



AGREEMENT

for the supply of M2M/IoT mobile communications services

This agreement is made on the 16/02/2023 ("Effective Date") by and between **1NCE GmbH**, Sternengasse 14-16, 50676 Cologne, Germany (hereinafter "1NCE") and **R.E.M. S.R.L.**, Via Ferruccia 16/A, 03010 Patrica (FR), Italy (hereinafter "Customer"). 1NCE and the Customer are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

- 1NCE provides mobile communications services for machine-to-machine ("M2M") and Internet of Things ("IoT") applications and related services to enterprise customers.
- The Customer is an Enterprise Customer and carries out industrial activities in the field of the IoT.

NOW THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1 SUBJECT OF THE AGREEMENT

The subject of this agreement is the provision of mobile communications services for machine-to-machine ("M2M") and Internet of Things ("IoT") applications and related services by 1NCE (collectively the "Services") as set forth in this agreement, and the latest version of the [General Terms and Conditions of 1NCE GmbH for M2M/IoT mobile communications services](#) ("GTC")¹ and the [Service Description](#) ("Service Description") applicable at the time of each order (hereinafter "Agreement").

2 TARIFF(S)

2.1 The Parties agree on the following bespoke Tariff(s):

¹ The current version of the GTC can also be found under: <https://1nce.com/en-eu/terms-conditions>.



Tariff ID (if applicable)	Lifetime in months per IoT SIM	Data volume per IoT SIM in MB	SMS volume per IoT SIM	IoT SIM type [IoT SIM Card Business or IoT SIM Chip Industrial]	Price per IoT SIM Card Business or IoT SIM Chip Industrial	Minimum order quantity (YES/NO)	Additional Quota (top up) in EUR per IoT SIM
1112	120	3000	250	IoT SIM Card Business	EUR 30,00	NO	EUR 30,00

- 2.2 The stipulated price in Section 2.1 is in Euro net. The Customer intends to purchase a total number of 15 IoT SIMs of Tariff 1112 by 31/12/2023 at the latest.
- 2.3 The Lifetime of the respective IoT SIM begins three months after the day on which 1NCE dispatches the IoT SIM to the Customer. The initial activation of the IoT SIM takes place before the IoT SIM is sent out to the Customer; the IoT SIM, in particular the data and SMS volume ordered, can therefore be used from the moment of receipt by the Customer.

3 PAYMENT TERMS

- 3.1 Section 5.2 of the GTC shall be applicable.

4 TERM AND TERMINATION

- 4.1 This Agreement shall come into force at the Effective Date and remains in force for an indefinite period unless terminated by either Party by giving the other Party a six (6) months' notice period.
- 4.2 The termination of this Agreement shall not affect any order the Customer has previously placed which is based on the conditions set forth in this Agreement. Obligations concerning outstanding orders and/or invoices will survive the termination of this Agreement. Any terms and conditions of this Agreement which by nature are intended to survive termination shall continue indefinitely.

5 CONFIDENTIALITY

Section 10 of the GTC shall apply accordingly to this Agreement.



6 GOVERNING LAW AND JURISDICTION

Sections 13.4 and 13.5 of the GTC shall apply accordingly to this Agreement.

7 HIERARCHY OF DOCUMENTS

- 7.1 Unless explicitly otherwise agreed in this Agreement, the provisions of the GTC and the Service Description shall apply in all other respects.
- 7.2 In the event of any conflict between the terms of this Agreement, the GTC and the Service Description, the order of precedence is as follows: (i) the terms of this Agreement and (ii) the GTC and the Service Description.

8 FINAL PROVISIONS

- 8.1 The Parties agree that this Agreement, amendments thereto or other documents referring to this Agreement may be signed only in writing or by using electronic signatures. A qualified signature in accordance with Regulation (EU) No. 910/2014 is not required. This requirement may in turn be waived only either by written agreement or an agreement with an electronic signature.
- 8.2 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof; no side agreements have been entered into. This Agreement supersedes all prior agreements and understandings with respect to its subject matter.
- 8.3 Except as expressly set forth in this Agreement or permitted under mandatory law, the Customer may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of 1NCE. 1NCE may, without the consent of the Customer, assign the rights and obligations under this Agreement or any order which is based on it, in whole or in part to its affiliate companies.
- 8.4 Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The same shall apply if the Parties have failed to address a certain matter in this Agreement. The invalid or unenforceable provision shall be deemed to be substituted by, and the Parties shall be deemed to have agreed upon, a suitable and equitable provision which, to the extent legally permissible, comes closest to the purpose of the invalid or enforceable provision or to the presumed intent of the Parties had they considered the matter.

[SIGNATURE PAGE FOLLOWS]



Signatures

On behalf of **1NCE**

Signature: DocuSigned by:
Ivo Rook
E8A924AAD7A14C2...

Print Name: Ivo Rook

Title: COO

Date: 13-Mar-23 | 14:31 CET

Signature: DocuSigned by:
Ingo Lindner
4DD5B7B2958C4EF...

Print Name: Ingo Lindner

Title: CFO

Date: 14-Mar-23 | 12:57 MEZ

On behalf of **R.E.M. S.R.L.**

Signature: ADELE PACE *[Handwritten Signature]*

Print Name: Adele Pace

Title: ADMINISTRATOR

Date: 17/03/2023

Signature: _____

Print Name: _____

Title: _____

Date: _____

For internal purposes only

Account owner: Martina Rossi

Region: (SE)

Certificate Of Completion

Envelope Id: DB204896654E48A595DD72F4F115534F
Subject: Mit DocuSign abschließen: 230216_1NCE_Rem_Supply_Agreement_v01_23[7].pdf
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

Status: Sent

Envelope Originator:
David Illescas
Sternengasse 14-16
Köln, NRW 50676
david.illescas@1nce.com
IP Address: 93.244.116.3

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Status: Original
3/7/2023 5:09:50 PM

Holder: David Illescas
david.illescas@1nce.com

Location: DocuSign

Signer Events

Ivo Rook
ivo.rook@1nce.com
COO
1NCE
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Ivo Rook
E8A924AAD7A14C2...

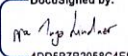
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Using IP Address: 170.55.157.202
Signed using mobile

Timestamp

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Viewed: 3/13/2023 2:31:49 PM
Signed: 3/13/2023 2:31:57 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ingo Lindner
Ingo.Lindner@1nce.com
CFO
1NCE GmbH
Security Level: Email, Account Authentication
(None)

DocuSigned by:

4DD5B7B2958C4EF...

Signature Adoption: Drawn on Device
Using IP Address: 93.221.114.61

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Viewed: 3/14/2023 12:57:47 PM
Signed: 3/14/2023 12:57:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Adele Pace
adele.pace@rem-motori.it
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/17/2023 9:48:58 AM
ID: e1d2d520-8544-4f50-b82d-46c3b9092b44

Sent: 3/14/2023 12:57:57 PM
Viewed: 3/17/2023 9:48:58 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events

Martina Rossi
martina.rossi@1nce.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lea Schreiber
legal@1nce.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/4/2022 10:35:58 AM
ID: 3029b630-689f-4394-a1fd-b64578c45f6c

Julia Guzhva
julia.guzhva@1nce.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Maxim Keller
maxim.keller@1nce.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Martina Rossi
martina.rossi@1nce.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status**COPIED****Timestamp**

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Envelope Updated	Security Checked	3/9/2023 4:43:21 PM
Envelope Updated	Security Checked	3/9/2023 4:43:21 PM
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Certified Delivered	Security Checked	3/17/2023 9:48:58 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lea.schreiber@lnce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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