Service Agreement

between

MessageCloud in the United Kingdom and

MVST.MG Ltd in **Cyprus**

25/03/2021

This Service Agreement ("Agreement") is made and entered into between MessageCloud, hereinafter referred to as "MessageCloud" (the trading name of txtNation Limited), and the below named entity, hereinafter referred to as "Client" and together known as "the Parties":

Christiana Magniti
MVST.MG Ltd
Charalampou Pettemeridi, 4, Strovolos, Nicosia, Cyprus, 2042
HE397018
CY10397018P

WHEREAS:

I.   MessageCloud provides software telecommunications services to business clients and has reasonable skill, knowledge and experience in that field.
II. The Client wishes to engage MessageCloud to provide the services set out in this Agreement, subject to the terms of this Agreement.
III. MessageCloud agrees to provide the services set out in this Agreement to the Client, subject to the terms this Agreement.

1.The Contract
Together, this Agreement, MessageCloud's Standard Client Terms and Conditions ("Terms", which can be found at my.messagecloud.com/terms/), the Data Protection Addendum, and other specimens outlined in paragraph 10 are incorporated to form a binding contract ("the Contract") between the Parties for the purposes of facilitating services defined in clause 3. The Client endeavours to read, understand and agree to the entirety of the Contract, including but limited to MessageCloud's Terms.

2. Validity

The Contract comes into effect from an agreed Validity Date, which is either (a) the current date heading this Agreement or (b) a future or past date as mutually satisfies the Parties and printed below. If there is no date as in (b), printed below, the current date heading this Agreement is the Validity Date.

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3. The Service

The Agreement covers the delivery and maintenance of the Service or Services outlined below ("the Service"), facilitated in whole or in part by MessageCloud to the Client, and undertaken in accordance with the terms and restrictions of the Contract, and with the spirit of the same. For the removal of doubt, "Service/s" has the meaning and extent issued to it in our Terms.

The Service/s is composed of:

i. Premium SMS Cyprus Shared

4.The Fee

The cost to the Client of the Service ("the Fee") is as follows:

i. One-time setup fee: £000.00 ii.
Monthly service charge: £000.00
iii. Additional: 24.7 Customer Care £2 per ticket iv. Subject to UK
VAT at the current rate

Any setup fee and any initial monthly charge, if listed above, are due to be paid by Client to MessageCloud on the following date:

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- The Client shall pay the Fees to MessageCloud, or have Fees deducted by MessageCloud, in accordance with the provisions of our Terms.

- Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- Each Party shall keep, or procure a method for keeping, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated.

5.Outpayments

For premium services, payments made by MessageCloud to the Client and generated by the Client through the Service ("Outpayments"), if applicable to this Agreement, will be at the rate or rates outlined in the relevant MessageCloud rate card or cards (collectively referred to as "Rates") sent to the Client by MessageCloud prior to or as part of this Agreement.

Client undertakes to sign their agreement to each of the Rates and provide the signed Rates, or a copy of the same, to MessageCloud, alongside this signed Agreement. In absence of signed Rates, the Rates supplied by MessageCloud to the Client will prevail at MessageCloud's reasonable discretion.

Outpayments to the Client shall be paid as follows:

     i.   Client will invoice MessageCloud for the due Outpayments as set out in the My MessageCloud control panel or as otherwise supplied or facilitated by MessageCloud.

    ii.   Once invoiced, MessageCloud will make payment to the Client of the relevant Outpayments as per the Terms.

6. Payments to MessageCloud

Any payments owed to MessageCloud by the Client, including but not limited to late payment of the Cost of the Service, or any other monies reasonably incurred by MessageCloud in the facilitation of the Service, as outlined in our Terms, will be invoiced to the Client by MessageCloud or deducted from any monies owing to the Client by MessageCloud. The Client will pay MessageCloud within 14 days of receipt of any invoice. Late payments may be subject to late payment interest under English law and MessageCloud will exercise this right at its sole discretion. Failure to make payment to MessageCloud for any successive 3-month period will result in payment being due for the full outstanding Contract Term.

7. The Contract Term and Renewals

The Contract Term starts on the Validity Date and extends 12 months from the Validity Date (the whole of which period referred to as "Initial Term"), renewing for successive 12 month periods (each period a "Successive Term"), unless terminated by either Party giving to the other no less than ninety (90) days' written notice to expire at the end of the Initial Term or the then-current Successive Term upon which notice the Contract Term will be deemed ended subject to any posttermination provisions or other reasonable obligations imposed on the Parties in the Terms.

Client endeavours not to cancel or otherwise subvert or challenge before sufficient notice under this clause any credit or debit card charge, standing order, Direct Debit, or other payment mechanism set up to facilitate payment from the Client to MessageCloud under the obligations of this Agreement, such activity referred to as Unauthorised Cancellation. MessageCloud at its sole discretion may apply penalties for Unauthorised Cancellation as per its Terms.

8. Additional Services

Any enhancement, addition or modification to the Service, requested by the Client during the Contract Term, including the activation of further services, products, features or functionality, or the partial or full removal or modification of the same (collectively "Additional Services"), unless contracted between the Parties under a separate agreement, will have the effect of placing such Additional Services under this Agreement.

9. Provision & Activation Day

From the Validity Date, MessageCloud endeavours, as per its Terms, to facilitate the activation or set up of the Service in a manner and at a time, or by such time or after such time (as applicable; "Activation Day"),

as is under the reasonable control of MessageCloud or, as may from time to time be relevant, of its technology partners, consultants or facilitators, Mobile Network Operators, or any other such third parties contracted by MessageCloud as part of the facilitation and maintenance of its global platform.

- With effect from the Activation Day, MessageCloud shall, throughout the Contract Term of this Agreement, provide the Services to the Client subject to the Terms.
- MessageCloud shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the software sector in the United Kingdom, and as per the obligations of MessageCloud under the Terms.
- The Client shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services, including but not limited to (where applicable) the Codes of Practice of the Phone-paid Services Authority (in the UK) and Comreg (in Ireland), and the General Data Protection Regulation (GDPR).
- MessageCloud may, in relation to certain specified matters related to the Services, act on the Client's behalf, as per our Terms.
- MessageCloud shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

10. Client Obligations

The Client at all times will abide by its obligations as set out in the Terms, including but not limited to the following obligations:

- The Client shall use all reasonable endeavours to provide all pertinent information to MessageCloud that is necessary for MessageCloud to provision the Services.
- In the event that MessageCloud requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or

  any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- If any consents, licences or other permissions are needed from any third parties, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this clause shall not be the responsibility or fault of MessageCloud.

11. Order of Precedence

This Agreement and each of the specimens referred to below form the Contract between MessageCloud and the Client. In the event of inconsistency in the Contract, resolution shall arise by giving precedence in the following order:

i.   The laws and regulations of England;
ii. Other relevant country, territory or international laws and regulations, whichever reasonably apply in the view of MessageCloud;
iii. MessageCloud's Standard Client Terms and Conditions; iv.   This Service Agreement;
v.   Exceptional clauses agreed in a separate rider between the Parties; vi.
     Memoranda of understanding;
vii. Email, instant messaging or other digital or paper correspondence between the Parties.

This Agreement, including all the documents, bodies or laws referred to above, represents the entirety of the Contract between the Parties in the delivery of the Service.

12. Non-Disclosure

Client undertakes not to disclose the contents of this Agreement, or non-public details of MessageCloud's processes, systems, personnel or other confidential information not available in the public domain, to third parties without the prior written permission of MessageCloud.

13.Non-Solicitation

Neither Party shall, for the Contract Term of this Agreement and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.

Neither Party shall, for the term of this Agreement and for a period of 6 months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

14.Third Party Rights

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Subject to this clause this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

15.Notices

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

Notices shall be deemed to have been duly given:
- When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- When sent, if transmitted by facsimile or email and a successful transmission report or return receipt is generated; or
- On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- In each case notices shall be addressed to the most recent address, email address, or facsimile number notified to the other Party.

16.Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

17. Dispute
- The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

- If negotiations under this clause do not resolve the matter within 12 months of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- If the ADR procedure under this clause does not resolve the matter within a further 6 months of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party as per our Terms.
- Nothing in this clause shall prohibit MessageCloud from applying to a court for interim injunctive relief.

18.Jurisdiction

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Subject to the provisions of this clause, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

PLEASE SIGN EACH PAGE OF THIS AGREEMENT, THE SIGNATURE BOX BELOW, AND THEN
RETURN OR PROVIDE A CLEAR, COMPLETE COPY TO MESSAGECLOUD

Signed for and on behalf of

MessageCloud   Client

By _____ (Sign)   By _____ (Sign)

Print Name ___Michael Whelan_____   Print Name __Christiana Magniti__

Job Title _____CEO_____   Job Title Director_____

Dated ___25/03/2021_____   Dated 26/03/2021_____

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Plymouth
PL9 7HX
United Kingdom

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