**To: Telekom Romania Mobile Communications**

**Agreement for trademark use**

*[The name of Company’s representative],* in one’s capacity as [*Company Position*] of*[the name of Company*] **(hereinafter referred to as a „*Client”)*** having its registered office at *[full adress],* registered with the trade Registry under no. ..............., having the Unique Registration Code ............., I hereby certify that [the Company Name] ownes the usage rights for the **[SenderID]** trademark (hereineftar referred to as „Sender ID”) and thus approve the use of Sender ID by the **IBASIS Communications AG** (hereinafter referred to as the „Partner” ) *and Telekom Romania Mobile (hereinafter referred as „****Telekom****”)* as custom sender field forsending commercial messages to end users in Telekom network .

I understand and I agree that Telekom makes no representation or warranty, and hereby expressly disclaims any and all warranties, express or implied, including, but not limited to the manner in which the Sender ID label is used in Telekom network via the short number. I declare that Telekom Romania Mobile cannot be responsible for the usage of Sender ID in its network for the Client the fully responsible for the usage being in charge of Partner including the case of breach of the scope, breaching the laws using anticompetition practices, hijacking users, creating the confusions between him and third parties, or creating confusion between his services and third party’s services.

All responsibility in relation to the manner in which the **[Sender ID]** label is used in the Telekom network lies with the **[Client]**. Thus, any obligations, damages, costs, losses and expenses incurred by Telekom towards a third party or an authority as a result of the **[Client]**'s breach of any obligation assumed and/or guarantees given in connection with the use of the sender, belong exclusively to and will be fully borne by the **[Client]**, who will indemnify Telekom against any claims, damages, costs, losses and/or expenses thus incurred or incurred, including with regard to any aspects related to a possible infringement of competition law by carrying out anti-competitive practices, Telekom being exonerated from liability. **[Client]** agrees that Telekom has the right to suspend the transmission of commercial messages in its network using the **[Sender ID]** trademark if there is a claim by a third party/request from authorities regarding this trademark.

Date:

……………………

Name: ........................

Position:.......................

Signature:……………

Company:……………………………

Contact details: *……………..*

[name]: *……………..*

Phone: …………………….

E-mail: ………………………