

Fill in this information to identify the case:

Debtor Pareteum Corporation

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 22-10615

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>bernard moncarey</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	<small>Other names the creditor used with the debtor</small> _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<u>bernard moncarey</u> <u>rue de machault</u> <u>13</u> <u>luxemburg, luxemburg 2111, luxemburg</u>	
	<small>Contact phone</small> <u>00352691227727</u>	<small>Contact phone</small> _____
	<small>Contact email</small> <u>bmoncarey@gmail.com</u>	<small>Contact email</small> _____
	<small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 350000. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
money loaned

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/19/2022
MM / DD / YYYY

/s/bernard moncarey
Signature

Print the name of the person who is completing and signing this claim:

Name bernard moncarey
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 201-2205 | International (310) 751-1839

Debtor: 22-10615 - Pareteum Corporation		
District: Southern District of New York, New York Division		
Creditor: bernard moncarey rue de machault 13 luxemburg, luxemburg, 2111 luxemburg Phone: 00352691227727 Phone 2: Fax: Email: bmoncarey@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: money loaned	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 350000	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: bernard moncarey on 19-Jul-2022 5:21:34 a.m. Eastern Time Title: Company:		

THIS SUBSCRIPTION AGREEMENT IS EXECUTED IN RELIANCE UPON THE EXEMPTION TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO RULE 903 OF REGULATION S (“REGULATION S”) PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THIS OFFERING IS BEING MADE ONLY TO NON-U.S. PERSONS PURSUANT TO RULE 903 OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT. NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION RELATES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE SECURITIES ACT.

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this “Subscription”) has been executed by Pareteum Corporation, a corporation organized under the laws of the State of Delaware (hereinafter referred to as the “Company”) and the purchaser set forth in the Omnibus Signature Page (the “Signature Page”) attached hereto (the “Purchaser”) in connection with the private placement of **\$120,000** of the Company’s 8% Series C Redeemable Preferred Stock having the rights and preferences set forth in the Certificate of Designations (the “Series C Certificate”) of the 8% Series C Redeemable Preferred Stock previously filed with the Secretary of State for the State of Delaware on December 10, 2019 (each, a “Share”, and collectively, the “Securities”). The offer, sale and issuance of the Securities pursuant to this Subscription have not been registered under the Securities Act. The offer of the Securities and, if this Subscription is accepted by the Company, the sale of Securities, is being made in reliance upon Rule 903 of Regulation S promulgated under the Securities Act. All dollar amounts in this Subscription are expressed in U.S. Dollars.

This Subscription is submitted by the undersigned in accordance with and subject to the terms and conditions described in this Subscription, including the Exhibits and Schedules hereto.

The terms and conditions of the Securities offered in this offering of (“Offering”) are more completely described in the Series C Certificate on file with the Secretary of State for the State of Delaware.

The Purchaser hereby represents and warrants to, and agrees with the Company as follows:

ARTICLE 1 SUBSCRIPTION

Subscription

1.1 Subject to the terms and conditions hereof, the Purchaser hereby irrevocably subscribes to purchase the amount of Securities set forth on the Signature Page attached hereto, at an aggregate purchase price as set forth on the Signature Page (the “Subscription Funds”).

Method of Payment

1.2 The Purchaser shall pay the Subscription Funds by delivering good funds in United States Dollars by way of wire transfer of funds to the Company on or before the Closing Date (as defined below). The wire transfer instructions are as set forth in Exhibit C, attached hereto and made a part hereof.

Upon receipt of the Subscription Funds and acceptance of this Subscription by the Company, the Company shall take up the Subscription Funds (the “Closing Date”) and issue to the Purchaser such number of Securities represented by the amount of the accepted Subscription Funds.

The Purchaser acknowledges that the subscription for Securities hereunder may be rejected in whole or in part by the Company in its sole discretion and for any reason, notwithstanding prior receipt by the Purchaser of notice of acceptance of such subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription. If this Subscription is rejected in whole, or the offering of Securities is terminated, all funds received from the Purchaser will be returned without interest or offset, and this Subscription shall thereafter be of no further force or effect. If this Subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Subscription will continue in full force and effect to the extent this Subscription was accepted.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Representations and Warranties

2.1 The Purchaser represents and warrants to the Company, with the intent that the Company will rely thereon in accepting this Subscription, that:

- (a) Non-U.S. Purchaser. The Purchaser is outside the United States when receiving and executing this Subscription Agreement and the Purchaser is not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act and as set forth in Exhibit A attached hereto and made a part hereof;
- (b) Experience. The Purchaser is sufficiently experienced in financial and business matters to be capable of evaluating the merits and risks of its investments, and to make an informed decision relating thereto, and to protect its own interests in connection with the purchase of the Securities;
- (c) Own Account. The Purchaser is purchasing the Securities as principal for its own account and not for the account or benefit of, directly or indirectly, any U.S. Person. The Purchaser is purchasing the Securities for investment purposes only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;
- (d) Exemption. The Purchaser understands that none of the offer, issuance, sale or resale of the Securities have been registered under the Securities Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, none of the Securities may be offered or sold in the United States or, directly or indirectly, to U.S. Persons, except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to,

the registration requirements of the Securities Act and in each case in accordance with applicable state and provincial securities laws;

- (e) Importance of Representations. The Purchaser understands that the Securities are being offered and sold to it in reliance on an exemption from the registration requirements of the Securities Act, and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the applicability of such safe harbor and the suitability of the Purchaser to acquire the Securities;
- (f) No Registration. None of the offer, issuance, sale or resale of the Securities have been registered under the Securities Act or any state securities laws and accordingly the Securities may not be transferred, sold, assigned, hypothecated or otherwise disposed of unless the transaction is registered under the Securities Act and applicable state securities laws or unless an exemption from such registration is available. The Purchaser represents and warrants and hereby agrees that all offers and sales of the Securities shall be made only pursuant to such registration or to such exemption from registration;
- (g) Information Concerning the Company and the Offering of the Securities. The Purchaser and its purchaser representatives, if any, have carefully reviewed this Subscription and the Series C Certificate (the "Transaction Documents"), and all exhibits and schedules thereto, including Schedule I, Risk Factors, and understand the information contained therein, and further acknowledge that the Purchaser and its purchasers representatives, if any, have reviewed the Company's public documents filed with the Securities and Exchange Commission (the "Commission") since January 1, 2018, including that Current Report on Form 8-K filed as of October 21, 2019 (the "Restatement 8-K") and have been given access and the opportunity to examine all material contracts and documents relating to this Offering. In formulating a decision to invest in the Securities, the Purchaser and its purchaser representatives, if any have relied solely on the Transaction Documents, including all exhibits and schedules thereto.
- (h) Risk. The Purchaser acknowledges that the purchase of the Securities involves a high degree of risk, including the risks set forth in the various reports, statements and other documents filed with the Commission (the "SEC Documents") and in Schedule I hereto, is aware of the risks and further acknowledges that it can bear the economic risk of the Securities, including the total loss of its investment. The Purchaser has adequate means of providing for its financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Securities for an indefinite period of time;
- (i) Reserved.
- (j) No Recommendation or Endorsement. The Purchaser understands that no federal, state or other regulatory authority has passed on or made any recommendation or endorsement of the Securities. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Subscription. Any representation to the contrary is a criminal offense;
- (k) No Representation. In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or information (oral or written) other than as stated in this Subscription;

- (l) No Tax, Legal, Etc. Advise. The Purchaser is not relying on the Company, or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Securities, and the Purchaser has relied on the advice of, or has consulted with, only its own advisers;
- (m) No Directed Selling Efforts. The Purchaser has not acquired the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities; provided, however, that the Purchaser may sell or otherwise dispose of the Securities pursuant to registration thereof under the Securities Act and any applicable state and provincial securities laws or under an exemption from such registration requirements;
- (n) No Plan or Scheme. Purchaser acknowledges that the statutory and regulatory basis for the exemption from U.S registration requirements claimed for the offer of the Securities, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the Securities Act or any applicable state or provincial securities laws;
- (o) Foreign Jurisdiction. Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction of organization, domicile or residence in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including: (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Purchaser’s subscription and payment for, and its continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of the Purchaser’s jurisdiction and
- (p) Short Sales and Confidentiality after the Date Hereof. The Purchaser covenants that neither it, nor any Affiliate acting on its behalf or pursuant to any understanding with it, will execute any “short sales” as defined in Rule 200 of Regulation SHO under the Securities Exchange Act of 1934, as amended (“Short Sales”, which shall not be deemed to include the location and/or reservation of borrowable shares of common stock) during the period commencing at the time it first became aware of this Offering and ending at the time that the transactions contemplated by this Subscription are first publicly announced. The Purchaser covenants that until such time as the transactions contemplated by this Subscription are publicly disclosed by the Company such Purchaser will maintain the confidentiality of the existence and terms of this Offering and the information included in this Subscription. The Purchaser acknowledges the positions of the Commission set forth in Item 65, Section A, of the Manual of Publicly Available Telephone Interpretations, dated July 1997, compiled by the Office of Chief Counsel, Division of Corporation Finance. Notwithstanding the foregoing, Purchaser makes no representation, warranty or covenant hereby that it will not engage in Short Sales in the securities of the Company after the time that the Offering is publicly announced. Notwithstanding the foregoing, if Purchaser is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of Purchaser’s assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser’s assets, the covenant set forth above shall only apply with respect

to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Subscription.

Survival

2.2 The representations and warranties of the Purchaser contained herein will be true at the date of execution of this Subscription by the Purchaser and as of the Closing Date in all material respects as though such representations and warranties were made as of such times and shall survive the Closing Date and the delivery of the Securities. The Purchaser agrees that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the Securities.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 The Company, upon taking up and accepting this Subscription, represents and warrants in all material respects to the Purchaser, with the intent that the Purchaser will rely thereon in making this Subscription, that:

- (a) Legality. The Company has the requisite corporate power and authority to take up and accept this Subscription and to issue, sell and deliver the Securities; this Subscription and the issuance, sale and delivery of the Securities hereunder and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action by the Company; this Subscription and the Securities have been duly and validly executed and delivered by and on behalf of the Company, and are valid and binding agreements of the Company, enforceable in accordance with their respective terms, except as enforceability may be limited by general equitable principles, bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other laws affecting creditors' rights generally;
- (b) Proper Organization. The Company and its subsidiaries ("Subsidiaries") are corporations duly organized, validly existing and in good standing under the laws of their respective jurisdiction of incorporation and are duly qualified as a foreign corporation in all jurisdictions where the failure to be so qualified would have a materially adverse effect on their business, taken as whole;
- (c) No Legal Proceedings. Except as disclosed in the SEC Reports, Schedule I hereto or Schedule II hereto, to the knowledge of the Company, there is no action, suit or proceeding before or by any court or any governmental agency or body, domestic or foreign, now pending against or affecting the Company or its Subsidiaries, or any of their properties or assets, which might reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Subscription, the Securities or the Transaction Documents, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect");
- (d) Non-Default. Except as disclosed in the SEC Reports or Schedule III hereto, to the knowledge of the Company, neither the Company nor any of its Subsidiaries is aware of

any claimed default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust or other material instrument or agreement to which it is a party or by which it or its property may be bound, which default might reasonably be expected to result in a Material Adverse Event;

- (e) Non-Contravention. The acceptance of this Subscription and the consummation of the issuance of the Securities and the transactions contemplated by this Subscription do not and will not conflict with or result in a breach by the Company of any of the terms or provisions of, or constitute a default under the Certificate of Incorporation or Bylaws of the Company, or any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which it or any of its properties or assets are bound, or any existing applicable decrees, judgment or order of any court, federal, state or provincial regulatory body, administrative agency or other domestic governmental body having jurisdiction over the Company or any of its properties or assets, which conflict or breach might reasonably be expected to result in a Material Adverse Event; provided, however that the entities party to the agreements set forth in Schedule IV may claim a conflict or breach of such agreements;
- (f) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than the filing of a Current Report on Form 8-K with the Commission and such filings as are required to be made under applicable state securities laws;
- (g) Issuance of the Securities. The Securities, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and under the Securities Act;
- (h) Environmental Compliance. The Company and its Subsidiaries are and have been in compliance in all material respects with all applicable federal, state and local laws, regulations and codes, in each case relating to pollution, protection of the environment or public health and safety (collectively, “Environmental Laws”). There is no civil, criminal or administrative judgment, action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or, to the knowledge of the Company, threatened against the Company or its Subsidiaries pursuant to Environmental Laws which would reasonably be expected to have a Material Adverse Effect; and, to the knowledge of the Company, there are no past or present events, conditions, circumstances, activities, practices, incidents, agreements, actions or plans which may prevent compliance with, or which have given rise to or will give rise to liability under, Environmental Laws, that would reasonably be expected to have a Material Adverse Effect;
- (i) No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchasers and non- “U.S. person” within the meaning of Rule 902 of Regulation S promulgated under the Securities Act; and

- (j) Foreign Corrupt Practices. Neither the Company nor, to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

Survival

3.2 The representations and warranties of the Company will be true and correct as of the Closing Date in all material respects and shall survive the Closing Date and the delivery of the Securities.

ARTICLE 4 COVENANTS OF THE COMPANY

Covenants of the Company

4.1 The Company covenants and agrees with the Purchaser that:

- (a) Filings. The Company shall make all necessary filings in connection with the sale of the Securities as required by the laws and regulations of all appropriate jurisdictions and securities exchanges;
- (b) Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Purchasers; and
- (c) Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it nor any other Person acting on its behalf, will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto such Purchaser shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

Piggy-back Registration Rights

4.2(a) If at any time the Company has registered or has determined to register the public offering of any of its securities for its own account or for the account of other security holders of the Company on any registration form (other than Form S-4 or S-8) which permits the inclusion of the Registrable Securities (as defined below) (a “Piggyback Registration”), the Company will give holders of the Securities (the “Holders”) written notice thereof promptly (but in no event less than 15 days prior to the anticipated filing date) and, subject to Section 4.2(b), shall include in such registration all Registrable Securities requested to be included therein pursuant to the written request of one or more Holders received within 10 days after delivery of the Company’s notice. If a Piggyback Registration is initiated as a primary underwritten

offering on behalf of the Company, and the managing underwriters advise the Company and the Holders that in their reasonable opinion the number of shares of common stock, par value \$0.00001 per share of the Company, and other Registrable Securities proposed to be included in such registration exceeds the Maximum Number of Shares (as defined below), the Company shall include in such registration: (i) first, the number of shares of common stock that the Company proposes to sell; and (ii) second, the number of shares of common stock and other Registrable Securities requested to be included therein by holders of common stock and other Registrable Securities, including Holders who have provided notice in accordance with this Section 4.2(a), pro rata among all such holders on the basis of the number of shares of Common Stock and other Registrable Securities requested to be included therein by all such holders or as such holders and the Company may otherwise agree. “Registrable Securities” means the common stock issuable upon conversion of the Securities, if the Securities are amended to add a conversion feature or exchanged into common stock or securities exercisable into or convertible into common stock.

4.2(b) If a Piggyback Registration is initiated as an underwritten registration on behalf of a holder of shares of common stock other than the Holders, and the managing underwriters advise the Company that in their reasonable opinion the number of shares of common stock and other Registrable Securities proposed to be included in such registration exceeds the Maximum Number of Shares, then the Company shall include in such registration: (i) first, the number of shares of common stock requested to be included therein by the holder(s) requesting such registration; (ii) second, the number of shares of common stock and other Registrable Securities requested to be included therein by other holders of shares of common stock and other Registrable Securities, including the Holders (if the Holders have elected to include Registrable Securities in such Piggyback Registration), pro rata among such holders on the basis of the number of shares of common stock and other Registrable Securities requested to be included therein by such holders or as such holders and the Company may otherwise agree; and (iii) third, the number of shares of common stock that the Company proposes to sell. “Maximum Number of Shares” means the number of shares of common stock (and other Registrable Securities) proposed to be included in a Registration Statement that can be sold in an underwritten offering without materially delaying or jeopardizing the success of the subject offering (including the offering price per Share), in the reasonable opinion of the applicable managing underwriters.

ARTICLE 5 ISSUANCE OF SECURITIES

5.1 As soon as practicable after the Closing Date, the Company shall issue and deliver, or shall cause the issuance and delivery of, a certificate or certificates representing the Securities in the name or names specified by the Purchaser purchased in the Offering. Such Securities shall bear a legend in substantially the following form:

“THESE SECURITIES WERE ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). ACCORDINGLY, NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES (AS DEFINED HEREIN) OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN EACH CASE

ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE SECURITIES ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATIONS UNDER THE SECURITIES ACT."

5.2 The legend(s) set forth above shall be removed, and the Company shall issue a certificate without such legend to the transferee of the Securities represented thereby, if, unless otherwise required by state securities laws, (i) such Securities have been sold under an effective registration statement under the Securities Act, (ii) such Securities have been sold pursuant to a valid exemption under the Securities Act under circumstances that, in the reasonable opinion of the Company or its legal counsel, permit removal of such legend or (iii) such legend is not required or customarily included under the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Article 5.

**ARTICLE 6
GUARANTEE**

6.1 So long as the Securities are outstanding, and except as set forth in this Article 6, Pareteum Europe B.V. (the "Guarantor") hereby guarantees to the Purchaser of the Securities and its transferees the prompt and complete payment when due of the dividends and redemption price set forth in the Series C Certificate (the "Obligations"). The maximum liability of the Guarantor hereunder and under any other Transaction Document shall in no event exceed the amount which can be guaranteed by the Guarantor under applicable federal, state and foreign laws, including laws relating to the insolvency of debtors, fraudulent conveyance or transfer or laws affecting the rights of creditors generally.

6.2 Payment of any and all of the Obligations shall be subordinate to and subject in right and time of payment, to the prior indefeasible payment in full of all secured debt the Company or Guarantor may incur.

6.3 Guarantor will be released from all liability hereunder concurrently with the indefeasible repayment in full of all amounts owed under the Series C Certificate.

6.4 Purchaser shall cause any transferee to agree in writing to the terms of this Article 6 as a condition to such transferee's acquisition of the Securities.

**ARTICLE 7
CLOSING**

On the Closing Date, the Company shall deliver to the Purchaser (i) the Securities purchased in the Offering in certificated form and (ii) a copy of this Subscription, duly executed by the Company. In the event the Closing Date does not occur by May 30, 2020, the Company shall promptly return the Purchase Price to the Purchaser.

**ARTICLE 8
FEES**

As compensation for services rendered, the Company shall pay to Hoving & Partners S.A., or its designee(s), as fees an amount, in cash, equal to 5% of the purchase price paid for the Securities by the Purchaser in this Offering (the "Fee"). The Company shall pay the Fee upon the consummation of the closing of the Offering by wire transfer of immediately available funds.

**ARTICLE 9
GENERAL PROVISIONS**

Governing Law

9.1 The Transaction Documents will be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. The parties hereto (1) agree that any legal suit, action or proceeding arising out of or relating to this Subscription will be instituted exclusively in New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (2) waive any objection which the parties may have now or hereafter to the venue of any such suit, action or proceeding, and (3) irrevocably consent to the jurisdiction of the New York State Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York and agrees that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it, in any such suit, action or proceeding. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

Successors and Assigns

9.2 This Subscription shall inure to the benefit of and be binding on the respective successors and assigns of the parties hereto.

Execution by Counterparts and Facsimile

9.3 This Subscription may be executed in counterparts and by facsimile, each of which when executed by any party will be deemed to be an original and all of which counterparts will together constitute one and the same Subscription.

Independent Legal Advice

9.4 The parties hereto acknowledge that they have each received independent legal advice with respect to the terms of this Subscription and the transactions contemplated herein or have knowingly and willingly elected not to do so.

Severability

9.5 If any term, provision, covenant or restriction of this Subscription is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

[Remainder of page intentionally left blank]

SIGNATURE PAGE TO
SUBSCRIPTION AGREEMENT
FOR THE PURCHASE OF SHARES OF PARETEUM CORPORATION'S
8% SERIES C REDEEMABLE PREFERRED STOCK

Purchaser hereby elects to subscribe under the Subscription Agreement for a total of **1.2 Shares**, at an aggregate purchase price of **\$100,000**.

Purchaser's signature below constitutes execution of the Subscription Agreement.

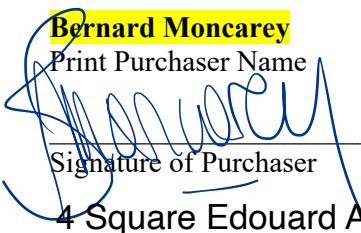
Date: 20 July, 2020.

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Bernard Moncarey

Print Purchaser Name

Print Co-Purchaser Name (if applicable)



Signature of Purchaser

Signature of Co-Purchaser (if applicable)

4 Square Edouard André, L1127 Luxembourg, Lux

Address

If the purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

Name of Partnership,
Corporation, Limited
Liability Company or Trust

Country of Organization

By: _____

By: _____

Name:

Name:

Title:

Title:

Address

PLEASE E-MAIL A COPY OF THE COMPLETED AND EXECUTED SUBSCRIPTION AGREEMENT TO:

Attn: David S. Wolpa
McGuireWoods LLP
201 N. Tryon Street, Suite 3000
Charlotte, NC 28202
dwolpa@mcguirewoods.com

SIGNATURE PAGE TO
SUBSCRIPTION AGREEMENT

Pareteum Corporation's and Pareteum Europe B.V.'s signatures below constitutes execution of the Subscription Agreement.

ACCEPTED AND AGREED TO
this ___ day of _____, 2020.

PARETEUM CORPORATION

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
this ___ day of _____, 2020, with
respect to Article VI only.

PARETEUM EUROPE. B.V.

By: _____
Name:
Title:

SCHEDULE I – RISK FACTORS

There is no public market for the Shares being offered in this offering.

There is no established public trading market for the Shares being offered in this offering, and we do not expect a market to develop. In addition, we do not intend to apply to list the Shares on any securities exchange or nationally recognized trading system. Without an active market, the liquidity of the Shares will be limited.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our securities. The failure by our management to apply these funds effectively could result in financial losses, and these financial losses could have a material adverse effect on our business, cause the price of our common stock to decline and delay the development of our product candidates. We may invest the net proceeds from this offering, pending their use, in a manner that does not produce income or that loses value.

We have determined that certain of our financial statements should no longer be relied upon and we may not be able to complete a restatement of these financial statements in a timely manner or at all.

On October 21, 2019, our board of directors determined that the Company's financial statements which were included in its annual report for the year ended December 31, 2018 and quarterly reports for the quarters ended March 31, 2019 and June 30, 2019 (collectively, the "Non-Reliance Periods") should no longer be relied upon. Similarly, related press releases, earnings releases, and investor communications describing the Company's financial statements for the Non-Reliance Periods should no longer be relied upon. The Company will restate financial statements for the Non-Reliance Periods in advance of filing the Company's Quarterly Report on Form 10-Q for the three months ended September 30, 2019.

At this time, the Company has not fully completed its review and the expected financial impact of the restatement described above is preliminary and subject to change. The Company cannot predict the aggregate amount of revenue that will ultimately be restated, whether additional periods beyond those referenced above will be affected, and the final outcome or timing of the Company's filing of restated financial statements for the affected annual and quarterly periods. Until the full magnitude of these transactions is analyzed and understood, the Company cannot provide forward guidance, and we expect the second half and full year 2019 will be materially below current analysts' estimates.

The Company cannot at this time estimate when the restatement will be completed and filed on Form 10-K/A for the year ended December 31, 2018 and the interim periods cited above. Because the Company has not yet fully completed its review, the expected financial impact of the restatement described above is preliminary and subject to change.

Related risks include risks relating to the substantial costs and diversion of personnel's attention and resources deployed to address the restatement of the affected financial statements and internal control matters, the risk of litigation or regulatory action arising from the restatement of the affected financial statements, the timing of the review by, and the conclusions of, the Company's independent auditor regarding the restatement, the ability of the Company to remediate any material weaknesses in internal control over financial reporting, potential reputational damage that the Company may suffer as a result of the restatement of the affected financial statements, the impact of the restatement of the affected financial statements on the value of the Company's common stock, and the risk that the filing of the restatement of the affected financial statements will take longer than anticipated.

Our inability to comply with the listing requirements of The Nasdaq Capital Market could result in our common stock being delisted, which could affect our common stock's market price and liquidity and reduce our ability to raise capital.

We are required to meet certain corporate governance and qualitative and financial tests to maintain the listing of our common stock on The Nasdaq Capital Market. On November 13, 2019, we received a notice (the “November Notice”) from the Nasdaq Stock Market LLC (“Nasdaq”) stating that because the Company had not yet filed its Quarterly Report on Form 10-Q for the period ended September 30, 2019 (the “Form 10-Q”), the Company is no longer in compliance with Nasdaq Listing Rule 5250(c)(1). Nasdaq Listing Rule 5250(c)(1) requires listed companies to timely file all required public financial reports with the Commission. The November Notice has no effect on the listing of the Company’s common stock at this time.

The November Notice states that the Company has 60 calendar days to submit to Nasdaq a plan to regain compliance with the Nasdaq Listing Rules (the “Plan”). If Nasdaq accepts the Company’s Plan, then Nasdaq may grant the Company up to 180 days from the prescribed due date for filing the Form 10-Q (as extended pursuant to Rule 12b-25 under the Securities Exchange Act of 1934), or until May 11, 2020, to regain compliance. The Company intends to submit the Plan within the 60 calendar day period, however, we may not be able to submit the Plan within the 60 calendar-day period or Nasdaq may decline to approve the Plan.

On December 2, 2019, we received a notice (the “December Notice”) from Nasdaq’s Listing Qualification’s Staff, indicating that, based upon the closing bid price for the Company’s common stock for the 30 consecutive business days prior to receipt of the December Notice, the Company’s common stock no longer meets Nasdaq’s listing requirement to maintain a minimum closing bid price of \$1.00 per share, as set forth in Nasdaq Listing Rule 5550(a)(2). Nasdaq Listing Rule 5550(a)(2) requires all Companies listed on Nasdaq to maintain a minimum closing bid price of no less than \$1.00 per share. The December Notice has no immediate effect on the listing of the Company’s common stock on the Nasdaq.

In accordance with Nasdaq Listing Rule 5810(c)(3)(A), the Company has a grace period of 180 calendar days, or until June 1, 2020, to regain compliance with the minimum closing bid price requirement for continued listing. In order to regain compliance, the minimum bid price per share of the Company’s common stock must be at least \$1.00 for a minimum of ten consecutive business days. If the Company does not regain compliance with the bid price requirement by June 1, 2020, it may be eligible for an additional 180-day compliance period if it meets the market value of publicly held shares requirement for continued listing, all other inclusion requirements for the Nasdaq, except for the bid price requirement, and provides written notice that it intends to regain compliance with the bid price requirement during the second 180-day compliance period.

On March 18, 2020, we received a notice (the “March Notice”) from Nasdaq’s Listing Qualification’s Staff, indicating that, as a result of the Company’s failure to file its annual report on Form 10-K for the period ended December 31, 2019, the Company continued to be non-compliant with Nasdaq Listing Rule 5250(c)(1). The March Notice has no immediate effect on the listing of the Company’s common stock on the Nasdaq.

If we do not regain compliance with the continued listing requirements for The Nasdaq Capital Market within specified periods and subject to permitted extensions (if any), our common stock may be recommended for delisting (subject to any appeal we would file). If our common stock is delisted, it could be more difficult to buy or sell our common stock and to obtain accurate quotations, and the price of our common stock could suffer a material decline. Delisting would also impair our ability to raise capital.

We received a subpoena from the Commission.

We received a subpoena from the Commission for the production of documents and testimony, which we believe relates to the matters disclosed in the Restatement 8-K. The Commission may be looking into other matters as well. We can provide no assurance as to the outcome of this investigation.

We, and certain of our directors and current and former officers, have been named as parties to various lawsuits and those lawsuits could adversely affect us, require significant management time and attention, result in

significant legal expenses or damages, and cause our business, financial condition, results of operations and cash flows to suffer.

A number of lawsuits have been filed against us, including securities class action complaints. If these matters cannot be resolved expeditiously, management's attention may be diverted to this matter and there can be no assurance that the litigation would be settled. If the current litigation proceeds or if additional claims are filed, the legal and other costs associated with the defense of these actions and their ultimate outcomes could have a material adverse effect on our business, financial condition and results of operations. While we expect insurance to cover many of the costs associated with defending such litigation, insurance coverage may be insufficient and could require a diversion of our resources. There also may be adverse publicity associated with litigation that could negatively affect customer perception of our business, regardless of whether the allegations are valid or whether we are ultimately found liable.

Our business may be adversely impacted by risks, or the public perception of the risks, related to the COVID-19 pandemic.

The outbreak of COVID-19 has resulted in a widespread health crisis that has adversely affected the economies and financial markets of many countries, resulting in a global economic downturn. As a response to the spread of COVID-19 many countries, including the United States, Great Britain and other jurisdictions in Europe, South American and the Middle East where we have employees, have been taking measures designated to limit the continued spread of COVID-19, including the closure of workplaces, restricting travel, prohibiting assembling, closing international borders and quarantining populated areas. Governments around the world have passed temporary emergency regulations requiring all residents to remain in their homes along with limitations on which business are allowed to remain open and the number of workers allowed at each site. The effects of these indefinite travel restrictions and alternative working arrangements are unknown, may negatively impact the productivity of our employee base, and may have a negative effect on our sales and operations functions, which could have an adverse effect on our business, operating results, and financial condition.

While the full impact of the COVID-19 outbreak is unknown at this time, we are closely monitoring the developments and continually assessing the potential impact on our business. Our business may be adversely affected by the COVID-19 outbreak due to the following risks, any of which may lead to an adverse effect on our financial condition and results of operations:

- a number of our employees may be infected and/or subject to quarantine periods and may be unable to perform their duties and our offices may be forced to operate with a reduced workforce and/or be forced to close under the temporary emergency regulations. This may lead to ineffective control over our business and a lower work efficiency, productivity and financial performance;
- a reduced workforce, lack of international travel, and few face-to-face meetings with customers and potential customers may adversely affect our operations;
- we may experience difficulties in collecting amounts due from customers, including major customers, due to a downturn in their financial condition; and
- due to the pandemic, a significant number of our employees have moved to work from their homes and remotely access our IT networks. Such remote working mode creates the risk of attacking the end-point user stations, connection channels and gateways. These potential breaches of our security measures may harm our business.

Historically, a significant portion of our sales were conducted in person. Currently, as a result of the work and travel restrictions related to the COVID-19 pandemic, substantially all of our sales and professional services activities are

being conducted remotely. As of the date of this Annual Report, we do not yet know the extent of the negative impact on our ability to attract, serve or retain customers. Furthermore, as a result of uncertainty due to the COVID-19 pandemic, as well as general economic uncertainty and associated macroeconomic conditions, existing and potential customers may choose to reduce or delay technology spending in response to the COVID-19 pandemic, or attempt to renegotiate contracts and obtain concessions, which may materially and negatively impact our operating results, financial condition and prospects. This could result in reductions in sales of our platform and services, longer sales cycles, reductions in subscription duration and value, slower adoption of new technologies and increased price competition. Any of these events could harm our business and operating results. In addition, there can be no assurance that cloud-based collaborative work management and productivity spending levels will increase following any recovery.

The number of companies whose employees are working remotely as a result of the COVID-19 pandemic and the resulting government-ordered shutdowns has caused use of our platform to increase. If our data centers are unable to keep up with this increased usage, customers may experience delays or interruptions in service, which could result in the loss of customers who use our communications platform because of its reliability and performance.

SCHEDULE II – LEGAL PROCEEDINGS

1. *Brown v. Elephant Talk North America Corp., et al.*: W.D. Okla. Docket No. 5:18-cv-00902
2. *Artilium Africa, LLC v. Pareteum Corp., et al.*: D. Del. Docket No. 1:19-cv-01924
3. *In re Pareteum Securities Litigation*, S.D.N.Y. Docket No. 1:19-cv-09767
4. *O'Brien v. Pareteum Corp., et al.*: S.D.N.Y. Docket No. 1:19-cv-09767 (Consolidated with *In re Pareteum Securities Litigation*)
5. *Singh v. Pareteum Corp., et al.*: S.D.N.Y. Docket No. 1:19-cv-09795 (Consolidated with *In re Pareteum Securities Litigation*)
6. *Mansur v. Pareteum Corp., et al.*: S.D.N.Y. Docket No. 1:19-cv-09849 (Consolidated with *In re Pareteum Securities Litigation*)
7. *Vargo v. Pareteum Corp., et al.*: S.D.N.Y. Docket No. 1:19-cv-09936 (Consolidated with *In re Pareteum Securities Litigation*)
8. *Sabby Volatility Warrant Master Fund Ltd. v. Pareteum Corp., et al.*: S.D.N.Y. Docket No. 1:19-cv-10460
Baxley v. Pareteum Corp., et al.: N.D. Ala. Docket No. 2:20-cv-00023
9. *Wei Zhang, derivatively on behalf of Pareteum Corp. v. Robert Turner, et al.*: E.D.N.Y.: Docket No. 1:19-cv-06811
10. *Shiv Patel, derivatively on behalf of Pareteum Corp. v. Robert Turner, et al.*: S.D.N.Y.: Docket No. 1:20-cv-00359
11. *Michael Shaw, derivatively on behalf of Pareteum Corp. v. Robert Turner, et al.*: S.D.N.Y.: Docket No. 1:20-cv-00740
12. *Yonder Media Mobile, Inc. v. Pareteum Corp.* (Supreme Court of New York, New York County, Index No. 654148/2019)
13. *Mills v iPass* (dispute with iPass' former HR manager)
14. The Company's former Chief Executive Officer has indicated that he may commence legal proceedings against the Company.

The information contained in this Schedule is disclosed solely for purposes of the Subscription, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable law or breach of contract).

SCHEDULE III – DEFAULT OF MATERIAL OBLIGATIONS

Placement Agency Agreement between Pareteum Corporation and Dawson James Securities, Inc., dated September 20, 2019

Form of Securities Purchase Agreement among Pareteum Corporation and certain investors, dated September 20, 2019

Term Sheet between Pareteum Corporation and High Trail Capital LP dated September 13, 2019

Payment of \$500,000 to PCCW Global Limited pursuant to a Strategic Partnership Agreement dated July 23, 2019

The information contained in this Schedule is disclosed solely for purposes of the Subscription, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable law or breach of contract).

SCHEDULE IV – NONCONTRAVENTION

Term Sheet between Pareteum Corporation and High Trail Capital LP dated September 13, 2019

The information contained in this Schedule is disclosed solely for purposes of the Subscription, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable law or breach of contract).

EXHIBIT A – REGULATION S QUESTIONNAIRE FOR NON-U.S. PURCHASERS

The undersigned Purchaser (a “Reg S Person”) is not a U.S. Person as defined in Section 902 of Regulation S promulgated under the Securities Act, and hereby represents that the representations in paragraphs (1) through (9) are true and correct with respect to such Reg S Person.

- (1) Such Reg S Person acknowledges and warrants that (i) the issuance and sale to such Reg S Person of the Securities is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (ii) it is not a “U.S. Person,” as such term is defined in Regulation S and herein, and is not acquiring the Securities for the account or benefit of any U.S. Person; and (iii) the offer and sale of the Securities has not taken place, and is not taking place, within the United States of America or its territories or possessions. Such Reg S Person acknowledges that the offer and sale of the Securities has taken place, and is taking place in an “offshore transaction,” as such term is defined in Regulation S.
- (2) Such Reg S Person acknowledges and agrees that, pursuant to the provisions of Regulation S, the Securities cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of six months from and after the Closing Date, unless such shares are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. Such Reg S Person acknowledges that it has not engaged in any hedging transactions with regard to the Securities.
- (3) Such Reg S Person consents to the placement of a legend on any certificate, note or other document evidencing the Securities and understands that the Company shall be required to refuse to register any transfer of Securities not made in accordance with applicable U.S. securities laws.
- (4) Such Reg S Person is not a “distributor” of securities, as that term is defined in Regulation S, nor a dealer in securities. Such Reg S Person is purchasing the Securities as principal for its own account, for investment purposes only and not with an intent or view towards further sale or distribution (as such term is used in Section 2(a)(11) of the Securities Act) thereof, and has not pre-arranged any sale with any other purchaser and has no plans to enter into any such agreement or arrangement.
- (5) Such Reg S Person is not an Affiliate of the Company nor is any Affiliate of such Reg S Person an Affiliate of the Company. An “Affiliate” is an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (each of the foregoing, a “Person”) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. With respect to a Reg S Person, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Reg S Person will be deemed to be an Affiliate of such Reg S Person.
- (6) Such Reg S Person understands that the Securities have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The Securities are “restricted securities” within the meaning of Regulation S and Rule 144, promulgated under the Securities Act.
- (7) Such Reg S Person acknowledges that the Securities may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the Securities pursuant to Regulation S, the Company will not register a transfer not made in accordance with Regulation S, pursuant to an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.
- (8) Such Reg S Person represents that it has satisfied itself as to the full observance of the laws of its jurisdiction of formation, domicile or residence in connection with the offering of the Securities, including: (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Reg S person’s subscription and payment for, and its continued

beneficial ownership of the Securities, will not violate any applicable securities or other laws of the jurisdiction of its residence.

- (9) Such Reg S Person makes the representations, declarations and warranties as contained in this Exhibit A with the intent that the same shall be relied upon by the Company in determining its suitability as a purchaser of such Securities.

Name of Purchaser (Print)

Name of Joint Purchaser (if any) (Print)

Signature of Purchaser

Signature of Joint Purchaser (if any)

Capacity of Signatory (for entities)

Date

PLEASE FAX OR E-MAIL A COPY OF THE COMPLETED AND EXECUTED REGULATION S QUESTIONNAIRE TO:

Attn: David S. Wolpa
McGuireWoods LLP
201 N. Tryon Street, Suite 3000
Charlotte, NC 28202
dwolpa@mcguirewoods.com

**EXHIBIT C
WIRE INSTRUCTIONS**

[PARETEUM WIRE INSTRUCTIONS]