

TOGUT, SEGAL & SEGAL LLP
 Frank A. Oswald
 Brian F. Moore
 Amy M. Oden
 One Penn Plaza Suite 3335
 New York, New York 10119
 (212) 594-5000

KING & SPALDING LLP
 Michael R. Handler
 1185 Avenue of the Americas
 New York, New York 10036
 (212) 556-2100

-and-

*Proposed Counsel to the Debtors
 and Debtors in Possession*

KING & SPALDING LLP
 Thaddeus D. Wilson (*pro hac vice*)
 Leia Clement Shermohammed (*pro hac vice*)
 1180 Peachtree Street N.E.
 Atlanta, GA 30309-3521
 (404) 572-4600

*Proposed Special Counsel to the Debtors
 and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

-----X
In re :
 : **Chapter 11**
PARETEUM CORPORATION, et al., : **Case No. 22-10615 (LGB)**
 :
Debtors.¹ : **(Jointly Administered)**
 -----X

**SUPPLEMENTAL DECLARATION OF LAURA W. THOMAS IN SUPPORT OF
 DEBTORS’ MOTION SEEKING ENTRY OF INTERIM AND FINAL ORDERS
 (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH
 MANAGEMENT SYSTEM, INCLUDING EXISTING BANK ACCOUNTS,
 (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
 (C) MAINTAIN EXISTING BANK ACCOUNTS AND UTILIZE EXISTING BUSINESS
 FORMS, AND (D) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS
 AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artilium Group Ltd. (f/k/a Artilium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artilium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.



Pursuant to 28 U.S.C. § 1746, I, Laura W. Thomas, hereby declare as follows:

1. I am the Interim Chief Financial Officer of Debtor Pareteum Corporation, a Delaware corporation headquartered in New York, NY, (“Pareteum”, together with the other above-captioned debtors and debtors in possession, the “Debtors”). As the Interim Chief Financial Officer, I am authorized to make this declaration (this “Supplemental Declaration”) on behalf of the Debtors and am familiar with the Debtors’ Cash Management System,

2. I submit this Supplemental Declaration is filed in support of *Debtors’ Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, Including Existing Bank Accounts, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Bank Accounts and Utilize Existing Business Forms, and (D) Continue to Perform Intercompany Transactions and (II) Granting Related Relief* (the “Motion”)² [ECF No. 9]. In particular, I submit this Supplemental Declaration in response to the Court’s questions raised during the May 17, 2022 hearing relating to my opinion that the intercompany transactions pursuant to the Intercompany Services Agreement between the Debtors and certain non-Debtor are an integral element of the Cash Management System and the Debtors should be authorized to continue such transactions in the ordinary course of business on a postpetition basis and in a manner consistent with prepetition practice.

3. Except as otherwise indicated, all statements set forth in this Supplemental Declaration are based on (a) my personal knowledge, (b) my review of relevant documents, (c) information provided to me by FTI Consulting, Inc., (d) information provided to me by, or discussions with, the Debtors’ management team, employees or the Debtors’ other advisors, and/or

² Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Motion.

(e) my opinion based upon my experience. If called to testify, I could and would testify to the facts and the opinions set forth herein.

4. As part of their Cash Management System, the Debtors and certain non-Debtor affiliate entities engage in intercompany transactions with each other in the ordinary course of business. Such transactions are governed by the Intercompany Services Agreement attached hereto as Exhibit A.

5. Specifically, Debtor Pareteum Corporation transfers funds to: (a) non-Debtor affiliate Pareteum Spain SLU ("Pareteum Spain") for payroll, social security, personal income tax (quarterly), and other miscellaneous costs, including but not limited to, rental payments for office space; and (ii) non-Debtor iPass India Private Limited ("iPass India") for payroll and other miscellaneous costs, including but not limited to, rental payments for office space. Pareteum Spain has approximately 44 employees, and such employees primarily support Debtors Pareteum Corporation and Pareteum N.V. and their operations. iPass India has approximately 23 employees, and such employees primarily support Debtors Pareteum Corporation and iPass, Inc. and their operations.

6. The Debtors estimate that from the Petition Date to July 12, 2022, the proposed outside closing date for the Sale Transaction (as defined in the Sale and Bidding Procedures Motion [ECF No. 13]), the Debtors will transfer funds to Pareteum Spain and iPass India equaling approximately \$705,000 in the aggregate in exchange for their services provided to support the Debtors and their operations. The Debtors do not anticipate receiving, and did not receive in the ordinary course of business prepetition, any funds from Pareteum Spain or iPass India. All transactions among the Debtors and Pareteum Spain and iPass India are accounted for and recorded in the Debtors' accounting systems.

7. Pareteum Spain and iPass India have valuable business operations that enhance the Debtors' enterprise value, and the transactions with these non-Debtor affiliates are essential to the Debtors' operations and maintaining the continuity thereof. If such transactions were to be discontinued during the pendency of the chapter 11 cases, the Cash Management System, the Debtors' operations, and the prosecution of the chapter 11 cases would be significantly disrupted to the detriment of the Debtors, their creditors, and the Debtors' estates.

8. During the twelve month leading up to the bankruptcy, the Debtors regularly paid approximately \$580,000 per month to Pareteum Spain and iPass India in exchange for the same services those entities are providing on a postpetition basis.

9. Accordingly, the Debtors seek authority to continue performing the transactions and obligations contemplated by the Intercompany Services Agreements with the non-Debtor affiliates in the ordinary course of business on a postpetition basis and in a manner consistent with prepetition practice.

10. I have reviewed the Motion and believe that the facts stated therein are accurate to the best of my knowledge, information, and belief. I further believe that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their businesses in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Motion should be approved.

[Signature Page Follows]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on June 3, 2022.

/s/ Laura W. Thomas
Laura W. Thomas

Exhibit A

Intercompany Services Agreement

INTERCOMPANY SERVICES AGREEMENT

This **INTERCOMPANY SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of May 15, 2022, by and among **PARETEUM CORPORATION**, a Delaware corporation (“Parent”), certain subsidiaries of Parent (as set forth on Schedule A and, collectively with Parent, the “Service Recipients”), and certain subsidiaries of Parent providing such services (as set forth in Schedule B, the “Service Providers”).

WITNESSETH:

WHEREAS the Service Providers have provided certain developer services and related services, as more particularly described on Schedule C (collectively, the “Services”) to the Service Recipients in order to facilitate the operation of the business of the Service Recipients for multiple years;

WHEREAS through this Agreement, the Service Providers and Service Recipients are formalizing the arrangement that has been utilized in prior periods regarding the provision of and payment for the Services; and

WHEREAS the Service Providers desire to continue to provide, or cause to be provided, the Services to the Service Recipients during the Term (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

1. Agreement to Provide Services.

1.1. Agreement. Upon the terms and subject to the conditions contained herein, the Service Providers hereby agree to provide, or cause their affiliates to provide, to the Service Recipients the Services. Each of the Services shall be provided and accepted in accordance with the terms, limitations, and conditions set forth herein. This Agreement amends and restates all prior agreements (oral or written) pursuant to which either the Service Providers provided the Services to each other or the Service Recipients provided the Services to each other.

1.2. Scope of Services. The parties agree that upon the terms and subject to the conditions contained herein, additional or new services that are not currently contemplated in this Agreement may be added to Schedule C from time to time.

1.3. Review of Services. The parties agree that: (i) the scope, frequency and manner of delivery of the Services detailed herein are subject to periodic review by the parties; (ii) changes

to any of the Services (including the addition or deletion of services) may be made at any time if agreed to by the parties; and (iii) this Agreement may be amended from time to time according to the terms set out in Section 9.5.

1.4. Right to Deliver and Request Instructions.

a. Each Service Recipient may from time to time deliver to a Service Provider instructions with respect to matters arising under this Agreement, and the Service Provider shall follow such instructions provided they are consistent with the terms and conditions of this Agreement.

b. At any time, any Service Provider may, if it reasonably deems it necessary or appropriate, request instructions from a Service Recipient, within a reasonable period prior to the time necessary for taking action with respect to any matter contemplated by this Agreement, and may defer action thereon pending receipt of such instructions. Any action taken by a Service Provider, its officers, directors, employees, agents or representatives in accordance with the instructions of a Service Recipient, or failure to act by a Service Provider pending the receipt of such instructions after request therefor, shall be deemed to be proper conduct within the scope of service authority under this Agreement.

1.5. Service Designees. Each Service Provider may perform the Services to be provided hereunder through its own officers and employees, or through agents, independent contractors or other parties designated by it; *provided, however*, that each Service Provider will remain liable hereunder as if it has performed the Services directly.

2. Payment for Services.

2.1. In consideration of the services provided under the Agreement, the Service Recipients shall pay the Service Providers for the actual costs and expenses incurred by Service Providers in providing the Services; provided however that nothing in this Agreement shall make a Service Recipient liable for any amount incurred in any period prior to the execution of this Agreement; provided further however that nothing herein shall directly or indirectly obligate the Service Recipient to any party other than a Service Provider.

3. Reporting; Timing of Payments. Each Service Provider shall submit a statement to each applicable Service Recipient on or before the twenty-fifth (25th) calendar day of each calendar month (unless otherwise agreed to by the parties), with respect to the amount of costs payable by such Service Recipient for such month (a "Statement"). Unless any such Service Recipient disagrees as to the amounts payable as set forth in the Statement, all Statements shall be settled not later than the earlier to occur of (i) the last business day of the calendar month in which Service Recipients receive the Statement and (ii) the business day before the employees of the Service Provider are required to be paid in accordance with applicable laws. In the event of any disagreement between the Service Providers and the Service Recipients with respect to any Statement or any amounts owed thereunder, the parties hereto agree to negotiate in good faith to resolve such dispute. The parties shall use commercially reasonable efforts to promptly reconcile any difference between the amount paid pursuant to this Section 3 and the amount actually owed.

4. Standards for Performance of Service. Each Service Provider shall perform its obligations hereunder in a prudent and efficient manner and in accordance with applicable law and good industry practice.

5. Force Majeure. No party shall be liable for any failure of performance attributable to acts, events or causes (including, but not limited to, war, riot, rebellion, civil disturbances, power failures, failure of telephone lines and equipment, flood, storm, fire and earthquake or other acts of God or conditions or events of nature, or any law, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority) beyond its control that prevent in whole or in part performance by such party hereunder. The affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and no Service Provider shall have any liability to any Service Recipient or any other party in connection therewith other than by reason of breach or nonfulfillment of its covenants in this Section 5. The Service Providers shall make all reasonable efforts to remove such disability as soon as and to the extent reasonably possible and to assist the Service Recipients in finding third parties to provide affected Services during the period of such disability.

6. Indemnification. The Service Recipients shall indemnify, defend and hold harmless the Service Providers, their affiliates, their officers, directors, employees, agents and representatives from and against any and all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) suffered or incurred by any such person arising from or in connection with any Service Providers' performance or non-performance of any covenant, agreement or obligation of the Service Provider hereunder, other than by reason of the Service Providers' or any of their affiliates' gross negligence, willful misconduct, or bad faith. This Section 6 shall survive any termination or expiration of this Agreement.

7. New Service Providers and Service Recipients. Additional subsidiaries of Parent may become Service Providers or Service Recipients, as the case may be, under this Agreement.

8. Term and Termination.

8.1. Term of Services. The term of this Agreement (the "Term") shall be one (1) year beginning from the date set forth above, provided that such term shall renew automatically for successive terms of one (1) year unless the Parent provides written notice to the other parties hereto that this Agreement shall not be renewed at least fifteen (15) days prior to the expiration of any one (1) year term.

8.2. Termination by Parent. The Parent may terminate this Agreement, or any part of this Agreement, at any time upon thirty (30) days prior written notice to the parties hereto.

8.3. Termination by Other Parties. Each of the Service Providers and Service Recipients may terminate its interest in this Agreement for a subsequent calendar year by providing written notice to the Parent not less than sixty (60) days prior to the end of any calendar year. The Parent will forward the notice to the other Service Recipients or Service Providers without undue delay.

The dismissal of a single Service Provider or Service Recipient will not affect the validity of the Agreement as a whole. The other Service Providers or Service Recipients shall have the right to terminate their respective interest in the Agreement thirty (30) days after receiving the notice irrespective of the termination period pursuant to the first sentence of this Section 8.3.

8.4. Termination on Reduction in Scope. Each of the Service Recipients may terminate its interest in this Agreement by written notice to the Parent if a Service Provider reduces the scope of the Services provided to such Service Recipient and fails to restore the scope of Services within sixty (60) days of receiving written notice from the Service Recipient identifying such reduction in scope, which notice shall also be sent to the Parent.

8.5. Termination on Material Breach. This Agreement shall terminate with respect to any party hereto that breaches its obligations herein if such breach remains uncured for ten (10) days after such party receives written notice of the breach from the non-breaching party.

9. General Provisions.

9.1. Assignment; Successors and Assigns. Except as set forth below, this Agreement and the rights and obligations hereunder shall not be assigned or transferred in whole or in part by any party hereto without the prior written consent of the Parent. Any attempted assignment or delegation in contravention hereof shall be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9.2. No Third-Party Beneficiaries. Except for persons entitled to indemnification under Section 6 hereof, this Agreement is for the sole benefit of the parties hereto, and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto, any legal or equitable rights hereunder.

9.3. Remedies. Except as otherwise expressly provided herein, none of the remedies set forth in this Agreement is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.4. Interpretation; Definitions. The headings contained in this Agreement or in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. When a reference is made in this Agreement to Articles, Sections or Schedules, such reference shall be to an Article or Section of or Schedule to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The phrases “the date of this Agreement,” “the date hereof” and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement. The words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this

Agreement shall refer to this Agreement as a whole (including the Schedules) and not to any particular Section in which such words appear. All references herein to dollar amounts shall be deemed to be references to U.S. Dollars.

9.5. Amendments.

a. The parties hereto will periodically review this Agreement as to the reasonableness of its terms on a quarterly basis and, in any case, not later than three (3) months after the end of Parent's accounting year. Such review may be evidenced by documentation reasonably acceptable to the Parent.

b. No amendment to this Agreement shall be effective unless it shall be in writing and signed by Parent and each party to be bound by the proposed amendment, provided that any Schedule hereto may be amended by the Parent provided that the Parent provides written notice to each party to be bound by the proposed amendment and that no such notified party objects in writing to such amendment within seven (7) calendar days of receipt of notice thereof.

c. This Agreement may also be amended in accordance with the provisions of Section 1.3.

9.6. Cooperation. The Service Recipients will provide all information that the Service Providers reasonably request for performance of services pursuant hereto, and the Service Recipients will cooperate with any reasonable request of the Service Providers in connection with the performance of services pursuant hereto.

9.7. Counterparts. This Agreement and any amendments hereto may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

9.8. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

9.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the choice of law principles of such State or Country.

9.10. Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with

respect to, any subsequent or other failure. Any consent given by any party pursuant to this Agreement shall be valid only if contained in a written consent signed by such party.

9.11. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telecopy, or by postage prepaid, registered, certified or express mail or by reputable overnight courier service and shall be deemed given when delivered by hand or upon receipt of e-mail confirmation if sent by e-mail, three days after mailing (one (1) business day in the case of guaranteed overnight express mail or guaranteed overnight courier service), at the address for the entity receiving such notice that is kept by and may be requested from the Parent, which Parent shall keep an accurate and current record of the addresses of all entities party hereto. Any party hereto may change its address in the records of the Parent by providing written instructions to the Parent specifying the new address of such entity. The address of the Parent is:

Pareteum Corporation
1185 Avenue of the Americas, 2nd Floor
New York, NY 10036
Attention: Laura Thomas
E-mail: laura.thomas@pareteum.com

9.12. Authority. None of the parties hereto shall act or represent or hold itself out as having authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement.

9.13. Schedules. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

9.14. Entire Agreement. This Agreement (including the Schedules hereto) contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

9.15. Not an Employer. The Parties agree that Service Providers shall perform the Services hereunder as an independent contractor, retaining control over and responsibility for their own operations and personnel. Neither the Service Provider nor their respective officers or employees shall be considered employees or agents of a Service Recipient as a result of this Agreement, nor shall any of them have authority to contract in the name of or bind a Service Recipient, except as expressly agreed to in writing by a Service Recipient.

9.16. No Assumption of Liability. Nothing contained herein shall be or shall be deemed to be an assumption of any liability of any Service Provider by a Service Recipient.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

SERVICE PROVIDERS

PARETEUM SPAIN SLU, a Spanish private limited company

DocuSigned by:
By: Bart Weijermars
Name: Bart Weijermars
Title: Authorized Signatory

IPASS INDIA PRIVATE LTD., an Indian private limited company

DocuSigned by:
By: Bart Weijermars
Name: Bart Weijermars
Title: Authorized Signatory

SERVICE RECIPIENTS

PARETEUM CORPORATION a

Delaware corporation

DocuSigned by:
By: Laura W. Thomas
Name: Laura W. Thomas
Title: Authorized Signatory

PARETEUM N.V., a Belgian private limited company

DocuSigned by:
By: Bart Weijermars
Name: Bart Weijermars
Title: Authorized Signatory

PARETEUM NORTH AMERICA CORP., a
Delaware corporation

DocuSigned by:
By: Laura W. Thomas
Name: Laura W. Thomas
Title: Authorized Signatory

DEVICESCAPE HOLDINGS, INC., a Delaware
corporation

DocuSigned by:
By: Laura W. Thomas
Name: Laura W. Thomas
Title: Authorized Signatory

IPASS, INC., a Delaware corporation

DocuSigned by:
By: Laura W. Thomas
Name: Laura W. Thomas
Title: Authorized Signatory

IPASS IP LLC, a Delaware corporation

DocuSigned by:
By: Laura W. Thomas
Name: Laura W. Thomas
Title: Authorized Signatory

PARETEUM EUROPE B.V., a Netherlands private
limited company

DocuSigned by:
By: Bart Weijermars
Name: Bart Weijermars
Title: Authorized Signatory

ARTILIUM GROUP LTD., a United Kingdom
private limited company

DocuSigned by:
By: Bart Weijermars
Name: Bart Weijermars
Title: Authorized Signatory

PARETEUM ASIA PTE . LTD. a Singapore
private limited company

DocuSigned by:
By: Bart Weijermars
Name: Bart Weijermars
Title: Authorized Signatory

Schedule A

Artilium Group Ltd. (f/k/a Artilium PLC)

Devicescape Holdings, Inc.

iPass, Inc.

iPass IP LLC

Pareteum Asia PTE Ltd.

Pareteum Corporation

Pareteum Europe B.V.

Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.)

Pareteum N.V.

Schedule B

iPass India Private Limited
Pareteum Spain SLU

Schedule C

Service Providers shall provide those services that are identified by Service Recipients in the ordinary course of their business, which shall include, but are not limited to, development, design, support, consulting, reporting, and related services. Under no circumstance shall Service Recipients be deemed to be the employer of any such Service Provider or their employees.