the Parties is governed by an obligation of loyalty and a reciprocal duty of information.

2.3.2 Anti-bribery. Each of the Parties hereto agrees to comply with any Anti-Bribery Laws and Regulations and that it will not, in connection with this agreement or its performance hereunder, directly or indirectly offer, pay, promise to pay or authorize the payment of any money or thing of value to any government official or to any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any person for the purpose of: (i) influencing any act or decision of such person, or (ii) inducing such person to use their influence with any government, instrumentality or any company thereof to affect or influence any act or decision of such government, instrumentality or company, in order to assist PROXIMUS or the Lead Provider in obtaining or retaining business, or directing business to any other party.

As used in the present article, the term "government official" means any officer or employee of any foreign government or any department, agency, instrumentality or wholly-owned corporation thereof, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality or wholly-owned corporation thereof, or any candidate for political office.

The Lead Provider agrees to notify PROXIMUS immediately of any extortive solicitation, demand or other request for anything of value, by or on behalf of any individual, government official, employee of any government, company or employee of a company and directed to itself or to PROXIMUS and related to the mobile contract to be signed.

If the Lead Provider violates any provision of this article, this agreement shall be immediately terminated without indemnification of any sort in favour of the Lead Provider.

- 2.3.2. In the common interest of the Parties, they undertake to consult each other at regular intervals to inform each other of the prospects and difficulties encountered in the performance of this Agreement.

Article 3 - Mission of the Lead Provider

The promotion of PROXIMUS by the Lead Provider will generate projects that will be proposed to PROXIMUS.

A project proposed by the Lead Provider and converted into a sale by PROXIMUS will result in the payment of a commission to the Lead Provider.

The Lead Provider will manage his business and affairs under his sole responsibility and at his sole risk.

In any event, it is the responsibility of the Lead Provider to personally ascertain the appropriateness and feasibility of any investment measure or expense before carrying them out, even at the request or on the advice of PROXIMUS, whose liability may under no circumstances be sought for any consequences that may result for it.

Article 4 - Commissions

4.1. Terms of the commissions to be paid to the Lead Provider

- 4.1.1 The Lead Provider will receive a commission per sale made by PROXIMUS for which the Lead Provider was the initiator, provided that the conditions under which such sale was made comply with the provisions of this Agreement and its annexes.
- 4.1.2 PROXIMUS grant(s) to the Lead Provider agreed commissions. The amounts of commissions in effect at the time of signing this Agreement are set out in Appendix 1.
- 4.1.3 PROXIMUS reserves the right to adjust the amount of commissions in any circumstances upon prior notification of one (1) week to the Lead Provider.

4.2. Payment of commissions.

- 4.2.1 No commission is due to the Lead Provider for projects not validated by PROXIMUS.
- 4.2.2 Similarly, the amount of commissions shall not be due in the event of a breach by the Lead Provider of its obligations under this Agreement. PROXIMUS reserves the right to proceed to any compensation in the event of damage suffered by it, due to breaches by the Lead Provider.
- 4.2.3 Any payment will be carried out on the basis of a statement drawn up by PROXIMUS and submitted to the Lead Provider on request.

Article 5 - Respect and enhancement of the PROXIMUS brand

5.1. Respect of the PROXIMUS brand and all associated brands

- 5.1.1 PROXIMUS remains the owner of the trademarks, names, acronyms, logos, graphics and symbols under which it distributes its products and services.
- 5.1.2 The Lead Provider shall refrain from including them in its corporate or commercial name.
- 5.1.3 In general, the Lead Provider may not use the trademarks, names, logos, acronyms, graphics, symbols or the brand image of PROXIMUS without the written consent of the latter, failing which it may be held liable and may be liable for substantial damages.
- 5.1.4 Similarly, PROXIMUS may not use the name, logo or brand image of the Lead Provider without the written consent of the Lead Provider, subject to the same conditions as above.

Article 6 - Advertising and promotional actions

- 6.1 No promotional action in connection with the PROXIMUS products, of any kind, may be undertaken at the initiative of the Lead Provider without the prior written consent of PROXIMUS.
- 6.2 The use of the PROXIMUS brand (including Tango and Telindus) or one of its products in Lead Provider's advertisements requires written consent from PROXIMUS. In case of acceptance, the respective protected logos to the advertised products will be provided by PROXIMUS. In any event, the Lead Provider shall ensure that it undertakes advertising and promotional actions in all respects in accordance with the regulations in force and the agreements concluded with PROXIMUS and shall assume alone the consequences of illegal advertising. PROXIMUS may request the Lead Provider to immediately rectify or delete any advertising and promotional action likely to affect or deemed as such by PROXIMUS the image of the latter and/or the brand image of the products commercialized by PROXIMUS.
- 6.3 The Lead Provider undertakes to ensure compliance with these obligations by any natural or legal person involved, after express authorisation by PROXIMUS, directly and/or indirectly in the participation in advertising and promotional campaigns.
- 6.4 The obligations imposed by PROXIMUS on the Lead Provider with respect to this Article 6 are reciprocally imposed to PROXIMUS.

Article 7- Confidentiality

- 7.1 Any information exchanged between PROXIMUS and the Lead Provider must be treated with the strictest confidentiality and may not be used for any purpose other than those set out in this Agreement.
- 7.2 Without the prior written consent of PROXIMUS, the Lead Provider shall consequently refrain from reproducing, disclosing and/or disseminating to a third party the information and data of any kind communicated by PROXIMUS in the context of the performance of this Agreement

and in particular those contained in the technical and commercial documentation relating to PROXIMUS products and services.

- 7.3 The Parties acknowledge that the collection, processing and transmission of customers' personal data is governed in particular by Luxembourg and European provisions on the transfer of personal data. They will take the necessary measures to comply with them.
- 7.4 All information received by the Lead Provider, directly or indirectly, concerning the rights of PROXIMUS as well as the configuration and development of the system, etc., by the operating manuals and by any written, oral or other communication, shall be considered, individually and as a whole, as valuable business secrets of PROXIMUS.

During the term of the Contract and after its termination, the Lead Provider undertakes not to disclose to any third party the information referred to above. The Lead Provider will take reasonable measures to prevent third parties from accessing PROXIMUS' trade secrets.

The obligation of secrecy set out above also covers this Agreement and its other constituent elements. However, communications to third parties who are themselves bound by professional secrecy, such as advisers, financial institutions, insurance companies and competent bodies/powers within the framework of the obligation of ordinary information, are authorised.

Article 8 - Duration

- 8.1 This Agreement shall come into force on the date of its last signature.
- 8.2 This Agreement is concluded for the duration of the action "Rejoignez notre programme" as published on the Telindus Website, telindus.lu. At the time of signature, this action is set to expire on the 31st of August. However, this date can be modified at the sole discretion of PROXIMUS.

Article 9 – Termination of the Contract

- 9.1 This Agreement is terminated automatically at the end of his duration as mentioned in article 8 here above.
- 9.2 Each Party may terminate this Agreement with immediate effect by sending a written notice to the other Party.
- 9.3 Effects of termination: the Parties agree that the provisions of articles 5, 6 and 7 of this Agreement shall survive termination of the Agreement for a period of three (3) years after termination.

Article 10 - Miscellaneous

10.1. Appendices

The Annexe(s) to this Agreement form an integral part of it and cannot be dissociated from it.

10.2. Promise of respect

The Parties undertake to ensure that their employees, officers and signatories to this Agreement comply with the commitments and obligations entered into under this Agreement.

10.3. Renunciation

If one of the Parties to this Agreement does not exercise a right granted to it by this Agreement, or grants a grace period to the other party or temporarily shows a benevolent attitude towards a contractual breach by its contracting partner, this party shall not be deemed to have waived its rights for the future and shall therefore retain their full and complete exercise.

10.4. Partial nullity

10.4.1 In the event that one or more clauses of this Agreement are declared null and void, illegal or inapplicable by a court decision that has become final, this decision shall not affect all the other clauses of this Agreement that shall remain valid and applicable between the Parties.

10.4.2. In such a case, the Parties undertake to negotiate and find, without delay, a valid provision that is as close as possible to the intended content of the ineffective provision.

10.5. Amendments to this Agreement

10.5.1 Any modification of the terms and conditions of this Agreement may only be made in writing.

10.5.2 PROXIMUS shall only be validly committed to the Lead Provider in writing and by its corporate officers and/or a person legally authorized for this purpose.

10.6. Assignment

10.6.1 This Agreement is signed *intuiti personae* and the rights hereunder may not be transferred or assigned by a party to any other person.

10.6.2 The parties shall inform each other as soon as possible by registered letter with acknowledgement of receipt of any change in the structure of their company likely to have an impact on the relations between the Parties and the application of this Contract and its annexes.

10.7 Processing of personal data

PROXIMUS will process personal data in compliance with the provisions of the General Data Protection Regulation (GDPR) and any applicable national legislation on the protection of personal data.

The Lead Provider accepts the processing of his personal data that is strictly necessary for the proper execution of the present Agreement, including but not limited to the identity and

contact details of the natural person representing the Lead Provider, as well as bank details if necessary.

The Lead Provider can find all the individual rights granted by the GDPR to natural persons whose data is processed by PROXIMUS at the following link: <https://www.telindus.lu/en/data-protection>

10.8. Applicable law and competent court

Any dispute that has arisen or may arise between the Parties relating to the validity, application, interpretation, performance and/or termination of this Agreement and its consequences shall be governed by Luxembourg law and shall be brought before the Tribunal d'Arrondissement of and in Luxembourg City sitting in commercial matters.

Annexes: the annexes form an integral part of this Agreement.

1. Commissions

For the Lead Provider

Name :

Title :

Date : _____

Signature

1. Conditions of obtaining

The Lead Provider will receive a commission for lead generation for PROXIMUS provided that a contract of minimum ten (10) mobile lines is signed by the end customer within the next 3 months after the lead details were provided and for a minimum period of commitment of 24 months and therefore converted into a sale, and provided that the conditions under which this sale was concluded comply with the provisions of this Agreement and the procedures transmitted by PROXIMUS. It is the customer's signature and therefore the sale of the project that triggers the right to commission.

The commission might be awarded to the first Lead Provider who registers the opportunity through the designated form on the Telindus website.

2. Amount of commissions

One lead converted into a contract of minimum ten (10) mobiles lines with a minimum commitment of 24 months gives the right to get one (1) of the following remunerations:

- Iphone 128GB (Midnight)*
- Samsung S23 256GB (Black)*
- 11-inch iPad Pro WiFi+Cell 128G -Space Grey (gen 3)*
- 500€ paid on bank account :

*The Lead Provider might choose these options at the discretion of PROXIMUS and depending on the availability in the stocks.

Example:

Mister A detected that Company B might be interested in changing their mobile providers. Mister A got the authorization to share the Company B details with PROXIMUS.

Mister A will go under the action "Rejoignez notre programme" available on Telindus Website.

1. Mister A will download from that page the lead provider contract, sign it and send it to websitecontactform@telindus.lu.
2. Mister A will fill in the form available under the web page with the Company B details

Mister A will receive a call from PROXIMUS to confirm he had the approval from Company B to be contacted.

PROXIMUS will contact Company B to define the Mobile Telephony needs of Company B and will send them a quote.

If Company B signs a contract with all the conditions described in this contract, PROXIMUS will contact Mister A to inform him and grant him his commission.

3. Exclusion

Are excluded from this agreement:

- Mobile M2M offers
- Mobile PAYU offers
- VPN Service
- Contract with less than 10 mobile lines
- Non-mobile offers.

No remuneration will be given for contracts signed for the aforementioned offers.

4. Payment of the Commissions.

PROXIMUS undertakes to provide the Lead Provider with a statement detailing the sales of the products and services sold and any contracts that have been concluded. In the event of disagreement between the Parties on the statement transmitted by PROXIMUS, it is up to the Lead Provider to justify (with supporting document) the disputed elements of its statement.

Within 30 days of sending the first invoice to the final customer, the corresponding commission will be given or paid to the Lead Provider.

Lead Provider Account n° _____

At : _____

5. Review of Commissions.

PROXIMUS reserve the right to make any compensation in the event of damage suffered by the latter due to the Lead Provider's failure to fulfil its obligations under the contract and this Appendix. PROXIMUS grant(s) to the Lead Provider agreed commissions according to the different tariff formulas, subscriptions or projects according to the terms and for the amounts determined herein.

PROXIMUS reserve the right to adjust the amount of commissions and undertakes to forward its adjustments to the Lead Provider upon reasonable notice. The terms of the commissions are negotiated by mutual agreement between the Parties annually. Failing agreement, the commissions defined the previous year will continue to apply.