

# Airalo Partnership Agreement



**airalo**

**DATE**

October 8, 2024

**PARTIES**

1. **AirGSM.Pte.Ltd**, a company incorporated under the laws of Singapore, Company Registration Number **201836421Z**, and having its registered office or principal place of business at **6 Raffles Blvd, #03-308 Justco Marina Square, Singapore 039594** (henceforth known as "Airalo")
  
2. Crew Investment Group Ltd a company incorporated under the laws of United Kingdom Company Registration Number 15569426, and having its registered office or principal place of business at 182-184 High Street North (the "Partner")  
**East Ham, London, E6 2JA**

(Together, the **parties**)

**BACKGROUND**

- A. Airalo is an eSIM aggregator, which has the right to sell and distribute the Services.
- B. Airalo agrees to appoint the Partner as a reseller to provide end users with their services.
- C. The Partner agrees to sell or provide Airalo Services in accordance with the terms of this Agreement and has represented that it has the skills, resources and experience necessary to do so.
- D. This Agreement contains the complete terms and conditions between the parties regarding the Partner application to and participation in, the Airalo Partnership program.

**TERMS AND CONDITIONS**

**1. STRUCTURE**

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- 1.1 The following parts make up this Agreement:
  - (a) Terms and Conditions;
  - (b) Schedule 1 (Definitions and Interpretation) (**Dictionary**);
  - (c) Schedule 2 (Agreement Details);
  - (d) Schedule 3 (Service Charges);

- (e) Any other document the parties agree from time to time will form part of this Agreement.

## **2. DEFINED TERMS AND INTERPRETATION**

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- 2.1 A term or expression starting with a capital letter in this Agreement is defined in Schedule 1 (Definitions and Interpretation) and has the meaning given to it in the Dictionary, unless the context suggests otherwise.
- 2.2 The interpretation provisions in Schedule 1 (Definitions and Interpretation), clause 2, set out rules of interpretation for this Agreement.

## **3. APPOINTMENT OF THE PARTNER**

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- 3.1 Airalo appoints and authorises the Partner to sell or provide Services to End Users within the Territory, and Partner agrees to provide the Services to the End Users in accordance with the terms of this Agreement, subject to Airalo's assessment and confirmation of the following:
  - (a) the Partner's eligibility to be a reseller;
  - (b) the accuracy of the information the Partner gives to Airalo.
- 3.2 The Partner agrees to sell or provide Airalo eSIMs and/or vouchers to End Users on such terms as specified within this Agreement.
- 3.3 The Partner agrees and acknowledges that Airalo will only provide the Services in circumstances where such services can be provided and are permitted to be supplied.

## **4. EXCLUSIVITY**

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- 4.1 The parties acknowledge that this Agreement is non-exclusive and Airalo may at any time appoint other Partners within the Territory and the Partner may act for other companies providing the same or similar services as Airalo.

## **5. TERM AND RENEWAL**

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- 5.1 The parties acknowledge that the Main Agreement commences on the Commencement Date and will continue for the Term
- 5.2 Upon completion of the Initial Term, unless agreed in writing by the Parties, the Main Agreement will automatically be renewed for a period of 1 Year.
- 5.3 Should either Party not wish for the Main Agreement to renew for a further period of 1 year, they may prevent the auto renewal by giving a written notice of not less than 30 days prior to the date of expiration of the Main Agreement to the other party.

**6. ENGAGEMENT OF END USERS**

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- 6.1 During the Term, Airalo authorises the Partner to be its authorised representative to:
- 6.2 Sell /distribute Airalo eSIMs
- 6.3 Refer an End User to Airalo;

**7. PARTNER SERVICES**

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- 7.1 The Services subject to this Agreement, and the only Services which the Partner may sell, are set out in the Schedule 2 (Agreement Details).
- 7.2 From time to time, the parties may agree in writing on additional services which may be Referred or Sold or Distributed by the Partner under this Agreement.
- 7.3 The Service Charges for a Service are as set out in Schedule 3 (Service Charges) or as provided separately by Airalo from time to time for the purposes of this Agreement.
- 7.4 Airalo may vary the terms of this Agreement where required to do so by a Supplier, by giving the Partner reasonable notice of not less than 30 days. The partner shall have the right to terminate this Agreement with notice of not less than 7 days if it does not agree to the variation of the terms provided by the Supplier.

**8. OBLIGATIONS OF AIRALO**

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- 8.1 Airalo must:
- (a) provide the Partner with reasonable information and assistance in order to allow the Partner to market and promote the Services to Airalo's satisfaction;
  - (b) establish and maintain procedures and systems to allow the Partner sell / provide eSIMs to its customers or refer customers to Airalo's website;
  - (c) provide the Partner with a copy of, and any updates, to any documentation relating to the operation and features of the Services when available;
  - (d) comply with all laws, directives, standards, codes and regulations which are applicable;
  - (e) provide appropriate facilities and resources to render prompt and adequate service to customers using the Services;
  - (f) provide service on a timely basis and provide such assistance and information to customers as is reasonably requested, and shall promptly inform the Supplier of any complaint concerning the Services;

## Airalo Partnership Agreement

- (g) maintain and share with the Partner an updated list of Wholesale Price and Recommended Selling Price (RSP) and make these available real time through the partner API
- (h) make available to the partner, upon request, a copy of the Data Processing Addendum, applicable to the Main Agreement.

### **9. OBLIGATIONS OF THE PARTNER**

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#### 9.1 The Partner must:

- (a) use its reasonable endeavours to promote the Airalo eSIMs
- (b) market and promote the Services
  - (i) in compliance with any written instructions from Airalo; and
- (c) conduct its business in a proper and professional manner to a standard reasonably satisfactory to Airalo and in accordance with this Agreement;
- (d) exercise all reasonable care and skill in performing its duties under this Agreement and in all matters act in good faith towards Airalo;
- (e) not use any trademark of Airalo, its Related Bodies Corporate or its Suppliers in marketing and promoting the Services, other than as approved by Airalo or its Suppliers from time to time;
- (f) not give any warranty or undertaking to any person in relation to the sale of the Services other than as Airalo permits from time to time;
- (g) provide Airalo with reasonable information that it reasonably requires to provide the Services;
- (h) not unreasonably withhold or delay any action, approval or decision which is required to provide the Services;
- (i) take full responsibility for actions of its employees and agents in marketing, promoting and soliciting applications for the Services;
- (j) not incur any liability on behalf of Airalo or in any way pledge or purport to pledge Airalo's credit;
- (k) not modify or alter any of the Intellectual Property other than as allowed by this Agreement;
- (l) comply with all directions and orders issued by a regulatory body under applicable laws from time to time, to the extent that such directions and orders may affect the sale of the Services in any way; and
- (m) not engage in misleading or deceptive conduct in relation to the marketing of the Services.

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- (n) unless approved in writing by Airalo, not sell any of the eSIMs at a price lower than the RSP (Recommended Selling Price) or the Retail Price on the Airalo website (whichever is lower)
- (o) monitor any changes in Retail Price, Recommended Selling Price and Wholesale Price through the Partner API and Airalo website

### **10. SERVICE FEES**

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- 10.1 Partner must pay to Airalo the Service Fees specified in Schedule 3 (Service Fees).
- 10.2 Partner will be invoiced by Airalo on a monthly basis - This invoice will be sent out at the beginning of each calendar month to cover the month that has passed
- 10.3 This invoice must be paid in full within 7 calendar days
- 10.4 If either party wishes to dispute all or part of the Service Fee, it may only do so in accordance with the following:
  - (a) the dispute must be based on reasonable grounds and made in good faith; and
  - (b) the part of any invoice which is not in dispute must be paid to the receiving party.

### **11. CONFIDENTIAL INFORMATION**

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- 11.1 Each party must:
  - (a) keep the other party's Confidential Information confidential;
  - (b) use the other party's Confidential Information only as permitted by or for the purposes of this Agreement, to comply with obligations imposed on the Partner or its Related Bodies Corporate by law and to comply with directions and orders issued by a Regulator; and
  - (c) disclose the other party's Confidential Information only:
    - (i) to those of its employees and those of its Related Bodies Corporate employees who have a need to know and who have agreed to keep it confidential; and
    - (ii) as required to facilitate the use of the other party's Confidential Information as permitted under this clause 11.1 or as otherwise specified in this Agreement.
- 11.2 The obligations of confidentiality in clause 11.1 do not apply to Confidential Information:
  - (a) that is in the public domain other than as a result of a breach of this Agreement or other obligation of confidence; or

- (b) that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.

11.3 Either party may disclose Confidential Information of the other party where such Confidential Information is disclosed in compliance with an applicable law or a court order, provided that, prior to disclosing any such Confidential Information, the party making the disclosure has, where practicable, given the other party reasonable advance notice of such law or order and an opportunity to preclude or limit such production.

## **12. INTELLECTUAL PROPERTY**

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12.1 Either party will obtain no right, title or interest in or to the Intellectual Property of the other party. Where a party is permitted by the other party (i.e. with its prior written consent) to use any part of the Intellectual Property, it must only use such Intellectual Property as follows:

- (a) the party wanting to use the Intellectual Property of the other party must not make, or direct a third party to make, any copy of the Intellectual Property and must not alter the whole or any part thereof in any way, other than by the entry of data; and
- (b) the party wanting to use the Intellectual Property of the other party must not allow any other person to be in possession of a copy of the whole or any part of the Intellectual Property.

12.2 The party wanting to use the Intellectual Property of the other party will obtain no right, title or interest in or to the Intellectual Property of the other party. The party wanting to use the Intellectual Property of the other party must immediately bring to the notice of the other party any acts or threatened acts of infringement or attack on the validity of any of the Intellectual Property which may come to its attention.

12.3 The party wanting to use the Intellectual Property of the other party must not, other than allowed by this Agreement or with the prior consent of the other party, assign, licence or encumber the Intellectual Property.

12.4 Other than pursuant to this Agreement or other agreement between the parties, the Partner and Airalo must not, at any time during the Term or after use, deal with or take advantage of each other's Intellectual Property.

**13. TERMINATION**

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- 13.1 Without prejudice to any other rights under this Agreement, Both Airalo and the Partner may at any time for their sole convenience and for any reason, by written notice of not less than 30 days, terminate this Agreement effective from the time stated in the notice, or if no time is stated, at the time the written notice is given.
- 13.2 The parties may, by agreement, terminate this Agreement upon such terms as agreed.
- 13.3 Both parties may terminate this Agreement if:
- (a) Any party breach a Material Term of this Agreement and fails to remedy that breach within twenty (20) Business Days after receiving notice from the other party requiring it to do so;
  - (b) Any party breach any other provision of this Agreement that is capable of being remedied and fails to remedy that breach within twenty (20) Business Days after receiving notice from the other party requiring it to do so;
  - (c) any event referred to in clause 13.4 (Insolvency Events) occurs; or
- 13.4 An insolvency event occurs if:
- (a) a party considers that there is a reasonable risk that they may cease to carry on their business;
  - (b) any step is taken to enter into any scheme or arrangement with creditors;
  - (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the business; or
  - (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the business.
- 13.5 A party subject to an Insolvency Event must inform the other party within one Business Day
- 13.6 Termination of this Agreement will not affect the accrued rights or remedies of either party.
- 13.7 The rights of the parties set out in this clause are in addition to and not in derogation of any right, power or entitlement of the parties under any statute or regulation or otherwise at law or in equity.

**14. CONSEQUENCES OF TERMINATION**

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- 14.1 On termination of this Agreement, the following shall apply immediately:
- (a) The Partner shall stop promoting and selling the Services to End Users;
  - (b) The Partner shall return to Airalo all unused Services
  - (c) Each party shall return to each other all Parties' Confidential Information, Intellectual Property and other material and all copies thereof; and
  - (d) Each party shall delete from their systems and Databases any and all information provided by each other during the term of the Agreement, including but not limited to data provided directly to each other, but not including any information which the parties are required by law to retain.

**15. LIABILITIES AND INDEMNITIES**

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- 15.1 Both parties will be responsible for all liabilities incurred:
- (a) in respect of its conduct of its business;
  - (b) in respect of any penalty, fee or fine imposed under any Law in connection with a breach or threatened breach of this Agreement or of any Law; and
  - (c) as a result of its breach of this Agreement;
- 15.2 and the Parties must indemnify each other against all suits, proceedings, actions, claims, demands, costs and expenses suffered by or made against arising after or in connection with these liabilities provided that such indemnity shall be limited to the amount of fees paid by Partner to Airalo over a 12 month period.. Except as specifically set out in this Agreement:
- (a) Both parties make no representation, nor gives any warranty, in relation to any information and assistance provided in relation to the sale of the Services or the performance of the Services, unless otherwise provided for in writing; and
  - (b) Both parties will not be liable for any direct or indirect Loss or Consequential Loss suffered by the Partner or Airalo or any other third party.
- 15.3 Both parties must indemnify and keep each other harmless in respect of any Losses, costs, claims, demands and expenses (including legal fees on a solicitor/client basis) of whatever nature arising as a result of a breach of this Agreement by the other party or its employees
- 15.4 Both parties represent and warrant that they are duly incorporated under the jurisdiction of their incorporation, with all requisite power and authority, to enter into this Agreement and perform all obligations under this Agreement.

**16. RELATIONSHIP BETWEEN THE PARTIES**

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- 16.1 Nothing in this Agreement shall be deemed or construed to render the parties liable for any costs, obligations or expenditures pursuant to any relevant employment laws.
- 16.2 People from both parties must not at any time represent to any 3rd party that they are an employee of the other party.
- 16.3 Both parties will have no authority to bind each other legally with respect to any third party unless expressly authorised in writing to do so.

**17. RESOLUTION OF DISPUTES**

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- 17.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (the "Dispute") unless it has complied with this clause.
- 17.2 Before a party (notifying party) seeks any external dispute resolution, it must follow the escalation procedure set out in clause 17.3
- 17.3 The escalation procedure is as follows:
- (a) the Notifying party's managing director must notify the other party's managing director, setting out the reasons for the Dispute; and
  - (b) the managing directors must meet and use best efforts to resolve the Dispute.

**18. FORCE MAJEURE**

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- 18.1 Force Majeure event affecting a party means, anything outside that party's reasonable control, including but not limited to, acts or omissions of the other party, fire, storm, flood, earthquake, war, terrorist act or threat, transportation embargo or failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, subcontractors, customers, governments or government agencies).
- 18.2 If a Force Majeure Event affecting a party precludes that party (precluded party) partially or wholly from complying with its obligations under this Agreement then:
- (a) as soon as reasonably practicable after that Force Majeure Event arises, the Precluded party must notify the other party of the Force Majeure Event; and
  - (b) to the extent and for the period that the Precluded party is precluded by the Force Majeure Event from complying with its obligations under

this Agreement, those obligations will be suspended for the duration of the Force Majeure Event.

18.3 This clause does not apply to any obligation to pay money.

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**19. ASSIGNMENT**

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19.1 Neither party may assign, charge or deal with the Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.

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**20. DURATION OF PROVISIONS**

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20.1 The covenants, conditions, provisions and warranties contained in this Agreement shall not merge or terminate upon completion of the transactions contemplated herein but to the extent that they have not been fulfilled and satisfied or are capable of having effect shall remain in full force and effect.

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**21. PARTIES TO DO ALL THINGS NECESSARY**

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21.1 The parties agree to do all things and execute all documents necessary to give effect to the terms of this Agreement.

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**22. COSTS**

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22.1 Each party will bear its own legal and accounting costs incurred in respect of the preparation, negotiation and execution of this Agreement.

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**23. SEVERABILITY**

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23.1 If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.

23.2 If a provision (or part of it) is held to be unenforceable or invalid, then:  
(a) the provision (or part of it) must be severed from this Agreement; and  
(b) the remaining provisions (and remaining part of the provision) are valid and enforceable.

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**24. SINGAPORE LAW AND JURISDICTION**

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24.1 This agreement shall be governed by, interpreted and construed in accordance with the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

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**25. AMENDING THIS AGREEMENT**

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25.1 An amendment or change is only effective once it is:  
(a) made in writing; and  
(b) executed by all parties.

**26. THIS IS THE ENTIRE AGREEMENT**

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- 26.1 This is the entire Agreement of the parties concerning the subject matter of this Agreement.
- 26.2 There is no other Agreement, understanding, warranty or representation, whether oral or written, binding the parties concerning any aspect of this Agreement.

**27. NO WAIVER**

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- 27.1 A party may exercise its rights at any time and does not waive those even if that party:
- (a) previously waived a breach or default of all or part of the same or other provision; or
  - (b) delayed or omitted to exercise its rights.
- 27.2 A waiver is only effective:
- (a) if it is signed by the party granting the waiver; and
  - (b) to the extent set out in the waiver.

**28. COUNTERPARTS**

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- 28.1 This Agreement may be executed in any number of exchanged counterparts (including exchange by facsimile and e-mail transmission), each of which when executed and delivered shall be deemed an original, but which counterparts together shall constitute one and the same instrument.

**29. HANDLING AND PROTECTION OF PERSONAL DATA**

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- 29.1 **Compliance with PDPA.** The Partner shall comply with all its obligations under the PDPA at its own cost.
- 29.2 **Process, Use and Disclosure.** The Partner shall only process, use or disclose End User Personal Data:
- (a) Strictly for the purposes of fulfilling its obligations and providing the services required under this Agreement;
  - (b) With the End User's prior written consent; or
  - (c) When required by law or an order of court, but shall notify the End User as soon as practicable before complying with such law or order of court at its own costs.
- 29.3 **Security Measures.**
- (a) The Partner shall protect Customer Personal Data in the Partner's control of possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information and communications technology measures) to prevent

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unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks, taking into account the nature, scope, context, and purpose of processing any Personal Data.

- (b) The Partner shall only permit authorised and required personnel to access Customer Personal Data on a need to know basis.

29.4 The Partner agrees that it will adhere to the PDPA in relation to the collection, use, disclosure, security and destruction of any Personal Data collected as a result of providing the Services.


Airalo Partnership Agreement

**Executed as an Agreement**

By signing below, Airalo and the Partner agree to be bound by all of the terms and conditions of this Agreement, including all attachments and other documents that the parties agree to in writing from time to time will form part of this Agreement.

**Executed as an Agreement:**

Date of Agreement: October 8, 2024

Executed by <b>AIRGSM PTE LTD</b> by its authorized officers:	
<b>Signature of CEO</b>	CEO
<b>Name of CEO</b>	Bahadir Ozdemir
Executed by <u>Crew Investment Group Ltd</u> by its authorized officers:	
<b>Signature of Authorized Signatory</b> 	Director of Operations, founder and PSC
<b>Name of Authorized Signatory</b> Andre Christian Palmer	

## SCHEDULE 1 – DEFINITIONS & INTERPRETATION

### 1. DEFINITIONS

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In this Agreement:

**Agreement** means this agreement and includes any schedule or annexure;

**Airalo Partnership Agreement** is the official name of partnership with AIRGSM Pte Ltd.

**Agreement Details** means the agreement details set out under Schedule 2 of this Agreement and includes contact details for the Partner and the key agreement details;

**Business Day** means Monday to Friday excluding public holidays in Singapore;

**Commencement Date** means the date of execution of this Agreement as set out in the Agreement Details or, in respect of any variations, the date of execution of the amended Agreement Details;

**Confidential Information** means all information treated by that party or any of its Related Bodies Corporate as confidential (regardless of its form and whether the other party becomes aware of it before or after the date of this Agreement);

**Consequential Loss** means loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any increased operating costs suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute, any other form of consequential, special, indirect, punitive or exemplary loss or damages and any third party loss; and any penalties or fines imposed by a Regulator;

**Critical Information Summary** means the necessary information about the Service being acquired which the Partner must provide to a prospective End User;

**Database** means a structured set of data held in a computer, especially one that is accessible in various ways;

**Dispute** means any action, suit or proceeding between or among the Parties and their respective Affiliates arising in connection with any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or any related document.

**Emergency** means an actual or potential state of danger requiring immediate action to avoid any Loss, including personal injury or property Loss;

**End User** means a person or entity that is a current customer of the Partner, is approached by the Partner, or approaches the Partner to acquire Services;

**GST** means any tax imposed on the supply of goods or services, consumption or value added tax, including without limitation any tax imposed in the *A New Tax System (Goods and Services Tax) Act* (Cth);

**Initial Term** means the initial term of this Agreement being the period specified in the Agreement Details;

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**Insolvency Event** has the meaning given to it by clause 13.4 of this Agreement;

**Intellectual Property or Intellectual Property Rights** means proprietary information and property owned by both parties or its Related Bodies Corporate including copyright, design rights, trademarks, patents and Confidential Information or know-how as at the Commencement Date and in the future and any variation, modification or improvement;

**Laws** means all laws, case law, statute, regulations, court orders, standards, guidelines, determinations, industry codes of conduct and directions or orders issued by a regulator;

**Loss** means any loss, cost, liability or damage, including reasonable legal costs on a solicitor/client basis and includes Consequential Loss, unless otherwise stated;

**Material Term** means a term of this Agreement relating to clause 8 (Obligations of Airalo), clause 9 (Obligations of the Partner), clause 10 (Service Fees), clause 11 (Confidential Information) and clause 12 (Intellectual Property);

**Personal Data** has the meaning given to it by the EU General Data Protection Regulation;

**Public Addressing Identifier** means any telephone number, IP address, SIM identifier, email address or domain name;

**Refer or Referral** means the referral of an End User to Airalo by the Partner through the Links or as agreed by the parties, which results in the End User acquiring Services from Airalo pursuant to an End User Agreement;

**Representative** means the employees, agents, sub-agents, contractors, sub-contractors, Partners, representatives, officers and assigns of a party (whether current or former) and includes any call center engaged or used by the party;

**Service** means:

- (a) the service described in the Agreement Details including, but not limited to, local eSIM, Global eSIM, Regional eSIM and eSIM vouchers.
- (b) such other services as the parties may agree in writing are Services for the purposes of this Agreement;

**Service Fees** means the charges payable by the Partner for a Service, as set out in Schedule 3 (Service Charges), and as amended from time to time in accordance with this Agreement;

**Supplier** means Airalo's upstream supplier of the Services;

**Term** means the Initial Term and any subsequent Renewed Terms as provided for under this Agreement;

**Territory** means the territory described in the Agreement Details; and

**Website** means the Airalo website [www.airalo.com](http://www.airalo.com)

**2. INTERPRETATION**

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When interpreting this Agreement:

- 2.1 headings are for convenience only and do not affect the interpretation of this Agreement;
- 2.2 the singular includes the plural and the plural includes the singular;
- 2.3 any gender includes any other gender;
- 2.4 any thing required to be done on a day that is not a business day, may be done on the next business day;
- 2.5 reference to a person includes a natural person, corporation, Partners, association or other legal entity;
- 2.6 reference to legislation includes that legislation as amended or modified or re-enacted; and
- 2.7 reference to a provision or clause means a provision or clause in this Agreement.

**SCHEDULE 2 - AGREEMENT DETAILS**

**Partner Details**

Name:	Crew Investment Group Ltd		
Business Reg Number:	15569426		
Registered Address:	182-184 High Street North, East Ham, London, E6 2JA		
Agreement Contact:	Christian Palmer, Magnus Strand		
	+44 7456 215193 +66 93 115 4475	Fax:	Email: 1@cruiseesim.com 3@cruiseesim.com
Contact for Notices:	See above		
	Tel:	Fax:	Email:
Contact for Billing / Accounting	See above		
	Tel:	Fax:	Email:
Airalo Account Manager:			

**Key Agreement Details**

Commencement Date:	Official date of launch by partner, Tuesday October 15, 2024
Initial Term:	1 Year
Services:	Local eSIMs, Regional eSIMs, Global eSIMs
4. Territory	Mainly Caribbean, secondary world/ global

**SCHEDULE 3 - SERVICE CHARGES**

The Partner will be charged for their purchase as per the prevalent Wholesale Price for each individual eSIM package. The updated Wholesale Price sheet will be made available to the partner for their reference and can also be fetched via the Partner API.

**SCHEDULE 4 - APPROVED CREDIT LIMIT**

Airalo will approve a credit limit based on the expected purchase basis wholesale price value for the Partner. Once the total value of unpaid purchases exceeds the credit limit, Partner's access to the Airalo Partner API will be blocked until outstanding dues are cleared to bring the value of unpaid purchases below the approved credit limit.

On a monthly basis, the credit limit will be adjusted upwards / downwards depending on historical purchase values and agreed payment terms to facilitate uninterrupted operations of the Partner