

Fill in this information to identify the case:

Debtor iPass, Inc.

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

Case number 22-10618

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?** Alexander Korff
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 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)
See summary page	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone +44 774-712-8702 Contact phone _____
Contact email alex@korff.co.uk Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 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? \$ See attached addendum. 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.

See attached addendum

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: See attached addendum



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 08/22/2022
MM / DD / YYYY

/s/Alexander Korff
Signature

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

Name Alexander Korff
First name Middle name Last name

Title Former General Counsel and Corporate Secretary

Company Pareteum Corporation
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: 22-10618 - iPass, Inc. District: Southern District of New York, New York Division		
Creditor: Alexander Korff Merlins Copse, Southampton Road Lymington, South East, SO41 8ND United Kingdom Phone: +44 774-712-8702 Phone 2: Fax: Email: alex@korff.co.uk	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: See attached addendum	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See attached addendum	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: Yes, See attached addendum	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Alexander Korff on 22-Aug-2022 2:52:15 p.m. Eastern Time Title: Former General Counsel and Corporate Secretary Company: Pareteum Corporation		

United States Bankruptcy Court for the Southern District of New York

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|---|---|--|
| <input type="checkbox"/> Pareteum Corporation (Case No. 22-10615) | <input checked="" type="checkbox"/> iPass, Inc. (Case No. 22-10618) | <input type="checkbox"/> Artilium Group Ltd. (Case No. 22-10621) |
| <input type="checkbox"/> Pareteum North America Corp. (Case No. 22-10616) | <input type="checkbox"/> IPass IP LLC (Case No. 22-10619) | <input type="checkbox"/> Pareteum Asia Pte. Ltd. (Case No. 22-10622) |
| <input type="checkbox"/> Devicescape Holdings, Inc. (Case No. 22-10617) | <input type="checkbox"/> Pareteum Europe B.V. (Case No. 22-10620) | <input type="checkbox"/> Pareteum N.V. (Case No. 22-10623) |

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1 Identify the Claim

1. Who is the current creditor?	<u>Alexander Korff</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
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? <u>Alexander Korff</u> Name <u>Merlins Copse, Southampton Road</u> Number Street <u>Lymington, SO41 8ND</u> City State ZIP Code <u>United Kingdom</u> Country Contact phone <u>+44 774-712-8702</u> Contact email <u>alex@korff.co.uk</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code _____ Country _____ Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
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 _____ MM / DD / YYYY	
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? \$ see attached addendum 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.
see attached addendum

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal 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: see attached addendum

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No

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

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 08 - 21 - 2022

MM / DD / YYYY


Signature

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

Name Alexander Korff
First name Middle name Last name

Title Former General Counsel and Corporate Secretary

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

Address Merlins Copse, Southampton Road
Number Street

Lymington, SO41 8ND United Kingdom
City State ZIP Code Country

Contact phone +44 774-712-8702 Email alex@korff.co.uk

Instructions for Proof of Claim

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

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

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

Pareteum Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/pareteum>.

How to fill out this form

■ **Fill in all of the information about the claim as of the date the case was filed.**

■ **Fill in the caption at the top of the form**

■ **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

■ **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

■ **Do not attach original documents because attachments may be destroyed after scanning.**

■ **If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

■ **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.

■ **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <http://www.kccllc.net/pareteum>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate. 11 U.S.C. § 503

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A 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 the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

ATTACHMENT TO PROOF OF CLAIM OF ALEXANDER KORFF

1. Alexander Korff (the “Claimant”), having an address at Merlins Copse, Southampton Road, Lymington, SO41 8ND United Kingdom, submits this proof of claim (the “Proof of Claim”) against Pareteum Corporation (“Pareteum”) and certain of its affiliates (Pareteum, together with such affiliates, the “Debtors”).

A. Background

2. On May 15, 2022 (the “Petition Date”), the Debtors each commenced a case (collectively, the “Chapter 11 Cases”)¹ by filing a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”). The Debtors’ Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered as Chapter 11 Case No. 22-10615 (LGB).

3. On July 11, 2022, the Court entered that certain *Order Establishing Deadlines For Filing Proofs of Claims and Approving the Form and Manner of Notice Thereof* [Docket No. 207] (the “Bar Date Order”) which establishes August 22, 2022 (the “Bar Date”) as the deadline for creditors to file proofs of claim against the Debtors.

B. Nature and Bases of Claim

4. Claimant was the General Counsel and Corporate Secretary of Pareteum.

5. The bases for this Proof of Claim, described below, arise out of or in connection with Claimant’s service as General Counsel and Corporate Secretary of Pareteum. Claimant asserts his rights of indemnity and severance pursuant to any and all contractual, statutory and common law rights. In addition, Claimant asserts his rights of indemnity pursuant to the organizational and governing documents of Pareteum (the “Governing Documents”), which, upon information and belief, are in the possession of the Debtors and will be provided by the Debtors or Claimant to any other party in interest upon written request.

C. Indemnification

6. Claimant hereby asserts contingent and unliquidated claims in undetermined amounts against Pareteum for any and all rights and entitlement that Claimant has or may have to indemnification, contribution, reimbursement, payment of expenses or other payments (including damages, costs and expenses related thereto) from the Debtors based upon applicable law, the Governing Documents, any contract or agreement or otherwise, arising in

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.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

respect of or by reason of the fact that Claimant is serving as or has served as an employee, consultant, General Counsel, or Corporate Secretary of Pareteum or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Pareteum or any of its affiliates as an employee, consultant, General Counsel, or Corporate Secretary of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities. As of the date this Proof of Claim is filed, Claimant is unaware of any proceeding or presently existing judgment that entitles him to indemnification, contribution or reimbursement by the Debtors. Claimant accordingly reserves the right to claim such undetermined amounts, and any other contractual, statutory or common law rights of indemnity, contribution and/or reimbursement, if any, for and against any and all losses, claims, damages or liabilities, joint or several, and legal or other expenses reasonably incurred in connection with the claims set forth herein or otherwise.

D. Severance

7. Prior to the Petition Date, the Claimant on behalf of Karkinos IP Consulting Limited, and Pareteum entered into that certain consulting agreement dated September 25, 2019, as amended May 11, 2022 (the “Consulting Agreement”).² Pursuant to the Consulting Agreement, the Claimant was retained to provide various consulting services to Pareteum and was paid an annual retainer in monthly installments of GBP 21,000.00. The Consulting Agreement states that the Claimant will receive 50% of the annual retainer in severance if the Consulting Agreement is terminated for any reason, thereby entitling Claimant to GBP 126,000.00 in severance.

E. Setoff; Defenses; Counterclaims

8. By the filing of this Proof of Claim, Claimant hereby asserts the right to set off, offset or recoup any claims (including without limitation any indemnity and contribution claims) Claimant may have under Bankruptcy Code section 553 and any applicable law against any claims, defenses, or offsets that the Debtors or any of their affiliates, any trustee, representative of, or successor to any of the Debtors or the Debtors’ estates, or any other person may assert against Claimant. Claimant reserves all of Claimant’s procedural and substantive defenses and counterclaims (legal, equitable, and other) to any claim or liability that has been or may be asserted against Claimant or otherwise involving Claimant by any or all of the Debtors or any of their affiliates, any trustee, representative of, or successor to any of the Debtors or the Debtors’ estates, or any other person, and Claimant further reserves the right to assert any counterclaims and defenses that Claimant may have against any or all such entities, including but not limited to counterclaims for indemnity, contribution and/or reimbursement.

9. This Proof of Claim is filed solely for the purpose of preserving any and all rights and entitlements that Claimant may have, and nothing set forth herein should be construed as an admission that any valid third-party claims or causes of action exist against the Debtors or Claimant or any other person.

² A copy of the Consulting Agreement is attached as Exhibit A. The amendment to the Consulting Agreement is attached as Exhibit A-1.

F. No Waiver; Amendments; Reservation of Rights

10. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect Claimant from forfeiture of his claims against the Debtors by reason of the Bar Date. Claimant is investigating whether Claimant has claims against the Debtors on other bases not identified herein.

11. Claimant hereby reserves the right to file proofs of such other claims or to amend, clarify and/or supplement this Proof of Claim, including any schedules or exhibits thereto, at any time, including after the Bar Date, in any manner, including, but not limited to: (a) assert in a liquidated or greater amount any and all sums due and owing under applicable law, the Governing Documents referenced herein, or any contract or agreement or otherwise; (b) supplement or amend this Proof of Claim or any related documents and other information, and to describe further the claims asserted herein; (c) assert a priority, security interest or similar right with respect to the claims asserted herein; (d) file additional proofs of claim for any additional claim, including on account of indemnification, contribution, reimbursement or other arrangements, which may be based on the same or additional documents or grounds of liability, or file a request for payment of administrative expenses in accordance with sections 503 and 507 of the Bankruptcy Code; (e) seek the reconsideration under section 502(j) of the Bankruptcy Code of any disallowance of any amount claimed under this Proof of Claim, including, without limitation, any amount claimed as an administrative expense, whether liquidated, contingent or unliquidated; and (f) seek relief from the Bankruptcy Court with respect to the allowance, priority, estimation or other treatment of Claimant's claims under the Bankruptcy Code.

12. Claimant does not waive and specifically preserves all rights, causes of action, remedies, defenses (whether procedural or substantive) and interests that Claimant has or may have against any or all of the Debtors or any of their affiliates, any trustee, representative of, or successor to any of the Debtors or the Debtors' estates, or any other person, and expressly reserves all such rights. Nothing contained in the Proof of Claim shall be construed as limiting or waiving Claimant's rights, causes of action, remedies, defenses and interests, whether arising from or related to the statutory rights or agreements set forth herein or otherwise.

13. Claimant does not waive or release Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution. The filing of this Proof of Claim is not and shall not be deemed or construed as a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise.

14. The filing of this Proof of Claim is specifically made without any election of rights and remedies and all rights and remedies (including, without limitation, set-off and recoupment) in addition to the filing of and pursuit of this Proof of Claim, against the Debtors and against any other person or entity, including without limitation, a right to a jury trial on any issue, are hereby reserved.

15. The full amount of all Claimant's claims, if any, cannot be reasonably calculated at this time. Accordingly, Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount.

16. This Proof of Claim is without prejudice to any and all of Claimant's rights, claims and defenses under the Bankruptcy Code or otherwise.

G. No Consent to Jurisdiction or Venue

17. By the filing of this Proof of Claim, Claimant does not submit to the jurisdiction or venue of this Court for any purpose, and Claimant does not waive, and specifically reserves, all of its procedural and substantive defenses to any claim that has been or may be asserted against Claimant by any or all of the Debtors or any of their affiliates, any trustee, representative of, or successor to any of the Debtors or the Debtors' estates, or any other person, including without limitation any defense based upon the lack of jurisdiction or improper venue of this Court to entertain any such claim.

18. This Proof of Claim shall not be deemed a consent by Claimant to have any matter relating to any disputed claims or issues heard by the Bankruptcy Court, and the submission of this Proof of Claim does not waive any of Claimant's rights to have final orders in non-core matters entered only after *de novo* review by a United States District Court judge or to petition the United States District Court to withdraw any reference in any matter subject to mandatory or discretionary withdrawal. The assertion of claims by Claimant is not a concession or admission as to the correct characterization or treatment of any such claim, nor a waiver of any of his rights, including, but not limited to, rights against any other entity or person liable for all or part of the claims.

H. Notices

19. All notices regarding this Proof of Claim should be sent to: Alexander Korff at Merlins Copse, Southampton Road, Lymington, SO41 8ND United Kingdom, with a copy to Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, Attention: Steven Glaser.

Exhibit A

Consulting Agreement



CONSULTING AGREEMENT

BETWEEN:

(1) **Pareteum Corporation** of 1185 Avenue of the Americas, 37th Floor, New York, New York 10036 USA ("**Pareteum**");

AND:

(2) **Karkinos IP Consulting Limited**, having an address for notice of Merlins Copse, Southampton Road, Boldre, Lymington, UK ("**Consultant**") and represented by **Alexander Korff**.

Individually referred to as a "**Party**" or jointly referred to as the "**Parties**"

WHEREAS:

- (A) Pareteum is a provider of mobile network and telecommunications technology solutions;
- (B) The Consultant is an experienced general counsel and corporate secretary most recently served Pareteum as its corporate secretary, and following the Consultant's transition from Pareteum, desires to provide certain consulting services to Pareteum as more particularly set forth herein;
- (C) The Parties wish to enter into this consulting agreement ("**Agreement**"), on the terms and conditions contained herein, by which Pareteum engages the Consultant to provide those services as more particularly set forth herein.

1. COMMENCEMENT, DURATION AND EXTENSION

1.1 This Agreement replaces and supersedes the consulting agreement dated November 2017, and is deemed effective from January 1, 2019 and shall continue until December 31, 2020 (the "**Term**"), unless extended as set forth below.

1.2 This Agreement may be amended, as set forth in Section 16.1, to extend the Agreement for such term and consideration as negotiated and determined by the Parties in advance of the expiration of this Agreement.

1.3 Expiration of this Agreement shall not relieve the Consultant of its obligations to conclude any outstanding work which has been agreed will be performed by December 31, 2020, nor of its obligations in respect of confidential information and intellectual property rights together with any other continuing rights and obligations set forth in that certain Separation Agreement and General Release of even date herewith between the Parties.

1.4 During the Term, Consultant understands, acknowledges and agrees that he shall devote no less than half his time working for Pareteum and its affiliates.

2. FCPA



2.1 FCPA: Consultant is familiar with and agrees to all terms of the Foreign Corrupt Practices Act (“FCPA”) and attests that it has no direct or indirect affiliation with government officials in conjunction with the sale of Pareteum’s services and shall not engage and has not been enticed in any way to engage in any violation. Consultant, in addition to the statements above, by signing this Agreement agrees to abide by all the provisions of the FCPA regardless whether they are stated in this paragraph and shall at its sole cost and expense save, defend, indemnify and hold Pareteum, its officers and directors, harmless from and against any and all liability arising from a breach of this provision.

3. SERVICES

3.1 Parties agree that Consultant will perform and render the services, which will include, without limitation, the following:

- Maintaining the Pareteum UK Limited company directorship for the duration of this Agreement or for a shorter period if desired by Pareteum.
- Using all reasonable efforts to effect the entity shutdown plans, as amended taking into account recent acquisitions and mergers.
- Completion of Project Zenith, which activities shall include, without limitation, negotiation and documentation of all definitive deal documentation, coordinating and obtaining all approvals, organizing and recording minutes and for all shareholder meetings and interaction with targets, bankers, advisors and respective counsel
- Availability for legacy issues that may arise over the course of the year, including, without limitation, assignments that will arise and be given to Consultant (which may be on an ad hoc basis)
- Management of any open regulatory matters.
- Other things that we agree require your expertise, which is expected to include, without limitation, coordinating any ongoing and day-to-day maintenance of shareholder and capitalization table information as same may be transitioned to Finance and/or a third-party records manager for Pareteum.

Together with participating in meetings (which may include some travel), telephone conference calls together with providing any other services the Parties may agree to from time to time (all of the foregoing being collectively, the “**Services**”).

3.2 The Consultant (or its representative) shall at all times abide by all laws, rules and regulations, including without limitation the FCPA (as defined herein), while performing the Services for Pareteum.

3.3 Pareteum engages the Consultant to provide the Services on a non-exclusive basis, and Consultant agrees to report to the Executive Chairman (Hal Turner), the CEO, Chief Financial Officer (Ted O’Donnell) or such other person (or persons as directed by Pareteum from time to time) and to cooperate with such other management as may reasonably be required.

3.4 The Consultant represents and warrants that it is adequately trained and qualified and permitted (if necessary) to provide the Services to Pareteum and that it will perform such Services with all due care and skill. Failure to comply with this clause represents a material breach of this Agreement.

3.5 The Consultant agrees to exercise its responsibilities so as to advance the best interests of Pareteum in good faith at all times.



4. METHOD AND LOCATION OF PERFORMING SERVICES

4.1 The Consultant may use its initiative as to the manner in which the Services are delivered, provided that in doing so the Consultant shall co-operate with Pareteum and comply with all reasonable and lawful instructions of Pareteum. The Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with accepted industry standards (if any) applicable to the Services. The Consultant agrees that it may be required to work outside normal office hours as reasonably requested by Pareteum.

4.2 The Consultant will provide the Services from such locations as are appropriate in the Consultant's commercially reasonable judgment (which may include Consultant's office, Pareteum's office and some business-related travel that will be international). Pareteum will provide the Consultant with appropriate access to Pareteum's facilities or equipment as may be necessary for the effective conduct of the Services

5. EQUIPMENT AND DATA

5.1 The Consultant shall use all such necessary software, hardware or other equipment as is reasonable for the satisfactory performance of the Services. The Consultant warrants that it shall only use properly licensed software and hardware in performing the Services.

5.2 Pareteum will provide the Consultant with such equipment as may reasonably be required by Consultant to perform the Services including, for example, a computer, appropriate software and a mobile telephone.

5.3 If the Consultant is provided with equipment or data by Pareteum for the purposes of the Services, the Consultant shall be responsible for ensuring that he preserve the security and condition of such equipment and data, and Consultant agrees to comply with Pareteum's data protection and information security policies.

6. PAYMENT AND INVOICING

6.1 Consultant will be compensated for the Services as follows:

- i) Consultant shall receive a monthly retainer of GBP £10,500 per month (to replace the GBP £7,000 per month retainer which is currently in place).
- ii) Consultant (or Mr. Korff) shall receive a conditional grant of 175,000 registered (S-8) shares of Pareteum's common stock (the "Shares") which Shares shall be valued at a per share price on the last day of trading prior to the effective date of this Agreement. The Shares will vest (i) 75,000 immediately; and (ii) the remaining 100,000 shares at the rate of 8,333 shares per month during each of the first eleven calendar months of this Agreement, with the remaining 8,337 shares vesting following the expiration of the twelfth calendar month of this Agreement. Thereafter, the parties will negotiate and agree a new and equivalent award in good faith. Acceleration of the vesting of the Shares will take place upon a change of control of Pareteum Corporation, which means a change of control as defined in the Company's Employee Share option Plan. In that event, the monthly retainer will revert to a cash retainer of equivalent value or the hourly rate prescribed below. Consultant acknowledges and agrees that the foregoing conditional grant of Shares is as consideration for Consultant performing Services during each calendar



month of the term that is the equivalent to 'up to half' of Consultant's working availability. For the avoidance of doubt, Consultant covenants and agrees with Pareteum that he shall maintain accurate monthly records reflecting the Services performed and the hours associated with those Services. If Consultant exceeds 'up to half' of his monthly working hours during any given month, Consultant shall obtain the prior approval from Hal Turner.

iii) In the event Consultant's monthly hours performing the Services has exceed 'up to half' his monthly working hours, and following approval by Hal Turner, Consultant will be paid at the rate of 160 GBP per hour for any Services performed that exceed the 'up to half' monthly working hours (which, for the purposes of this Section 6.1(ii) shall be deemed to be any time in excess of 20 hours weekly / 80 hours monthly).

iv) Consultant shall also be eligible (for full year 2019 and beyond) for an annual performance award, in the discretion of the Chairman and CEO, or the Board.

6.2 The fees exclude income or similar taxes (if payable) and Consultant understands and agrees that it shall be solely responsible for payment of same.

7. HR AND POLICY COMPLIANCE

7.1 To the extent applicable to the Services, the Consultant agrees to reasonably comply with Pareteum's company policies, human resource policies and systems including the Staff Handbook, Insider Trading Policy, Whistleblower Policy and others, any of which may be updated from time to time in Pareteum's discretion.

8. INDEMNIFICATION

8.1 The Parties indemnify each other against all tax liabilities that arise out of this Agreement such as income taxes and social premiums and national insurance contributions (if any) which may be payable by the Consultant or Pareteum, as the case may be.

8.2 Consultant shall indemnify, defend and hold harmless, Pareteum and its owners, subsidiaries and other affiliates, and the officers, directors, and employees of each of them, from any damages, loss, injury, death, costs, fees or expenses which arise from, or are alleged to have arisen from any claim, lawsuit or other action by a third party, resulting from violation or breach by Consultant of any term of this Agreement or of any statute, law or regulation governing the Services provided by Consultant pursuant to this Agreement.

8.3 Indemnification hereunder shall not apply to the extent any liability, damage, loss or expense is attributable to any negligent or wrongful act or omission, or willful malfeasance, by the party claiming indemnification. Under no circumstances will a party be liable for consequential, special or indirect damages of the other party. It shall be a condition precedent to the indemnifying party's obligations hereunder that (a) the party claiming indemnification immediately notifies the other party of any risk or possible damage once the party claiming indemnification is aware of the same, (b) that the party claiming indemnification permits the indemnifying party to exercise control over the defense thereof, and (c) that the party claiming indemnification cooperates fully in connection with such defense.



9. EXPENSES

9.1 Consultant will be entitled to claim reimbursement for reasonable telephone, IT and basic administration/office related charges that are less than £250.00 in the aggregate per month, provided supporting receipts are provided. All other documented expenses shall be approved by Pareteum in writing in advance, or Consultant understands and agrees that any such expenses shall not be reimbursed.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Consultant hereby expressly covenants that all intellectual property rights, discoveries, inventions, improvements and developments relating in any way to the business activities of Pareteum ("IPRs") which may be discovered, invented, improved or developed by the Consultant during the term of this Agreement, in the course of providing any Services hereunder, where so ever discovered, invented, improved or developed, will be the exclusive and sole property of Pareteum.

10.2 The Consultant must disclose promptly to Pareteum and hereby assigns to Pareteum without further compensation, all IPRs (including but not limited to any existing and future copyrights, trademarks and patents, as well as knowhow and trade secrets contained in or relating software, documentation or other works or materials) whether conceived or developed by it solely or jointly with others and will on the request of Pareteum execute all documents and do all such things as may be requested by Pareteum to confirm or perfect the rights, title and interest in such IPRs, provided that Pareteum will bear the costs and expenses associated therewith.

10.3 The Consultant agrees unconditionally to disclose all software and source codes to Pareteum immediately upon request.

11. CONFIDENTIALITY

11.1 The Consultant shall not, during the term of this Agreement and for two (2) years after termination (for whatever reason), disclose to any third party or use for his/her own benefit any confidential information of Pareteum or any of its subsidiaries or affiliated companies or its parent companies, shareholders, employees, customers or suppliers which has become known to the Consultant during the course of this Agreement. The term "confidential information" includes, without limitation, all business, organizational and technical knowledge, software, source codes, know-how, proprietary or confidential information, non-public IPRs, names or addresses or details of Pareteum's customers (or the customers of any of its subsidiaries or affiliated or parent companies) and any other information which by its nature ought reasonably to be treated as confidential to Pareteum.

11.2 All written and other records and all tangibles concerning Pareteum or any of its subsidiaries or affiliated or parent companies which are in the possession of the Consultant shall be carefully kept and shall be immediately returned to Pareteum upon its request, and in any case upon the termination of this Agreement.

11.3 Consultant (and its officers, employees and other agents/representatives if any) agree that its obligations hereunder are necessary and reasonable in order to protect Pareteum's business, and expressly agree that monetary damages may be inadequate to compensate Pareteum for any breach of the obligations set forth in this clause. Consultant acknowledges that any violation or threatened violation of this clause may cause irreparable injury to Pareteum and that, in addition to any other remedies that may be available, in law, in



equity or otherwise, Pareteum shall be entitled to obtain injunctive relief against a (threatened) breach of this clause or the continuation of any such breach, without the necessity of proving actual damages.

11.4 Notwithstanding the foregoing, Consultant understands, acknowledges and agrees that Pareteum may make one or more public announcement that it has engaged Consultant, as a strategic advisor to Pareteum.

12. PRIVATE GAIN

12.1 The Consultant shall not be permitted to accept or negotiate, whether directly or indirectly, for its benefit any commission, advantage or gain, in any form whatsoever, from customers or suppliers of - or other commercial partners dealing with - Pareteum or any of its subsidiaries or affiliated or parent companies, with the exception of ValidSoft. Similarly, the Consultant shall not do anything to prejudice or harm the interests or reputation of Pareteum or its affiliated or subsidiary companies, management, employees or shareholder(s).

13. NON-COMPETITION AND NON-SOLICITATION

13.1 The Consultant shall further not solicit or endeavor to entice away from Pareteum or any of its subsidiaries or affiliated or parent companies any employee, customer, supplier or commercial partner of Pareteum during, or for a period of twelve months (12) after termination of, this Agreement.

14. RELATIONSHIP BETWEEN PARETEUM AND CONSULTANT

14.1 The relationship between Consultant and Pareteum is of two arm's length commercial parties. No joint venture or partnership is created, or shall be deemed to be created hereby and no relationship of employer and employee is established or should be inferred. In particular, neither party wishes to create or imply any mutuality of obligation between themselves in the performance of Services under the Agreement.

15. FORCE MAJEURE

15.1 The Parties shall not be liable for any breaches of their obligations under this Agreement resulting from Acts of God, war, major fire, major flood, explosion or other similar catastrophe.

16. GENERAL

16.1 Any amendments or additions to this Agreement must be in writing and be signed by the Parties.

16.2 Should any provision of this Consultant agreement be or become invalid, the validity of the other provision(s) shall not be affected thereby.

16.3 The Consultant shall inform Pareteum immediately of any change of address or of any other change in circumstances which may affect the Services to be provided to Pareteum.

16.4 This Agreement is subject to the laws of the State of New York and the Courts in New York shall have exclusive jurisdiction to settle any dispute arising hereunder without regard to any principles of conflicts of laws. Consultant hereby submits to the exclusive personal and subject matter jurisdiction of the State and



Federal Courts situated in New York, New York, United States of America, and hereby waives any defense of inconvenient forum.

This Agreement may be executed in counterparts by Parties signatures transmitted by facsimile or electronic format (including via PDF), and copies of this Agreement so executed and delivered shall have the same force and effect as originals.

EXECUTED this September 25, 2019:

Pareteum Corporation

Karkinos IP Consulting Limited

A handwritten signature in blue ink that reads "Robert H. Turner".

By: A handwritten signature in black ink that reads "Alexander Korff".

By: _____

Name/Title Robert H. Turner, CEO

Alexander Korff, Director

Exhibit A-1

Consulting Agreement Amendment



CONSULTING AGREEMENT

BETWEEN:

(1) **Pareteum Corporation** of 1185 Avenue of the Americas, 37th Floor, New York, New York 10036 USA ("**Pareteum**");

AND:

(2) **Karkinos IP Consulting Limited**, having an address for notice of Merlins Copse, Southampton Road, Boldre, Lymington, UK ("**Consultant**") and represented by **Alexander Korff**.

Individually referred to as a "**Party**" or jointly referred to as the "**Parties**"

WHEREAS:

- (A) The Parties entered into consulting agreement dated September 25, 2019 ("**Consulting Agreement**");
- (B) The Parties wish to amend the Consulting Agreement on terms described in this amendment ("**Amendment**");

1. AMENDMENT

1.1 This Amendment is deemed effective from April 1, 2022, and supplements the Consulting Agreement.

1.2 The monthly retainer is increased to £21,000 ("**New Rate**"), to reflect a 40-hour per week basis (instead of the existing 20-hour per week basis). The Consultant waives his rights to claim £160/hour for all overtime worked during the term of the Consulting agreement, pursuant to section 6.1.(iii) thereof.

1.3 Consultant acknowledges and agrees that it may need to work more than 40 hours per week, and will not charge additional fees for the same.

1.4 The balance of the New Rate for April 2022 will be paid within 2 days of signing this Agreement. The New Rate will continue to be paid monthly in arrears from May 2022 onwards (unless or to the extent payments may be prepaid in the context of the Company's bankruptcy preparations).

1.5 In the event the Consulting Agreement is terminated for any reason, the Consultant will receive a severance payment in an amount equal to 50% of his annual retainer.

1.6 The Company will take any and all steps required to give effect to the terms of this Amendment, to the extent possible under applicable law, including the Bankruptcy Code.

1.7 The remaining terms of the Consulting Agreement remain in force except to the extent amended hereby.



EXECUTED this May 11, 2022:

Pareteum Corporation

Karkinos IP Consulting Limited

DocuSigned by:
By: Bart Weijermars CEO
39D1720A31F0424...

By: 

Name/Title

Alexander Korff, Director