

GENERAL AGREEMENT FOR THE PROVISION OF ELECTRONIC COMMUNICATION SERVICES

This Business Services Agreement (this “Agreement”) is made as of DATE (the “Effective Date”), by and between **REDMAX TECHNOLOGIES LTD** (“REDMAX”) a company organized and existing under the laws of the Republic of Cyprus (Reg.Num: HE377791) having a business address at 12 Ergatikotitas Str., Lakatamia Industrial Area, 2326, Nicosia, Cyprus and **COMPANY** a company organized and existing under the laws of the Republic of Cyprus (Reg.Num:) XXXXX having a business address XXXXX (“CUSTOMER”), (the “CUSTOMER” and “REDMAX” collectively referred to hereinafter as the “Parties” and individually, a “Party”).

WHEREAS, REDMAX provides networking/telecommunication services, and

WHEREAS, CUSTOMER has requested REDMAX to provide to the CUSTOMER the services described in the individual Service Order Agreements that REDMAX and the CUSTOMER agree upon (hereinafter referred to as “the Services”) pursuant to the terms and conditions provided hereof,

NOW, THEREFORE, in consideration of the premises, terms, and agreements contained herein, the Parties agree as follows:

1. **SERVICES**

- REDMAX agrees to provide the CUSTOMER the Services which shall, as far as commercially practicable, be offered on a 24-hour per day basis, 7 days a week.
- The Services are described separately in Service Order Agreement documents that will be agreed between REDMAX and the CUSTOMER.
- REDMAX will start invoicing the CUSTOMER for the Services within five (5) working days from the Official Start Date (as defined in clause 2 herein below).

2. **TERM: RENEWAL**

The term of this Agreement shall commence separately for each service that the CUSTOMER purchases from REDMAX on the date on which REDMAX will inform CUSTOMER in writing that the Delivery stage has ended and the Services can now be delivered. The Official Start Date shall commence either on the date the Customer provides its acceptance in writing or after 5 working days from the date REDMAX informed the Customer that the Services can be delivered (“Official Start Date”). The Agreement shall be valid for a period of time as described in the

separate Service Order Agreement documents (Duration in part “Order Information”) as from the Official Start Date (the “Initial Period”) and then it will automatically be renewed on a monthly basis

(the “Renewal Period”) thereafter under the same terms and conditions unless otherwise agreed between the Parties in writing.

3. CHARGES, PAYMENT and DISPUTES

3.1 REDMAX will start charging the CUSTOMER with the monthly fees set forth in part “Services/Charges” of the separate Service Order Agreement documents (the “Monthly Fees”) within five (5) working days from the Official Start Date and pre-invoice every first (1st) of each calendar month. Upon issuance of a valid invoice which shall be payable by the CUSTOMER via DIRECT DEBIT and/or SEPA DIRECT DEBIT and/or Bank Transfer and/or Electronic Transfer and/or cash deposit whichever applicable not later than thirty (30) days from the date of issuance thereof.

3.2 The Monthly Fees are exclusive of value added tax, which shall be assumed and paid promptly when due by CUSTOMER.

4. RESPONSIBILITY OF CUSTOMER

4.1 CUSTOMER shall be solely responsible for providing, at its own cost and expense, its respective facilities, software and equipment located within the location that are required to enable connectivity to the Services. CUSTOMER shall also be solely responsible for the installation, operation and maintenance of such equipment, software and facilities in the location.

4.2 In instances the CUSTOMER has power backup systems installed at the location is obliged to provide access to REDMAX for the latter to connect its CPE (“Customer Premises Equipment”).

5. LIMITATION OF LIABILITY

5.1 REDMAX is liable for all kind of technical problems related to service providing to the Customer according to the Service Level Agreement terms and conditions, which is part of Telecommunication Service Agreement (TSA). In no event shall either Party be responsible to the other Party or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, whether the responsible party has been advised of the possibility of such damages and regardless of the form of action whether in contract, warranty, strict liability, tort or other forms of action.

- 5.2 Should the performance of this Agreement or any obligation under it be prevented or restricted or interfered with by reason of circumstances beyond the control of the parties (including, but not limited to, legislative restrictions), the party so effected upon giving 30 days' notice to the other party shall be excused from performance to the extent

of the prevention, restriction, or interference but said party shall use its best efforts to avoid or remove such causes of non-performance under this Agreement. The provisions of this Section 5.2 shall not apply to payments due for Services rendered prior to, or despite of, the prevention, restriction or interference.

6. WARRANTIES

REDMAX warrants that:

- it has the full power and authority to enter into this Agreement.
- it has obtained all necessary licenses, consents, permits and agreements required for the provision of the Services.
- the use of the Services by the CUSTOMER as permitted by this Agreement shall not infringe any third party Intellectual Property Rights.

7. INDEMNIFICATION

Each Party will indemnify, defend, and hold harmless the other party against all loss, damage or expense of any kind, including attorneys' fees and costs of litigation, arising from claims of a third party (including claims, assertions and investigations of a governmental agency), which claims arise in whole or part from (i) the negligence or willful misconduct of such party, its employees, or agents, or (ii) the breach of an obligation of such party under this Agreement. In the event a party becomes aware of a claim described in this section for which it may seek indemnification (the "Indemnified Party"), the Indemnified Party will promptly give the other party (the "Indemnifying Party") notice of the claim and permit the Indemnifying Party to assume the defense of the claim. The Indemnified Party will cooperate fully in defense of the claim, and the Indemnifying Party will pay the Indemnified Party's costs and expenses as incurred. The Indemnifying Party will have no liability under this section unless the Indemnified Party has complied with its obligations under this section.

8. CONFIDENTIALITY STATEMENT

Each Party agrees to maintain, in strict confidence, all plans, designs, drawings, trade secrets, business, and other proprietary information of the other party (“Confidential Information”), which is disclosed pursuant to this Agreement. The parties understand and agree that the terms and conditions of this Agreement and all documents referenced herein are confidential and shall not be disclosed by either party to any party other than the directors, officers, employees, and affiliates of each party (“Agents”), who have a need to know the same and have agreed to nondisclosure terms similar to the terms and conditions hereof. Violation by either party or its Agents, of the foregoing provision shall entitle the other party to an injunction or restraining order. Notwithstanding any of the above said, the following shall not be considered “Confidential Information”: (a) information that is or becomes in the public domain, other than as a result of a breach by the receiving party; (b) information that can be demonstrated by documentary evidence to have been known to the receiving party at the time of disclosure with no obligation of confidentiality or limitation on use towards the disclosing party; (c) information that becomes known to the receiving party from a source other than the disclosing party and/or its affiliates, as demonstrated by appropriate documentation, without breach of any obligation of confidence by the receiving party or by the party disclosing such information to the receiving party; and (d) information that is independently developed by the receiving party without access to such information, as demonstrated by written documentation. Both parties shall be permitted to disclose the terms of this Agreement to its accountants and attorneys for legitimate business purposes. Disclosure of Confidential Information by the receiving party if and only to the extent it is compelled to do so pursuant to a validly issued subpoena by judicial, regulatory or administrative order or decree shall not be deemed a breach hereunder provided that the receiving party shall notify the disclosing party immediately after demand for disclosure was presented to it, and shall assist the disclosing party, to a reasonable extent and upon reimbursement of reasonable expenses, in objecting to such demand. Remedies stated in this paragraph are in addition to, and not exclusive of, other remedies available at law or in equity. The restrictions and obligations imposed by this section of the Agreement shall continue in force and effect for a period of three (3) year from the date of disclosure by both Parties.

9. DATA PROTECTION

The Parties acknowledge and agree that for the purposes of this agreement and/or co-operation, each Party acts as Data Controller in their own right and is responsible for compliance with all obligations and duties under applicable Data Protection Laws in respect of any Personal Data which they may process in delivery or receipt of the services. Any personal data included in or relating to this agreement and/or co-operation shall be processed in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (EU General Data Protection Regulation)) and to any local law on data protection of individuals. Both parties shall fully comply with the requirements of the aforementioned data protection legislation.

10. EARLY TERMINATION OR SUSPENSION

CUSTOMER may terminate the Agreement forthwith at any time upon:

1. Any breach by REDMAX of any material provision of the Agreement continuing for thirty (30) days after the receipt of notice thereof
2. Any specific additional term mentioned in the Service Order Agreement
3. At any time and for any reason, by giving REDMAX one (1) month written notice during the Initial Period and/or by giving REDMAX one (1) month written notice during any Renewal Period.

The penalties for early terminations for reasons covered by point (3) above will be the amount of the remaining monthly fees until the end of the initial period or any renewal period as regards the Service Order Agreements in force.

In case of termination of service that includes a circuit that is sub-leased from any REDMAX partner in the behalf of the customer (i.e. a local loop service in a foreign country) and which consists a part of the end-to-end service offered by REDMAX to the customer additional early termination fees may apply according to the terms and conditions of the sub-leased circuit.

REDMAX may terminate the Agreement forthwith or withdraw or suspend Service(s) hereunder at any time upon:

- a. Any failure of CUSTOMER to pay Monthly Fees in accordance with the Agreement which was not cured for thirty (30) days after the receipt of notice thereof.

- b. Any breach by CUSTOMER of any material provision of the Agreement, other than those related to payment of the Monthly Fees, continuing for thirty (30) days after the receipt of notice thereof, or
- c. If CUSTOMER ceases to do business or is subject to an involuntary bankruptcy proceeding initiated by Customer's creditors.

Any termination of this Agreement shall not relieve the CUSTOMER of its obligation to pay any charges incurred hereunder prior to such termination.

11. FORCE MAJEURE

Notwithstanding anything to the contrary, neither party shall be liable to the other or any other person or entity for loss or damage, or be deemed to be in breach of this Agreement for failure of performance, wholly or in part, under this Agreement if such non-performance is due to causes beyond that party's reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm, or other natural occurrences; any law, order, regulation, direction, action or request of the Republic of Cyprus government, or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more of such governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; strikes, lockouts, work stoppages or other such labor difficulties; or any act or omission of any other person or entity. Any delay resulting therefrom shall extend performance accordingly or excuse performance of such party, in whole or in part. In case of Force Majeure, either Party shall have the right to terminate the Agreement by giving 14 days written notice to the other party.

12. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Either Party shall not assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, which will not be unreasonably withheld or delayed.

13. WAIVER

The delay or failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to exercise any remedy provided herein, the waiver of any term or condition of this Agreement, or the granting of an extension of any time for performance shall not constitute the permanent waiver of any term, condition, or remedy of or under this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect unless and until modified as provided herein.

14. NOTICES

All notices required by this Agreement shall be in writing and shall be addressed to each party at the address on the signature page of this Agreement. It is understood that email notices shall also be deemed as received if sent to the email address specified below.

Customer

Name:

Address:

Tel:

Fax:

Email:

Redmax Technologies Ltd.

Name: Redmax Sales Manager

Address: Giannou Kranidioti 193 12, Latsia, 2234, Nicosia, Cyprus

Email: sales@redmaxtech.com

15. SURVIVAL

The covenants and agreements of the parties contained in Sections 5 (Limitation of Liability), 7 (Indemnification), 8 (Confidentiality) and 9 (Data Protection) of this Agreement shall survive any termination of this Agreement.

16. SEVERABILITY

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

17. HEADINGS

Headings contained herein are provided for convenience and reference only. They in no way affect or limit the interpretation, contents, or terms of this Agreement.

18. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the Republic of Cyprus, without reference to conflicts of laws principles and the Parties hereby consent to the absolute jurisdiction of Cyprus courts with respect to any dispute, controversy or other matter relating to or arising out of this Agreement.

19. COUNTERPARTS

This Agreement may be executed in counterparts and duplicate originals and shall be effective on the Effective Date. Each of such counterparts shall, for all purposes, be deemed to be an original but all together only one Agreement.

20. THIRD PARTIES

Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the transactions contemplated hereby shall create any rights in, or be deemed to have been executed for the benefit of, any person or entity that is not a party hereto or a successor or permitted assign of a party hereto.

21. ADDITIONAL PROVISION

21.1 Nothing herein shall be construed as conveying any interest in any property of REDMAX, and CUSTOMER shall not represent that such conveyance has occurred.

21.2 Nothing herein shall be construed as conveying any interest in any property of CUSTOMER, and REDMAX shall not represent that such conveyance has occurred.

21.3 The provision of Services by REDMAX is subject to the condition that the services will not be used for any unlawful purposes.

22. **ENTIRE AGREEMENT.**

The terms of this Agreement, along with the following Attachments:

Attachment A: Service Order Agreement (SOA)

Attachment B: Service Level Agreement (SLA)

Represents the entire understanding between the Parties in relation to the matters dealt with herein and supersedes all previous covenants and representations made between the Parties, whether oral or written.

However, it is understood and agreed between the Parties herein that in case of any conflict between the terms of this Agreement and the Attachments, the terms of this Agreement shall prevail.

This Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each Party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

For Customer

By: _____
Signature

Name:

Title:

Date:

For Redmax Technologies Ltd

By: _____
Signature

Name:

Title:

Date:

WITNESSES

Name

Signature

1.

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2.

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