



Subscription Proposal
for PRIVATE use

ELSACOM BASIC

The undersigned, as identified below, wishes to subscribe to the Globalstar Satellite Telecommunication Service with Elsam SPA according to the following telephone plan(s) and special conditions and on the basis of the General condition of Contract, Annexes and any Special Conditions attached herewith which I declare to have read and accept

Customer Ref. N. _____ EEC Country
Yes No

Personal Data	
Name _____ Surname _____	Sex M <input type="checkbox"/> F <input type="checkbox"/>
Date of Birth: _____ Place of Birth: _____	Province/ Country _____
Tax Code N. _____	Marital Status: Single <input type="checkbox"/> Married <input type="checkbox"/> Other <input type="checkbox"/>
Address (Road, etc.): _____	N. _____
Town/ City _____	ZIP Code _____ Country/ Province _____
Telephone No. (fixed network) _____	Holder _____
Document ID. Card <input type="checkbox"/> Pass. <input type="checkbox"/> Driv. Lic. <input type="checkbox"/> Number _____	Country of issue _____
Address for Invoices	
Address _____ No _____	Town/ City _____ ZIP Code _____ Country/ Province _____
Method of Payment	
• Credit Card <input type="checkbox"/> Diners <input type="checkbox"/> Visa <input type="checkbox"/> CartaSi <input type="checkbox"/> MasterCard <input type="checkbox"/>	
No. _____	Expiry date _____
	Account Number _____
Credit Card Holder _____	In the name of _____
	Bank _____
	ABI Number _____ CAB Number _____
Tax exemptions Documents regarding tax exemption are attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
I declare <input type="checkbox"/> to be / <input type="checkbox"/> not to be taxable for Value Added Tax in one of the EU Member States	
Elsacom Agreement Cod. _____ Coupon No _____ Description _____	
Special Conditions Code _____	
Total Quantity of SIM Cards _____	

ICCI _____	Telephone Number(s) _____

Services Subscribed: <input type="checkbox"/> Voice <input type="checkbox"/> Asynchronous Data	
TELEPHONE PLAN: ELSACOM BASIC Details of tariffs are specified in Annex B.	
The Customer Signature _____ Date _____	

**ELSACOM GENERAL CONDITIONS OF CONTRACT FOR
GLOBALSTAR SATELLITE TELECOMMUNICATION SERVICE**

(for Private Clients)

ART. 1 SCOPE OF CONTRACT AND DEFINITIONS

Art. 1.1 Scope

ELSACOM S.p.A. ("ELSACOM") is exclusive service/network provider in Countries listed in Annex A ("Elsacom Serviced Territories") of a telecommunication service based on the system and satellite network known as GLOBALSTAR (the "Network").

The provision of the Service by Elsacom is authorised by competent authorities under applicable laws and regulations in force.

As of the date of signature of the Subscription Proposal to which these General Conditions of Contract are attached, all necessary licenses and/or permits have not been yet granted in certain Elsacom Serviced Territories, even though the Service is technically available in all of them. Such Countries are marked in Annex A by an asterisk.

Through Satellite Roaming, the Service can be accessed and used in the world-wide Territories (Globalstar Service Area), as specified in Annex A.

These General Conditions of Contract ("Conditions") regulate the relationship between the Customer and ELSACOM for the provision of the Globalstar Satellite Telecommunication Service ("Service") which, due to the particular technical characteristics of any satellite service, may be influenced or impaired when the Telephone is located within a building, or when there are external causes, interference, particular atmospheric conditions or natural/artificial obstacles which hamper satellite communication.

Art. 1.2 Definitions

The following definitions are applied to the Conditions and to the Subscription Proposal:

- **CUSTOMER:** the subject identified in the Subscription Proposal with whom the Subscription Contract is executed in accordance to Art. 2.
- **OTHER USERS:** all users of the Service, other than the Customer, who use the Service with the same SIM Card and with the Customer's approval, such as, for example, employees of the Customer.
- **SIM CARD:** Subscriber Identity Module card, which allows the use of the Service when inserted in the Telephone.
- **PIN CODE:** the Personal Identification Number associated with the Customer's SIM Card which must be keyed in the Telephone to access the Service, except for emergency calls.
- **PUK CODE:** the personal code to unlock the SIM Card.
- **SUBSCRIPTION CONTRACT or CONTRACT:** the contract, executed in accordance to Art. 2, which includes the Conditions and the Subscription Proposal, pursuant to which ELSACOM provides the Service to the Customer and/or to Other Users.
- **IMEI:** the International Mobile Equipment Identifier number of the Telephone.
- **MSN:** the Telephone Serial Number.
- **TELEPHONE PLAN:** the document specifying all prices details for the Service and for any Additional Service, as selected in the Subscription Proposal by the Customer among Telephone Plans implemented by ELSACOM.
- **SUBSCRIPTION PROPOSAL:** The proposal for the Subscription Contract to which these General Conditions are attached, that the Customer must submit to Elsacom, duly completed and signed by the Customer itself, as specified in Art. 2.1.
- **SATELLITE ROAMING:** the procedure that, as a result of agreements with the other satellite operators of the Network, allows the Customer to access and use the Service in all the areas where such operators provide the Service. The list of operators with whom those agreements have been executed and relative updates can be requested at ELSACOM Customer Care center. The areas where it is possible to access and use the Service through Satellite Roaming is specified in Annex B. Updates must be requested to Elsacom Customer Care center.
- **GSM ROAMING:** the procedure that, as a result of agreements with GSM operators, allows the Customer to access and use in Italy and/or in other Countries the GSM services provided by such GSM operators. The list of operators with whom those agreements have been executed and of Countries where it is possible to access the GSM services, and relative updates, can be requested at ELSACOM Customer Care center.
- **ADDITIONAL SERVICES:** the value added and auxiliary services provided by ELSACOM, which, if requested and/or provided under the Contract, are included in the definition of Service.
- **USER TERMINAL:** the handheld satellite radiotelephone that the Customer uses to access the Service.

Art. 1.3 Validity of the Conditions

Unless otherwise specified by law and/or by Art. 2.5, these Conditions, the Proposal and the Annexes regulate the contractual relationship between ELSACOM and the Customer and prevail over any other agreement, in whatever form executed, unless it has been explicitly approved in writing by ELSACOM. The Special Conditions in case contained in the Annexes, shall prevail on these General Conditions.

ART. 2 FORMATION, EXECUTION AND MODIFICATION OF THE CONTRACT

Art. 2.1 Irrevocable Subscription Proposal

In order to conclude the Contract, the Customer shall submit three originals of the Subscription Proposal Form to ELSACOM duly completed and signed. In accordance to Art. 1329 of the Italian Civil Code, the Subscription Proposal is irrevocable for a period of 1 (one) month and it is binding from the date of Customer's signature.

Art. 2.2 Identification

The Customer shall provide proof of his/her identity and of his/her domicile / residence and is responsible for the truthfulness of the information provided. Representatives and/or mandatory of the Customer, signing the Contract on behalf of the Customer, shall provide, when requested, proof of their powers.

Art. 2.3 Refusal/Conditional Acceptance

Elsacom reserves the right to refuse the Subscription Proposal if the Customer/signatory (as applicable):

- fails to provide adequate proof of his/her identity, of his/her domicile / residence or, if applicable, of his/her status as representative or mandatory of the Customer and relevant powers;
- was in the past insolvent for any reason towards ELSACOM and/or other distributors and/or other Globalstar Service providers;
- is not enabled to use the credit card, of which has provided details in order to pay the Service
- is under protest or under enforcement proceeding;
- has filed voluntary bankruptcy petition or is undergoing insolvency procedures.

Alternatively, ELSACOM reserves the right to condition the acceptance of the Subscription Proposal (i) to restrictions on the use of the Service (such as maximum limit of cost of calls), (ii) to the receipt of appropriate guarantees and/or suretyships, (iii) to a specific payment method or (iv), in case of a Subscription Proposal submitted by a Customer who is insolvent with regard to a previous contract with ELSACOM, to complete fulfillment of such previous contract's obligations.

Art. 2.4 Acceptance, Formation, Effect and Duration of Contract

The Subscription Proposal is deemed accepted by ELSACOM upon activation of the SIM Card, following delivery of the SIM Card and assignment of the telephone number to the Customer.

Except as otherwise provided for withdrawal and cancellation in this Contract and except as otherwise provided in the Special Conditions applicable to this Contract, the Contract shall be valid and binding between the Parties for a period of one year, starting from the date of activation of the SIM Card. Upon the expiry date, the Contract shall be tacitly renewed for an additional one-year period, unless notice of discontinuance of subscription is given in writing not later than 60 (sixty) days before the expiry date, and the same shall occur at each expiry date.

Art. 2.5 Modifications to Conditions and Telephone Plan

ELSACOM reserves the right to modify the Contract at any time, if required by laws, regulations, measures of competent authorities or by the absolute need of operational and/or technical improvement of the Network. The Customer will be informed in writing with the subsequent invoice or by other means. The Customer has the right to terminate by written notice the Contract within 30 (thirty) days from the receipt of the modification notice, otherwise the modifications will be deemed accepted by the Customer.

The termination will be effective from the date of receipt of the termination notice by ELSACOM. Modifications shall not be applied to Service provided up to effectiveness of the termination.

Art. 2.6 Modifications Requested by the Customer

The Customer can request to modify the typology of Service and/or the Telephone Plan, as selected in the Subscription Proposal, by submitting ELSACOM the duly completed relevant forms or other written request. If the requested modification/s is/are consistent with the typology of Service and/or with the Telephone Plans implemented by ELSACOM, ELSACOM will accept the requested modification/s and will inform the Customer in writing, specifying the date of effectiveness of the modification/s, and will charge any relevant cost in the subsequent invoice. The Customer shall be entitled to withdraw from this Contract, according to Article 1469-bis n. 13 of Italian Civil Code, if the costs of the new type of Service are not known by the Customer and are not included in the Tariff Plan and if these costs are too high respect to the costs accepted by ELSACOM in the Proposal subscribed by the Customer.

ART. 3 ELSACOM'S OBLIGATIONS AND LIABILITIES

Art. 3.1 SIM Card, PIN and PUK Codes

ELSACOM will provide the Customer with one or more SIM Card on a loan for use basis; the Customer may allow Other Users to use the SIM Card/s under his/her exclusive responsibility. Upon delivery of the SIM Card ELSACOM shall confidentially notify the relative PIN and PUK Codes to the Customer, who shall take the greatest care to keep them in strict confidence.

All the SIM Cards delivered to the Customer under the Contract shall remain ELSACOM's property. Therefore, upon termination for any reason of the Contract the Customer shall return ELSACOM the SIM Cards in his/her possession.

The Customer can modify the PIN Code at any time by following the instructions contained in the Telephone user manual. Repeatedly keying an incorrect PIN Code will block the SIM Card, which will be unblocked by keying the correct PUK Code. Repeatedly keying an incorrect PUK Code will render the SIM Card definitely unusable.

In this event, if Customer wishes to replace the SIM Card shall pay ELSACOM the relevant replacement cost, as set forth at the date of replacement.

Should the SIM Card be defective or unsuitable for use, ELSACOM shall repair or replace the SIM Card free of charge, provided that the defect or fault is not due to the Customer's unskilfulness, negligence and/or carelessness in using or storing the SIM Card. In such case ELSACOM shall charge the replacement cost to the Customer. However, ELSACOM shall not be liable for any defect or fault of the SIM Card not notified by the Customer to ELSACOM within 12 (twelve) months from its delivery.

The Customer shall immediately return ELSACOM the SIM Card(s) upon receipt of ELSACOM's request, should ELSACOM deem necessary modifying or replacing it for technical or operational reasons. In such case, ELSACOM shall modify or replace the SIM Card free of charge.

Art. 3.2 Telephone Number

Upon delivery of the SIM Card, ELSACOM shall assign a telephone number to the Customer.

ELSACOM has the right to replace the assigned telephone number if requested by technical and/or operational reasons. ELSACOM shall notify the Customer the new telephone number with at least 90 (ninety) days' previous written notice (except in the event of force majeure). ELSACOM shall provide the Customer with a free information service relative to the new telephone number for a period of 2 (two) months from the date on which it is put in use. This information service may be extended for a further 2 (two) months period upon the Customer's request. ELSACOM shall charge to the Customer the extended information service at the price that will communicate to the Customer not later than the date on which the extended information service is requested.

The Customer has the right to request the replacement of the telephone number assigned to the SIM Card, according to the procedure set forth in Art. 2.6. Unless technical and/or operational limits do not allow it, ELSACOM shall replace the telephone number. Also in this event ELSACOM will provide a free information service relative to the new telephone number for a period of 2 (two) months from the date on which it is put in use. Upon the Customer's request this information service may be extended for a further 2 (two) months period. ELSACOM shall charge to the Customer the extended information service at the price that will communicate to the Customer not later than the date on which the extended information service is requested. ELSACOM will communicate the Customer's telephone number to third parties requesting it, only if previously explicitly authorised by the Customer.

Art. 3.3 Provision of Service

Using the Service, the Customer is able to make and receive telephone calls within ELSACOM Serviced Territories, specified in Annex A, and, through Satellite Roaming, within Globalstar Service Area, specified in Annex B, subject to technical characteristics and limits of the Service envisaged in Art. 1.1. Updates of ELSACOM Serviced Territories and of Globalstar Service Area must be requested at ELSACOM Customer Care.

ELSACOM can be held responsible for malfunctions of Satellite Roaming and GSM Roaming only if such malfunctions are caused by ELSACOM and not by other partners/operators of the Network. However, in no case ELSACOM shall be liable for Service provided by means of Satellite Roaming and/or GSM Roaming on an international basis.

ELSACOM shall not be liable for any failure of the Service due to (i) incorrect use of the Service by the Customer; (ii) incorrect operation of the Telephone and/or its accessories; (iii) a malfunctioning of the SIM Card or of the relative adapter, when used in a not approved and/or modified Telephone.

ELSACOM shall not be responsible for the contents and modalities of the communications and messages transmitted or received by the Customer and/or the Other Users through the use of the Service.

Art. 3.4 Customer Assistance

ELSACOM shall provide assistance to its Customers through its Customer Care centre, in order to improve the use of the Service and to allow the Customer to report any failure.

Art. 3.5 Modification and Suspension of the Service

ELSACOM reserves the right to modify the technical characteristics of the Service if requested by technical and/or organisational reasons, in the event of failures or extraordinary maintenance interventions. In these cases ELSACOM will take all possible measures necessary to reduce any inconvenience and will inform the Customer about the duration of the Service suspension and about Service recovery times.

In the event of failures of the Network and/or of the equipment used for the provision of the Service due to fortuitous events or force majeure, as well as in the event of modifications and/or extraordinary maintenance interventions not planned and technically essential, ELSACOM has the right to suspend the Service, in whole or in part, at any time, even without prior notice to the Customer.

Art. 3.6 Force Majeure

ELSACOM shall not be liable towards the Customer for non-fulfilment of its obligations arising from the Contract in case of force majeure events. Force majeure events shall be considered those events beyond the reasonable control of ELSACOM, such as, but not limited to, acts and/or decisions of civil and/or military authorities, legal or regulatory restrictions, acts of God, lighting, fires, explosions, riots, wars, strikes, lack of power supply, malfunction and/or suspension and/or interruption in the functioning of the satellite network etc. In these cases, as in case of fortuitous event, ELSACOM shall not be held responsible for any loss or damage directly or indirectly deriving from the provision of Service, such as any economic/financial loss, loss of profits, gains and/or business goodwill.

ART 4 OBLIGATIONS, LIABILITIES AND RIGHTS OF THE CUSTOMER

Art. 4.1 Use of the Telephone

Telephones and relevant accessories used by the Customer must have been approved in compliance with FCC/ETSI standard, must be in perfect operating conditions and must not create disturbances to the Service. In case of Customer's breach of one or more of these obligations, ELSACOM shall not be responsible for any direct or indirect damage caused by such breaches and shall have the right to suspend the Service.

Art. 4.2 Use, Conservation and Non-Transferability of the SIM Card and PIN and PUK codes

The Customer shall safe-keep and carefully use the SIM Card(s). The SIM Card(s) and respective PIN and PUK Codes are strictly personal and the Customer shall not transfer them to third parties. Any manipulation, such as duplication, of technical identification codes embossed on the SIM Card, as well as any tampering and using the SIM Card for fraudulent purposes are forbidden.

The Customer shall not use the Service for illegal purposes and/or in an unauthorised manner and shall indemnify and hold ELSACOM harmless from any consequence deriving from any intentional or unintentional violation of this obligation by the Customer and/or by Other Users.

Art. 4.3 Obligations in the Event of Loss, Theft or Unauthorised Use of the SIM Card

The Customer shall be responsible for the authorised or unauthorised use of the SIM Card by third parties, including Other Users.

In the event of loss, theft or suspected tampering of the SIM Card, the Customer shall immediately inform ELSACOM, **BY MEAN OF FAX TO THE FOLLOWING FAX NUMBER: +39-0863-497027**. As soon as possible, shall then send ELSACOM a written confirmation thereof, enclosing a copy of the relative report made to competent authorities.

ELSACOM will deactivate the SIM Card upon receipt of the above-mentioned notification.

Until the date of ELSACOM's receipt of the Customer's loss/theft/suspected tampering notification, the Customer shall be responsible for any damage and cost deriving from unauthorised use of the lost/stolen/tampered SIM Card (including fees related to calls generated or received by means of such SIM Card).

Notwithstanding the foregoing, the Customer shall in any case make the regular and full payment of the Subscription Fee set forth in the Telephone Plan envisaged in Art. 5 below, as well as of the Government Concession Tax, relative to the period of time elapsing between the deactivation of the theft/lost/tampered SIM Card and the delivery of the new SIM Card, up to a maximum period of 30 (thirty) days.

Art. 4.4 Modification of the Customer's Identification Data

The Customer shall immediately notify ELSACOM in writing any change in his/her identification data, such as, but not limited to, changes in the data necessary to invoice the Customer. All correspondence will be sent by ELSACOM to the last address notified by the Customer.

ART. 5 TELEPHONE PLAN AND PRICES OF THE SERVICE

Art. 5.1 Telephone Plan

The prices of the Service to be paid by the Customer shall be calculated in compliance with the Telephone Plan selected by the Customer in the Subscription Proposal, or subsequently agreed with ELSACOM according to the procedures set forth under Art. 2.6. Any and all duties and taxes provided for under laws and regulations in force shall be on Customer's responsibility.

Art. 5.2 Prices

In consideration of the Services provided by ELSACOM, the Customer shall pay the following prices, the amount of which may differ according to the selected Telephone Plan:

- a) a one-time Connection Fee, for activation of the Service, assignment of the telephone number and provision of the SIM Card;
- b) a monthly Subscription Fee;
- c) outgoing calls charges;
- d) incoming calls charges;
- e) Additional Services charges.

Calls to the police and public emergency services are free of charge, except for any cost prices charged to ELSACOM by other national and international telecommunications operators for terminating such calls to the nearest emergency call centre.

In the cases of technical emergencies and failure-reporting calls to the special ELSACOM Customer Care number, such calls shall be charged to the Customer at the prices set forth in the selected Telephone Plan.

The amount of outgoing and incoming calls charges envisaged under letters c) and d) above will differ depending on whether calls are received and/or made under ELSACOM Service area, or under other Network operators Service area (i.e. Satellite Roaming), or under GSM operators service area (i.e. GSM Roaming).

Charges for GSM Roaming incoming/outgoing calls will be calculated according to the selected Telephone Plan, on the basis of Roaming agreements between ELSACOM and the GSM operator whose network is used.

ART. 6 PAYMENTS

Art. 6.1 Invoicing

Fees and charges for the Service to be paid by the Customer shall be invoiced bimonthly. The invoice shall be sent by mail and shall include, in addition to other details required by laws and regulations in force, the following:

- invoice number;
- date of issuance of invoice, reference period and payment date;
- breakdown of fees and charges in accordance to the selected Telephone Plan;
- applicable duties and taxes provided for by laws and regulations in force;
- the postal expenses for dispatching the invoice, in accordance to the selected Telephone Plan;
- any credit in favour of the Customer.

ELSACOM will make available to the Customer, at ELSACOM offices, the documentation regarding outgoing calls for a period of 12 (twelve) months from the last invoice dispatched. ELSACOM, upon Customer's request, will specify in each invoice the breakdown of the invoiced calls in accordance to the conditions set forth in the selected Telephone Plan.

Art. 6.2 Time and Method of Payments

The Customer shall pay the invoiced amounts within the due date indicated in the invoice. The payment shall be made by means of credit card, as specified in the Subscription Proposal.

Invoices must be paid in full. Partial payment of invoices does not preclude ELSACOM from taking the remedies indicated in Art. 6.3.

Payment of the invoiced amounts by third parties on behalf of the Customer will not confer any right to such third parties towards ELSACOM. Any special condition granted by ELSACOM is limited to the specific case and shall not be considered as a precedent or as a usage more favourable for the Customer.

Art. 6.3 Failure to Pay Invoices

If any invoice is not paid within 15 (fifteen) days from the due date indicated in the invoice, ELSACOM shall have the right to partially suspend the Service (preventing outgoing calls as well as Satellite and GSM Roaming, with the exception of the emergency calls as per Art. 5.2, paragraphs 2 and 3).

If any invoice is not paid within 30 (thirty) days of the above-mentioned suspension, ELSACOM shall have the right to completely suspend the Service. If any invoice is not paid within 45 (forty-five) days of the due date, ELSACOM has the right to unilaterally terminate the Contract in accordance to Art. 1456 of the Italian Civil Code, by sending a written termination notice to the Customer, by means of registered letter, with 10 (days) advance notice; in addition to the termination right, ELSACOM shall have the right to obtain the payment of the unpaid Service provided and to have back any equipment delivered to the Customer.

The above-mentioned terms are reduced, respectively, to 7 (seven) days, 15 (fifteen) days and 30 (thirty) days in the event of failure to pay the first invoice.

The Customer shall pay the Subscription Fee even in the above-mentioned cases of suspension of the Service.

The Customer will be charged an indemnity for late payment, equal to the prime rate, increased of 4%, on amounts not paid within the due date.

Art. 6.4 Complaints

Any complaint regarding the invoiced amounts must be sent to ELSACOM, by whatever means, and confirmation must be sent by registered letter within 45 (forty-five) days of the date of issuance of the relevant invoice, specifying disputed kind of fees/charges and disputed amounts. If no complaint is made in compliance with the foregoing, invoices will be deemed accepted in full. Within 90 (ninety) days of receipt of the complaint, ELSACOM will send a written reply to the Customer. Should ELSACOM consider the complaint to be well grounded, disputed amounts will be deducted from amounts invoiced in the first invoice issued subsequently to ELSACOM's acceptance of the complaint.

ART. 7 ASSIGNMENT OF THE CONTRACT

The Customer may not assign the Contract, nor assign his/her rights nor delegate his/her obligations arising from the Contract without ELSACOM's previous written consent. ELSACOM has the right to assign its rights and delegate its obligations to third parties, in whole or in part, guaranteeing the assignee's fulfillment of the delegated obligations.

ART. 8 SUSPENSION AND CANCELLATION OF THE CONTRACT

Art. 8.1 Cancellation of the Contract by ELSACOM

In addition to the cases provided for under Art. 6.3 above, ELSACOM has the right to cancel the Contract, giving the Customer a written notice by means of registered letter, if the Customer is legal incapable, insolvent towards ELSACOM, under protest or under enforcement proceeding, has filed voluntary bankruptcy petition or is undergoing insolvency procedures.

In the event of cancellation of the Contract, the Customer shall return ELSACOM the SIM Card in the shortest possible time.

Art. 8.2 Cancellation by the Customer

The Customer has the right to terminate the Contract at any time, giving ELSACOM 30 (thirty) days previous written notice, by means of registered letter. The termination will be effective after 30 (thirty) days of ELSACOM's receipt of the above-mentioned registered letter.

Following such termination, the Customer shall pay the Subscription Fee and incoming and outgoing calls charges, up until the date on which the termination is effective.

If the Contract is executed outside business premises, according to provisions of Art. 1 of the Italian Legislative Decree No. 50 dated 15 January 1992, the Customer, when subject to provisions of the Decree, has the right to terminate the Contract, giving a written notice to ELSACOM, by means of registered letter, within 7 (seven) days of the signature of the Subscription Proposal, in accordance to provisions of the above mentioned Decree; however, ELSACOM shall have the right to invoice the Customer, in accordance to Art. 7, paragraph 2, of the above-mentioned Decree, and the Customer shall pay to ELSACOM, the Connection Fee, the Usage Charges and applicable duties and taxes. In the event of termination, the Customer shall, at his/her own expenses, return the SIM Card to ELSACOM, Via di Settebagni 390, 00138 Rome, as well as any other equipment dispatched to the Customer under the Contract.

Provisions regarding Customer's obligations to return the SIM Card and other equipment and to pay the Connection Fee and Usage Charges apply, *mutatis mutandis*, when the Contract is executed without ELSACOM and the Customer being simultaneously physically present, in accordance to what provided by EC Directive 97/7/CE and by Art. 1, letters a) and d), of the Italian Legislative Decree No. 185 dated 22 May 1999, and when the Customer is a "consumer", in accordance to Art. 1, letter b) of the above-mentioned Decree, it being understood that anyway the Customer has the right to terminate the Contract, as provided by Art. 5 of the above-mentioned Decree.

ART. 9 GOVERNING LAW

The construction, interpretation and performance of the Contract and all transactions resulting therefrom shall be governed by the laws of Italy

ART. 10 NOTICES

All notices to ELSACOM shall be addressed to the ELSACOM Customer Care, Via di Settebagni 390, 00138 Rome - Italy.

ART. 11 CUSTOMER CHARTER- MINIMUM GUARANTEED SERVICE

In providing the Customer with the Service, ELSACOM guarantees the minimum standards set forth in the Customer Charter, which forms an integral and essential part of the Conditions. The Customer Charter is held within the Telecommunications Authority and the Customer can request copy of it at ELSACOM's offices.

ART. 12 JURISDICTION

Any dispute, controversy or claim arising out or related to the Contract, its performance and/or interpretation, shall be settled according to the non jurisdictional rules established by the Italian Communication Authority according to Art. 1, Par. 11 Law 249/97.

Date _____ Signature (Customer or Authorised Representative) _____

In accordance with Arts. 1341 and 1342 of the Italian Civil Code, I declare to specifically approve the following clauses of the "General Conditions of Contract for the Globalstar satellite telecommunication Service" provided by ELSACOM: Art. 1.3 (validity of the conditions) - Art. 2.1 (irrevocable subscription proposal) - Art. 2.3 (conditional acceptance) - Art. 2.4 (tacit renewal) - Art. 2.5 (modifications to conditions and telephone plan) - Art. 2.6 (modifications to the conditions for the provision of the service indicated in the proposal) - Art. 3.1 (SIM cards) - Art.3.2 (telephone number) - Art. 3.3 (provision of service: limitation of responsibility) - Art. 3.5 (modification and suspension of the service) - Art. 3.6 (force major) - Art. 4.3 (obligations in the event of loss, theft or unauthorised use of the SIM Card) - Art. 5.2 (costs) - Art. 6.1 (billing) - Art. 6.2 (time and method of payment) - Art. 6.3 (failure to pay bills) - Art. 6.4 (objections) - Art. 7 (transfer of the contract) - Art. 8.1 (suspension and cancellation by ELSACOM) - Art. 8.2 (cancellation by the Customer) - Art. 9.2 (conciliation procedure). Besides, in case the undersigned has chosen the payment by Credit Card, that is by direct debit in bank account, declares to expressly approve the permanent debit procedures (on credit card or RID procedure) according to the conditions herein enclosed, undertaking to communicate opportunely any change of data reported in this Proposal.

Signature (Customer or Authorised Representative) _____

DOCUMENTATION TO BE SUBMITTED UPON CUSTOMER'S SIGNATURE OF THE SUBSCRIPTION PROPOSAL

- Photocopy of a valid identification document of the signatory of the Subscription Proposal (Identity Card/Driving License/Passport)
- Photocopy of the credit card, when selected as Method of Payment

Photocopies of documents must be legible.

**ELSACOM SERVICED TERRITORIES
AND GLOBALSTAR SERVICE AREA**
(Updates must be requested to Elsacom Customer Service)

Elsacom is exclusive service/network provider of Globalstar Service in the Countries listed below.

Albania, Austria, Belarus, Bosnia Herzegovina, Bulgaria (*), Croatia, Denmark, Estonia, Finland, Germany, Hungary (*), Italy, Latvia (*), Lithuania (*), Malta (*), Moldova (*), Norway, Republic Of Macedonia (*), Republic Of Yugoslavia (Serbia, Kosovo and Montenegro) (*), Romania, Slovak Republic, Slovenia, Sweden, Switzerland, Ukraine.

(* In Countries marked by the asterisk the License has not been ranted up to now, even though the service is technically available.

With regard to Globalstar satellite service availability using Elsacom Sim card, in other areas in the world, you must contact our Customer Service or visit our web site www.elsacom.com.

TARIFF PROFILE ELSACOM BASIC

(All rates are in Euro and VAT excluded)

Connection fee	60 €
Monthly fee	7 €
Call set up fee	0 €

Outgoing voice + data calls		To:				
From:	See the attached Country List	Elsacom SIM	Zone 1, 2		Zone 3	Other Satellite Systems
			Fixed	Mobile		
		Zone 1		0.75 €	0.93 €	1.10 €
Zone 2		1.50 €	1.50 €	1.50 €	2.00 €	10.00 €
Zone 3		2.00 €	2.00 €	2.00 €	2.00 €	10.00 €

Incoming voice and data calls	
See the attached Country List	
Zone 1	0.00 €
Zone 2	1.00 €
Zone 3	2.00 €

SMS outgoing	0,35 €
SMS incoming	0,00 €

Voice call increments	
Zone 1:	Minimum duration: 60 seconds. Thereafter, increment is 30 seconds
Zones 2 and 3:	Charging units of 60 seconds
Data call increments	
Zone 1:	Charging units of 10 seconds
Zones 2 and 3:	Charging units of 60 seconds
Special discount	12% of discount on outgoing satellite traffic starting from the 5th minute of the call

Country list

Zone 1:

Albania, Austria, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Denmark, Estonia, ex-Yugoslavia (Serbia/Montenegro/Kosovo), Finland, Germany, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Macedonia, Malta, Moldova, Norway, Romania, San Marino, Slovakia, Slovenia, Sweden, Switzerland, Ukraine.

Zone 2:

Andorra, Anguilla, Antigua & Barbuda, Aruba, Azores, Bahamas, Barbados, Belgium, Bermuda, British Virgin Islands, Canada, Cayman Islands, Czech Republic, Dominica, Dominican Republic, Faeroe Islands, France, Gibraltar, Grenada, Guadeloupe, Haiti, Iceland, Ireland, Jamaica, Luxembourg, Martinique, Monaco, Montserrat, Netherlands Antilles, Netherlands, Poland, Portugal, Puerto Rico, Spain, St. Barthelemy, St. Kitts & Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos Islands, United Kingdom, United States, Virgin Islands (US).

Zone 3:

Afghanistan, Algeria, American Samoa, Angola, Argentina, Armenia, Ascension Island, Australia, Azerbaijan, Bahrain, Bangladesh, Belize, Benin, Bhutan, Bolivia, Botswana, Brazil, Brunei, Burkina, Burundi, Cameroon, Cape Verde Is., Cent. African Rep., Chad Rep., Chile, China, Colombia, Comoros Isl. Rep., Congo Rep., Cook Islands, Costa Rica, Cuba, Djibouti, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Falkland Islands, Faso, Fiji, French Guyana, French Polynesia, Gabon, Gambia, Georgia, Ghana, Greenland, Guam, Guatemala, Guinea Pop Rep., Guinea-Bissau, Guyana, Honduras, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kiribati, Korea North, Korea South, Kuwait, Kyrgyzstan, Laos, Macao, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Malaysia, Maldives Rep., Mali Rep., Marshall Is., Mauritania, Mauritius, Mexico, Micronesia, Mongolia Pop Rep., Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, Nether Antilles, New Caledonia, New Zealand, Nicaragua, Niger Republic, Nigeria, Niue, Norfolk Is., Oman, Pakistan, Palau Republic, Panama, Papua N. Guinea, Paraguay, Peru, Philippines, Qatar, Reunion Island, Russian Fed., Rwanda, Samoa, Sao Tome, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Singapore, Solomon Is., Somalia, South Africa, Sri Lanka, St. Helena, St. Pierre, St. Vincent, Sudan, Suriname, Swaziland, Syrian Arab Rep., Taiwan, Tajikistan, Tanzania, Thailand, Togo, Tonga, Tunisia, Turkmenistan, Tuvalu, Turkey, Uganda, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Wallis Isl., Yemen, Zaire, Zambia, Zimbabwe.

INFORMATION PROVIDED IN ACCORDANCE TO LAW NO. 675/96

In accordance to Art. 10 of Law 675/96 and its subsequent modifications and integration (Law on protection of privacy of persons and of other subjects in personal data processing, hereinafter referred to as "Privacy Law"), ELSACOM hereby informs you that, before, during, and after our Globalstar Satellite Telecommunication Service contractual relationship, ELSACOM will process (through consultation, processing, comparison, interconnection, communication/dissemination and any other suitable mean of processing, as defined in the Privacy Law) personal data provided by you orally, in writing or through electronic means, exclusively for the following purposes:

- Purposes strictly connected and instrumental to management of the contractual relationship and to the protection, management and/or assignment of your debt (including acquisition of preliminary information to formation of the contract and execution of accountancy operations in accordance to obligations arising from the contractual relationship);
- Statistical, commercial, marketing and promotional purposes, connected to ELSACOM's activities (such as market researches, economic and statistical analyses, commercial information, marketing of ELSACOM's services, delivery of advertising material, updates regarding promotions and offers proffered by ELSACOM, including promotions aiming to rewarding Customers);
- Purposes connected to crime prevention and maintaining law and order.

ELSACOM further informs you that:

- a) personal data requested are necessary for formation and management of the contractual relationship;
- b) in order to fulfil the aforementioned contract and to provide Satellite Roaming and GSM Roaming services, personal data provided by you may be communicated to national and international telecommunications operators;
- c) personal data provided by you may also be communicated to, or access to them may be allowed to, financial intermediaries, factoring companies, debt-collection agencies and/or companies, in relation to the agreed forms and methods of payment;
- d) personal data provided by you may also be communicated, with your specific consent, to companies, entities, consortia and associations (including ELSACOM's holding and subsidiary companies and companies under the remarkable influence of ELSACOM S.p.A. according to Article 2359, paragraph 3, of the Italian Civil Code) for purposes related to marketing and market research;
- e) Personal data provided by you will be processed without disclosing them to unauthorized third parties and, in any event, in compliance with the safety criteria set forth in the Privacy Law.

ELSACOM hereby informs you that the officer responsible for the processing of your personal data will be the *pro-tempore* Head of ELSACOM's Information Services.

In respect of the processing of your personal data effected by Elsacom (with registered offices in Via di Settebagni 390, Rome, Italy) you are entitled to exercise the rights set forth in Art. 13 of the Privacy Law, hereunder quoted in its entirety.

Article 13 Law No. 675/96 (Customer's Rights)

1. In relation to processing of personal data, the Customer has the right:

- a) To become aware of any processing of his/her personal data, by mean of free access to the Register envisaged under Article 31, paragraph 1, letter a), of the Privacy Law;
- b) To be informed about what set forth in Article 7, paragraph 4, letters a), b) and h), of the Privacy Law;
- c) To obtain, without delay and at Elsacom's responsibility, the following:
 - 1. confirmation regarding the existence or non-existence of his/her personal data, including data not yet recorded, and communication, in an intelligible format, of such personal data, of their source, of the logic and purposes of their processing; the request can be renewed after not less than ninety (90) days, except in case of justified grounds;
 - 2. cancellation, transformation into an anonymous data or complete block of personal data processed in breach of laws, including those data which are no longer necessary in relation to the purposes for which they was collected or subsequently processed;
 - 3. updating, correction or, should the Customer be interested in it, integration of his/her personal data;
 - 4. a statement confirming that activities carried out pursuant to points c.2) and c.3) above, including their contents, have been brought to the knowledge of those to whom such data had been communicated or disseminated, save in case such activity results to be impossible or implies the use of excessive means if compared to the protected right.
- d) To object for lawful causes the processing, in whole or in part, of his/her personal data, even if relevant to the purposes for which such data has been collected;
- e) To object the processing, in whole or in part, of his/her personal data for purposes of commercial information, delivery of advertising or direct sales material, of market research or of interactive commercial communications, and to be informed by Elsacom, no later than the moment in which such data are communicated or disseminated, about the possibility of exercising without charge such right.

2. If, following requests filed by the Customer pursuant to paragraph 1., letter c), point i, no personal data regarding the requesting Customer are found, the Customer may be required to pay an amount as contribution to, and not higher than, expenses incurred by Elsacom, in accordance to the method and within the limits set forth in the regulation envisaged in Article 33, paragraph 3, of the Privacy Law.

3. The rights under paragraph 1 referring to personal data of deceased persons can be exercised by whoever may be interested in it.

4. The Customer can, by written instrument, delegate or grant power of attorney to natural or legal persons or associations to exercise the rights set forth under paragraph 1 above.

5. The regulations governing journalists' professional secrecy apply, limited to sources of information.

Customer Ref. No. _____

CONSENT TO PROCESS PERSONAL DATA

Date:

In relation to the information provided herein, the undersigned,

X _____

hereby declares and expressly:

- ❖ Gives his/her consent to the processing (through consultation, processing, comparison, interconnection, communication/dissemination, and any other suitable mean of processing, as defined in the Privacy Law) of his/her personal data, provided orally, in writing or through electronic means, before, during and after the **Elsacom Satellite Telecommunication Service** contractual relationship; such consent is limited to the processing aimed exclusively to the following purposes:
 - Purposes strictly connected and instrumental to management of the contractual relationship and to the protection, management and/or assignment of his/her debt (including acquisition of preliminary information to formation of the contract and execution of accountancy operations in accordance to obligations arising from the contractual relationship);
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 - Purposes connected to crime prevention and maintaining law and order.
- ❖ Agrees that his/her personal data are necessary for the formation and the management of the contractual relationship;
- ❖ Gives his/her consent to the communication of his/her personal data to national and international operators, in order to fulfil the Contract and to be provided with Satellite Roaming and GSM Roaming services;
- ❖ Gives his/her consent to the communication of, and to allow access to, his/her personal data to financial intermediaries, factoring companies, debt-collecting companies and/or agencies, in relation to the agreed forms and methods of payment;
- ❖ Agrees that his/her personal data will be processed without disclosing them to unauthorized third parties and, in any event, in compliance with the safety criteria set forth in the Privacy Law.

The Customer or authorised representative (the latter holding the relative power of attorney)

X _____

In addition, the undersigned

Gives his/her consent/ Does not give his/her consent

to communicate/disseminate his/her personal data to companies, entities, consortia and associations (including Elsacom's holding and subsidiary companies and companies under the remarkable influence of ELSACOM according to Article 2359, paragraph 3, of the Italian Civil Code) for purposes related to marketing and market research.

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 - ii. cancellation, transformation into an anonymous data or complete block of personal data processed in breach of laws, including those data which are no longer necessary in relation to the purposes for which they was collected or subsequently processed;
 - iii. updating, correction or, should the Customer be interested in it, integration of his/her personal data;
 - iv. a statement confirming that activities carried out pursuant to points c.2) and c.3) above, including their contents, have been brought to the knowledge of those to whom such data had been communicated or disseminated, save in case such activity results to be impossible or implies the use of excessive means if compared to the protected right.
- d) To object for lawful causes the processing, in whole or in part, of his/her personal data, even if relevant to the purposes for which such data has been collected;
- e) To object the processing, in whole or in part, of his/her personal data for purposes of commercial information, delivery of advertising or direct sales material, of market research or of interactive commercial communications, and to be informed by Elsacom, no later than the moment in which such data are communicated or disseminated, about the possibility of exercising without charge such right.

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