

PCS WIRELESS LLC

SALES TERMS AND CONDITIONS

Revised version — effective June 2026

These sales terms and conditions (“Terms”) govern every sale, transfer and shipment of Products by PCS Wireless, LLC and its subsidiaries and affiliates (“Seller”) to the customer (“Purchaser”), unless Seller and Purchaser have signed a separate written agreement that expressly governs the sale. Purchaser and Seller are each a “Party” and together the “Parties.”

Business-to-business only. These Terms apply solely to transactions between businesses. Purchaser represents that it is acquiring the Products in the course of its trade or business and for resale or commercial use, and not as a consumer, and that no statutory consumer-protection regime applies to the sale.

Each sale, transfer and shipment is expressly conditional on these Terms. Purchaser accepts these Terms on the first to occur of: (i) signing below (electronic or .pdf signature acceptable); (ii) a signed credit application containing these Terms; or (iii) payment of Seller’s invoice that contains a link to these Terms, as updated.

These Terms, which may be updated from time to time as communicated via link on Seller’s invoices, together with any Invoice, constitute the entire agreement between the Parties regarding the sale of Products and supersede all prior agreements and understandings, whether oral or written.

1. ACCEPTANCE OF TERMS

1.1 These Terms form an ongoing contract, supported by mutual promises and other good and valuable consideration, governing Purchaser’s purchase of Products from Seller. If Purchaser does not agree to these Terms, it may not purchase Products from Seller.

2. DEFINITIONS

2.1 “Confidential Information” means any non-public information disclosed by one Party (“Discloser”) to the other (“Recipient”) concerning the Discloser’s business including intellectual property, software, technology, pricing, costs, customer and vendor lists, finances, prices, marketing, business opportunities, personnel, research and know-how, in any form, whether or not marked “confidential”. Confidential Information does not include information that: (1) is or becomes public through no fault of the Recipient; (2) the Recipient can prove by written evidence it lawfully held before disclosure; (3) the Recipient independently develops without use of the Discloser’s Confidential Information; (4) the Recipient lawfully obtains from a third party free to disclose it; or (5) is required to be disclosed by law or governmental action, provided the Recipient gives the Discloser prompt notice where legally permitted.

2.2 “Seller” means PCS Wireless, LLC or the subsidiary, licensee, joint venture or affiliate identified as the Seller on the Invoice.

2.3 “Intellectual Property” means all patents, trademarks, trade names, designs, copyright and other intellectual property rights, whether registered or unregistered.

2.4 “Purchaser” means the person, business or company purchasing the Products, as identified in the signature block below or on the Invoice.

2.5 “Products” means any products, including cellular and mobile telephones, tablets, laptop computers, accessories, and ancillary products or services sold, transferred or shipped to Purchaser by Seller and described in the Invoice, whether new, preowned, refurbished or graded.

2.6 “Purchase Order” means a written request by Purchaser to Seller to purchase Products.

2.7 “Invoice” means Seller’s written response to a Purchase Order detailing the Products, payment terms and shipping terms.

2.8 “Signed in writing by the Parties” means a manuscript or authorized digital signature (e.g., DocuSign, Adobe Sign). For the purpose of amending these Terms, a signed writing does not include a (i) signature block, (ii) so-called “e-signature”, (iii) email, instant message or similar communication, or (iv) course of dealing or conduct.

3. ORDERS

3.1 Seller may, at its sole discretion, make available to Purchaser a list of Products with prices and other terms available for sale.

3.2 To purchase Products, Purchaser shall submit a written Purchase Order to Seller (email acceptable).

3.3 Seller will notify Purchaser whether the Purchase Order is accepted and, if so, issue an Invoice (email acceptable).

3.4 Unless the Invoice states otherwise, after receiving payment Seller shall have the Products for each accepted Purchase Order ready for shipment within five (5) business days of the Invoice date (“Shipment Date”). If Seller cannot meet the Shipment Date it shall promptly notify Purchaser, who may then extend the Shipment Date or cancel the affected Purchase Order and receive a refund of amounts paid for it.

3.5 Seller may reject any Purchase Order.

3.6 Seller is not bound by any terms in a Purchase Order. Except for prospective amendments made under Section 19.1, these Terms may not be amended, supplemented or modified, nor any obligation waived, except by a writing signed by the Parties. Any different or additional terms in any Purchase Order or other Purchaser document are expressly rejected and of no effect.

4. PAYMENT

4.1 All payments are in US Dollars unless the Invoice states otherwise. Purchaser bears all bank charges, currency-conversion costs and the risk of exchange-rate fluctuation.

4.2 Purchaser shall pay for Products as set out in these Terms unless the Invoice provides otherwise.

4.3 Seller may suspend, reduce, terminate or modify any credit facility extended to Purchaser at any time, at its sole discretion.

4.4 If Purchaser fails to pay when due, all amounts owing on any account become immediately due and payable, together with Seller's costs of enforcement (including legal and attorney's fees).

4.5 Purchaser shall pay interest on overdue amounts at the lower of 3% per month or the highest rate permitted by applicable law, accruing daily from the due date until paid in full.

4.6 Purchaser shall pay all amounts owing in full and, to the extent permitted by law, waives any right of set-off, deduction or counterclaim.

4.7 Unless these Terms or the Invoice state otherwise, prices exclude all taxes, handling, delivery, agents' charges and any other charge, duty or impost.

4.8 Unless the Invoice states otherwise, Purchaser shall pay on demand any tax (other than Seller's income tax) arising under these Terms including value-added tax (VAT), goods and services tax, customs duty, excise duty, stamp duty and similar charges, plus any related fine, penalty or interest caused by Purchaser's default.

4.9 Purchaser shall pay the full amount due without deduction or withholding for any tax and shall reimburse Seller for any such tax Seller pays. If withholding is legally required, Purchaser shall gross up the payment so Seller receives the full amount due.

4.10 Each Party is responsible for its own income-tax obligations arising from transactions under these Terms.

5. DELIVERY

5.1 Unless the Invoice states otherwise, Products are delivered FCA Seller's facility (Incoterms 2020) and Purchaser bears all transport costs and the risk of loss from that point.

5.2 Delivery times are estimates only. Seller is not liable for any delay in delivery, and partial shipments are permitted.

5.3 Unless the Invoice states otherwise, shipment is by Seller's carrier of choice and Purchaser is responsible for insuring the shipment. Purchaser may instead use its own carrier by giving Seller its carrier information.

5.4 Where Seller's carrier is used, Purchaser has no claim against that carrier, and the carrier has no liability to Purchaser for any direct, indirect, consequential or economic loss (including alternative transport costs, lost profit, business or revenue) arising from any loss, damage or delay, whether or not a value was declared.

6. TITLE AND RISK OF LOSS

6.1 Risk of loss passes to Purchaser immediately upon: (a) shipment, if Seller's carrier is used; or (b) collection by Purchaser or its carrier or agent at Seller's facility.

6.2 Title passes to Purchaser only upon Seller's receipt of the full Invoice price. Until then, to the extent permitted by applicable local law, Seller retains title and a security interest in the Products and may register or perfect that interest, and Purchaser will provide reasonable assistance to do so.

6.3 Until paid in full, Seller may retake possession of the Products; and on any default Seller may, at its discretion, (i) repossess the Products in lieu of payment, with Purchaser liable for Seller's losses and costs, and/or (ii) require payment of the full Invoice price. Purchaser may nonetheless resell the Products to its buyers in the ordinary course of business.

6.4 Purchaser is advised to insure the Products adequately, as carriers limit their liability and Purchaser bears risk of loss from shipment.

6.5 Risk of loss for Products approved (via the RMA portal) for return to Seller remains with Purchaser until received by Seller at its designated location.

6.6 Once risk of loss has transferred to Purchaser, it remains with Purchaser unless and until Seller retakes possession under these Terms.

6.7 If Purchaser breaches these Terms, Purchaser authorizes Seller to enter any premises where the Products are stored to inspect or reclaim them, to the extent permitted by applicable law.

6.8 If Purchaser sells or disposes of Products before full payment, Purchaser must, on Seller's request, give written details of the Products dealt with.

6.9 This Section applies despite any credit Seller grants to Purchaser.

7. INSPECTION AND ACCEPTANCE

7.1 On receipt of the Products at the address on the Invoice (the "Receipt Date"), Purchaser shall promptly inspect the shipment for any non-conformity with the Purchase Order and Invoice.

7.2 Purchaser must notify Seller in writing of any claimed non-conformity within three (3) business days of the Receipt Date (the "Inspection Deadline"); otherwise, the order is deemed conforming and accepted.

7.3 For a short-shipment claim, Purchaser must, in addition to timely notice, provide documentary evidence including a clear, unobstructed video showing the packaging was untampered and showing the Products being removed and counted. Seller will determine any shortage acting reasonably and in good faith, and its determination is conclusive absent manifest error.

7.4 Except as otherwise provided, non-conformity is governed by Seller's RMA Policy.

8. PRODUCT RETURNS

8.1 Returns are governed by Seller's return merchandise authorization policy ("RMA Policy"), as amended from time to time, available on request and via the Customer RMA portal.

8.2 Purchaser must notify Seller in writing of any Products it wishes to return, in accordance with the RMA Policy and by the deadline stated there (the "Rejection Deadline").

8.3 Only non-conforming Products may be returned, and only on timely notice. At Seller's option, non-conforming Products will be replaced with conforming Products at Seller's cost, or Purchaser will be reimbursed the amount it

paid for them. This is Purchaser's sole and exclusive remedy for non-conforming Products.

8.4 Substitute Products will be shipped to Purchaser by ordinary freight, pre-paid.

8.5 Seller is not liable for damage or defects caused by improper storage, warehousing or transport, or by neglect, abuse, misuse, improper installation or maintenance, or unauthorized repair.

9. FORCE MAJEURE

9.1 Seller is not liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, fire, earthquake, flood, severe weather; epidemic or pandemic; war, terrorism or civil or military disturbance; governmental order, embargo, sanctions or change of law; cyber-attack, ransomware or telecommunications or utility failure; supplier, raw-material, component or transport shortage; strike or labor dispute; or equipment breakdown. Seller will notify Purchaser, and if the event continues for 60 days either Party may terminate the affected orders without penalty; Seller will refund amounts paid for undelivered Products.

10. PURCHASER'S CANCELLATION

10.1 Purchaser may not cancel an accepted order except with the written consent of an authorized officer of Seller.

10.2 Any such consent must be given by an authorized officer of Seller in a signed document, and Purchaser must confirm the cancellation in writing within seven (7) days of that consent.

11. DEFAULT OF PURCHASER

11.1 Without prejudice to its other rights, if Purchaser breaches these Terms or becomes insolvent, enters bankruptcy or similar proceedings, or ceases trading, Seller may, at its sole discretion and without further liability: (a) suspend or refuse further sales, transfers or shipments; (b) suspend or cancel any accepted but unfulfilled order; (c) declare all amounts owing immediately due; and/or (d) terminate the relationship without notice.

12. "AS IS / WHERE IS"; DISCLAIMER; LIMITATION OF LIABILITY

12.1 Seller warrants that it can convey good and marketable title to the Products, free of security interests, liens, pledges, claims and encumbrances.

12.2 EXCEPT AS EXPRESSLY STATED IN THESE TERMS, SELLER IS NOT A MANUFACTURER AND GIVES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THE PRODUCTS ARE SUPPLIED "AS IS" AND "WHERE IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER IS NOT LIABLE FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ON ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE PRODUCTS WILL NOT EXCEED THE

PURCHASE PRICE PAID FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THIS LIMITATION SURVIVES EACH TRANSACTION.

12.4 Non-excludable liability. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by a Party's negligence, for fraud or fraudulent misrepresentation, or for any other liability that applicable law prohibits being limited. Where any exclusion or limitation in this Section is held unenforceable, it applies to the maximum extent permitted by law and the remainder stays in force.

13. INTELLECTUAL PROPERTY

13.1 Purchaser acknowledges that all Intellectual Property in or relating to the Products belongs to Seller, its suppliers, the manufacturers or their licensors, and may be used only with their express written consent and only as essential for the stated purpose.

13.2 Purchaser must not register or use any trademark, trade name, domain name, trading style or design of Seller, its suppliers, the manufacturers or their licensors in connection with the Products.

13.3 Purchaser will indemnify Seller against all liabilities, damages, costs and expenses arising from work performed to Purchaser's specifications, or from combining or using the Products with other equipment, parts or software not supplied by Seller, that infringes any third party's Intellectual Property.

13.4 Seller has no liability for and no duty to defend, indemnify or hold Purchaser harmless against any claim that the Products infringe a third party's Intellectual Property rights.

14. CONFIDENTIALITY

14.1 Non-Disclosure. During the relationship and for five (5) years after the last transaction, each Party shall keep the other's Confidential Information strictly confidential, use it only for the purpose of the Parties' dealings, and not disclose it to any third party without the Discloser's consent, except to its personnel and advisers who need it and are bound by equivalent obligations.

14.2 Compelled Disclosure. If a Party is legally compelled to disclose Confidential Information, it shall (where lawful) give the other Party prompt notice and reasonable cooperation so the other Party may seek a protective order; declining to oppose one disclosure does not waive the right to oppose others.

14.3 Ownership. All Confidential Information remains the exclusive property of the Discloser; no right or license is granted except as expressly stated.

14.4 Return or Destruction. On the Discloser's request or on termination, the Recipient shall return or destroy all Confidential Information (certifying destruction on request), except copies required by law or retained in routine electronic back-ups, which remain subject to confidentiality.

14.5 No Warranty. Each Party warrants it has the right to disclose its Confidential Information; otherwise such information is provided "AS IS" without warranty as to accuracy.

14.6 No Restriction on Business. These Terms do not limit the Discloser's ability to conduct other negotiations or deal with its own Confidential Information.

14.7 Injunctive Relief. Each Party agrees that breach of this Section may cause irreparable harm for which damages are inadequate, and that the other Party may seek injunctive or other equitable relief in addition to its other remedies, without needing to prove actual damages.

15. EXPORT CONTROL, SANCTIONS, ANTI-CORRUPTION & RESALE COMPLIANCE

15.1 Purchaser acknowledges that some Products may be controlled under applicable export-control laws. Purchaser shall not export, re-export, divert or distribute any Product in breach of those laws.

15.2 Seller is committed to lawful and ethical trade. Purchaser, and its agents and sub-distributors, shall comply with all applicable laws governing exports, imports, sanctions and supply-chain security.

15.3 Purchaser shall comply with all applicable laws in purchasing and reselling the Products, including (a) export, import and customs laws; (b) economic and trade sanctions and embargoes administered by the United States (OFAC and BIS), the United Nations Security Council, the European Union, the United Kingdom (OFSI) and any other jurisdiction with authority over the transaction; and (c) anti-bribery, anti-corruption and anti-money-laundering laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

15.4 Purchaser shall not resell, transfer or ship any Product to any person or entity that is the target of, or owned or controlled by a target of, applicable sanctions or that appears on any applicable restricted-party or denied-party list, including the U.S. Commerce Department Denied Persons and Entity Lists, the U.S. Treasury (OFAC) Specially Designated Nationals List, the UN Security Council Consolidated List, and the EU and UK consolidated sanctions lists, each as amended.

15.5 Purchasers in China or Hong Kong warrant that no Product is for a military end use and that neither Purchaser nor any party it resells to in China or Hong Kong is a military end user, as defined in EAR § 744.21.

15.6 Purchaser warrants ongoing compliance with all applicable anti-bribery, anti-corruption and anti-money-laundering laws.

15.7 Where Products are subject to license requirements or transaction-specific restrictions, Purchaser shall comply and indemnify Seller for any liability arising from its breach.

15.8 Pre-resale obligations (Purchaser to indemnify Seller for non-compliance): (a) Law: comply with all applicable laws using industry best practice; (b) Data privacy: although Products are supplied data-cleared, before resale Purchaser shall verify each Product and erase all consumer/personal data to a recognized standard (e.g., NIST SP 800-88, or an equivalent standard, and in compliance with applicable data-protection laws including the GDPR, UK GDPR and CCPA/CPRA), to a standard no less protective than Seller's (available on request); (c) Environment: comply with applicable environmental laws and recognized standards

(e.g., R2v3, e-Stewards, ISO 14001, ISO 45001, NAID AAA, and the EU WEEE Directive where applicable); and (d) Restricted territory: not resell into any territory in breach of applicable export, import, sanctions or local law, or contrary to any restriction stated in the Invoice.

16. RELATIONSHIP

16.1 The Parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship, and neither Party may bind the other or use the other's name or intellectual property without prior written consent.

17. ARBITRATION; GOVERNING LAW; JURISDICTION; JURY & CLASS WAIVER

17.1 The Parties will resolve all disputes by final, binding and confidential arbitration before a single arbitrator. For disputes where Purchaser is U.S.-based, arbitration is under the U.S. Federal Arbitration Act and the AAA Commercial Arbitration Rules; for disputes involving a non-U.S. Purchaser, arbitration is under the Rules of the AAA's International Centre for Dispute Resolution (ICDR), which supports enforcement under the New York Convention. The seat and venue is Morris County, New Jersey, USA, and the language is English. Judgment on the award may be entered in any court of competent jurisdiction. The arbitrator will allocate the costs and fees of the arbitration, and may award the prevailing Party its reasonable costs and attorneys' fees.

17.2 Class waiver. All disputes will be arbitrated only on an individual basis; class, collective and representative proceedings are waived to the fullest extent permitted by law.

17.3 . Each Party shall bear its own expenses of arbitration, including legal fees and disbursements, however, Purchaser shall bear all the costs and fees of arbitration including fees of the arbitrator.

17.4 Any matter not subject to arbitration is governed by the laws of the State of New Jersey, without regard to conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in Morris County, New Jersey.

17.5 CISG / governing law. These Terms are governed by the laws of the State of New Jersey. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply.

17.6 JURY WAIVER. TO THE EXTENT ANY MATTER IS HEARD IN COURT, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL, KNOWINGLY AND VOLUNTARILY.

18. INDEMNIFICATION

18.1 Purchaser shall defend, indemnify and hold harmless Seller and its affiliates, and their respective directors, officers, employees, contractors, agents, successors and assigns, from all claims, demands, proceedings, damages, liabilities, penalties and expenses (including reasonable attorneys' fees) arising from (a) Purchaser's breach of these Terms, (b) Purchaser's violation of any export, sanctions, anti-corruption, data-protection or other applicable law, or (c) Purchaser's acts or omissions relating to the Products, including their resale, marketing, packaging, shipping, export, repair, modification or parts harvesting.

19. GENERAL

19.1 Amendments. Seller may amend these Terms prospectively by notice by mail, email or posting on Seller's website; the amended Terms apply to orders placed after the change, and continued ordering is acceptance. Terms applicable to an already-accepted order may be changed only under Section 3.6.

19.2 Severability. If any provision is invalid or unenforceable, it is read down or severed to the minimum extent necessary and the remaining provisions continue in full force.

19.3 Waiver. A Party's failure or delay in enforcing any provision is not a waiver of its right to enforce it later.

19.4 Assignment. Purchaser may not assign its rights or obligations without Seller's prior written consent. Seller may assign these Terms to an affiliate or successor.

19.5 Costs. In any action or proceeding under these Terms, the prevailing Party may recover its reasonable costs and attorneys' fees.

19.6 Contact information. Purchaser is solely responsible for keeping its contact details and list of Authorized Persons current. Seller may rely on, and send notices to, the most recent contact details and Authorized Persons on record until it receives written notice of a change at apgroup@pcsw.com, and has no liability for acting on prior authority before then.

19.7 Notices to Seller. Notices to Seller must be in writing and delivered by certified or registered mail, recognized courier or by hand; email notice is effective only if receipt is confirmed by the recipient. PCS Wireless, LLC, 11 Vreeland Road, Florham Park, NJ 07932, USA, Attn: Legal Department, legal@pcsw.com.

19.8 Entire agreement; no third-party beneficiaries; language; survival. These Terms with the Invoice are the entire agreement and supersede prior dealings. There are no third-party beneficiaries. The English-language version controls. Provisions that by their nature should survive (including Sections 4, 6, 12, 13, 14, 15, 17 and 18) survive termination.

ACKNOWLEDGMENT AND ACCEPTANCE

Purchaser acknowledges that it has read, understands, and agrees to these Sales Terms and Conditions. As stated above, Purchaser accepts these Terms on the first to occur of (i) signing below; (ii) submitting a signed credit application that include these terms; or (iii) payment of Seller's invoice that contains a link to these Terms, as updated; **and a signature below is not required to form a binding agreement.** Where a signature is provided, it confirms (but is not a condition of) acceptance. The individual signing represents that they are authorized to bind Purchaser.

PURCHASER:

Legal Entity: _____

Signature: _____

Name: _____

Title: _____

Date: _____