

## **RECIPROCAL CARRIER SERVICE AGREEMENT TELAXESS LTD**

This Reciprocal Carrier Service Agreement ("Agreement") is entered into on **07.12.2018** ("Effective Date"), between **Telaxess LTD**, a company incorporated in the UK, Company registration number 11324632 with its principal offices located at Kemp House 160 City Road, London, EC1V 2NX and **Cosmic Explorer L.P.**, a company represented by Sergiu Valuta, incorporated under the laws of UK, registration number SL27435, having registered office in Suite 1, 4 Queen Street, Edinburgh, UK EH21JE Scotland, UK,(Partner) (Collectively the "Parties" or individually a "Party") .

### **Recitals**

WHEREAS, Parties are in the business of providing telecommunications services as set forth in this Agreement ("Service" or "Services"); and

WHEREAS Telaxess agrees and desires to purchase such Services from Partner and Partner agrees and desires to purchase such Services from Telaxess in accordance with the terms and conditions described in this Agreement and the Appendices attached hereto.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **1. Business Provisions**

1.1 The Parties agree to pay each other in accordance with the terms and conditions set forth in Appendix A and B. Each Party shall be provided hereby a credit limit as set forth in Appendix A and B. In the event, either Party crosses the credit limit set forth it shall pay the other Party on the very next business day (within 24 hours) upon written request by the other Party. Not doing so, either Party shall have the right to suspend any or all services. Parties acknowledge that the rates contained in such appendices are preferential, based on prompt payment on or before the due date.

1.2 Each Party shall maintain a usage charge schedule ("Usage Charge Schedule") that shall set forth the wholesale usage charge for each locale where calls may be terminated. For each call, the originating Party shall pay the terminating Party the usage charge as per the charges specified in the Usage Charge Schedule according to the destination of the telephone call for Telaxess LTD and Partner set forth in Appendix A and Appendix B respectively.

1.3 Either Party may revise its Usage Charges described in Appendix A or B, any attachment thereto or subsequent rate sheet or appendix by providing seven (7) days prior written notice. Usage charges may be periodically changed, and a revised usage charge schedule shall be effective seven (7) days after such

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revised schedule is provided to the other Party. Rate decreases may be effective immediately upon written notification to the other Party. Revisions shall be communicated in writing via fax or email with return receipt requested using a rate modification notice ("Rate Modification Notice").

Either Party shall send to the other Party all rate amendments that are either FULL A-Z or partial rate amendment for the specified breakout or breakouts.

## **2. Term and Termination**

2.1 This Agreement shall expire one (1) year after the Effective Date unless earlier terminated as provided herein (the "Initial Term"). This Agreement will be automatically renewed on a three (3) month basis after the expiration of the Initial Term or any mutually agreed subsequent term. If either Party desires to cancel this Agreement upon the expiration of the Initial Term or any subsequent term, it shall give the other Party written a notice of its intent to cancel at least thirty (30) days prior to the expiration of the current term.

2.2 In the event charges due pursuant to either Party's invoice are not paid in full by the due date, the other Party shall have the right to suspend all or any portion of the Services after giving Partner twenty-four (24) hours prior written notice ("Suspension Notice") until such time as invoice has been paid in full.

2.3 **Termination:** Each Party may terminate this Agreement: (a) if the other Party fails to fulfill any of its material obligations or breaches any of its material representations, warranties or covenants under this Agreement; (b) if the other Party is in breach of Section 23 (Confidentiality); (c) if the other Party becomes insolvent or admits in writing its inability to pay debts as they mature, or makes an assignment for the benefit of creditors; or (d) if the other Party files a petition under any foreign or local bankruptcy act, receivership statute, or the like, or such petition is filed against it (which petition is not discharged within ten (10) days after such filing). Termination due to Section 2.3(a) and 2.3(b) shall be effective thirty (30) days after written notice to the breaching Party if the breach has not been cured, to the non-breaching party's reasonable satisfaction, within such thirty (30) day period. Termination due to Section 2.3(c) and 2.3(d) shall be effective immediately.

2.4 **Effect of Termination:** Upon termination of this Agreement for any reason, each Party shall remain liable for those obligations that accrued prior to the date of such termination.

## **3. Settlement and Payment**

3.1 Invoices shall be submitted on a 15 (fifteen) daily basis. i.e. from 00:00:00 hours on Monday until 23:59:59 on Sunday. The Party that has a credit balance must then make payment within 15 (fifteen) working days to the other party. The maximum net balance that the Parties can reach within 7 (Seven) days will be capped at USD \$ 2000 which is considered the reciprocal credit limit unless

mentioned otherwise in Appendix A and B.

3.2 Invoices shall contain the following details; chargeable minutes, the rate per minute and the total cost for each individual route. Each Party will supply this information in an electronic format readable in Microsoft Excel or PDF upon request of the other party. Individual call detail records shall be made available via secure online access, provided along with the invoice, or at the request of the other party. Call detail records shall contain a record of each call invoiced, including the number dialed, date, start time, call duration, rate, and total charge. For invoicing, Partners agree to follow 0 GMT Zone.

3.3 The Parties agree to provide the right to offset amounts owed to one another leading to a net balance payment by the debtor party. In such case, the net balance on each invoice shall be paid by the debtor Party to the creditor Party in accordance with Section 3.1.

3.4 If payment is not received by either Party by the Due Date, a late fee of two and one-half (2.5) percent over the Bank of England's base rate shall be assessed on Parties delinquent balance of undisputed usage not paid by the Due Date.

3.5 Each Party shall at all times comply with the other Party's ongoing credit approval procedures and policies. If the financial circumstances or payment history of one Party is or becomes unacceptable to the other in its reasonable business judgment, such Party may require from the other reasonable additional security for payments due hereunder in the form of a cash deposit, guarantee, irrevocable clean standby letter of credit or other means within the Party's sole discretion. Failure to provide additional security for payments as requested shall give rise to the suspension of Service.

3.6 Each Party shall be solely responsible for billing and collection from its own customers. No payments due hereunder are contingent on the payment due to either Party from its own customers. Under no circumstances shall either Party be responsible to the other for fraudulent or unbillable calls, credits given by the other Party, bad debts or other uncollectible amounts incurred by the other Party.

3.7 Each party is responsible for any fees or charges assessed by its respective banking institution for the sending or receiving of payments, including but not limited to, any intermediary or correspondent bank fees.

3.8 Each party shall be allowed to wait until the net balance payable reaches a minimum of three thousand USD (\$2000) to make the wire transfer. Payments under USD \$2000 (USD Two Thousand) will be carried over to the next billing cycle, for a maximum of 1 month.

#### **4. Disputes**

4.1 Either Party shall raise a dispute if the disputed amount is more than 1 % or USD \$100, whichever is smaller of the total invoice amount or otherwise the total amount invoiced shall be due and payable as per Clause 3 above. In the event that a dispute is raised, the Parties shall promptly investigate any disputed charges and any other amount payable under this Agreement. The disputed amount may be withheld until the dispute is resolved.

4.2 Any request for a billing dispute must be made in good faith within thirty (30) days of invoice receipt through a Written Dispute Notification. Invoices shall be deemed accepted where written objections are not lodged within such thirty (30) day period. For the purpose of this Agreement, a Written Dispute Notification means an email message that must include the following information: Disputed destinations (route description); Amount of total dispute; Dispute type (e.g. rate, minute, or code); If rate dispute, the claimed rates for each disputed destination; If minute dispute, the claimed minutes and associated call detail records for each disputed destination; and If code dispute, the claimed codes and associated rates for each disputed destination. The detail contained in the Written Dispute Notification must be provided separately for each invoice. The dispute shall not be accepted as complete, until all relevant details, specified herein is submitted.

4.3 Notwithstanding the foregoing, if non-disputing Party does not respond to disputing Party within thirty (30) days of the date the dispute notification is received, the dispute shall be considered resolved in the disputing Party's favor, and the disputed amount, less any amount withheld, shall be credited to the disputing Party's next invoice.

4.4 In the event the Parties are unable to resolve the dispute amicably within a period of thirty (30) days from the date of dispute notification, it shall be resolved in accordance with Section 20.

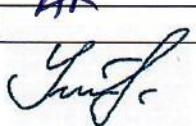
4.5 Any form of traffic originated from Partner's trunks and sent to Telaxess which is then passed through the Telaxess switches is considered billable traffic. Any dispute pertaining to the nature of any traffic that is sent from the Partner to Telaxess will be considered an invalid dispute and closed immediately and is considered to be due from the Partner in full, as long as the traffic doesn't conflict with the other sections of this agreement.

#### **5. Taxes**

Each Party acknowledges, understands and agrees that all charges described in Rate Schedules are exclusive of any applicable taxes. All invoices are inclusive of TAX which be applied to the total invoice amount every 15 (fifteen) days.

#### **6. Regulation**

This Agreement is made expressly subject to all present and future valid orders

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and regulations of any regulatory body having jurisdiction over the subject matter hereof and to the laws of Lebanon.

## **7. Warranties**

7.1 Authorization. Each Party represents and warrants to the other Party that it is an entity duly organized and validly existing under the laws of the jurisdiction of its formation and that it has all requisite power and authority for the execution and delivery of this Agreement.

7.2 Legal Compliance. Partner represents and warrants that it has obtained, or will obtain prior to offering the services hereunder, all licenses, approvals, and/or regulatory authority necessary to provide the services described herein.

7.3 NO OTHER WARRANTIES: PARTIES ACKNOWLEDGE THAT IT IS TECHNICALLY IMPRACTICABLE TO PROVIDE SERVICES FREE OF FAULTS, AND DO NOT UNDERTAKE TO DO SO. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Limitation of Liability**

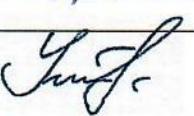
**8.1 Call Completion.** Telaxess shall not be liable or responsible in any way for the failure of calls to be completed, for any reason whatsoever or for no reason, including, without limitation, the failure of other network vendors to terminate such calls.

**8.2 No Minimum Volume of Traffic and Transmission.** Neither Party shall be obligated by this Agreement to commit a minimum volume of traffic. Neither Party shall convey traffic to destinations not agreed to between the Parties.

**8.3 LIMITATION OF LIABILITY AND DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER THEORY) OR OTHERWISE, EXCEPT FOR IN THE EVENT OF A BREACH OF ANY OBLIGATION OR LIMITATION WITH RESPECT TO THE USE OR PROTECTION OF CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY AS SET FORTH IN SECTION 23(CONFIDENTIAL INFORMATION).

## **9. Indemnification**

Each Party and its respective agents, employees, or other representatives (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, and agents (the "Indemnified Party") from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to or arising out of: (a) any breaches of express

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representations, warranties or covenants contained in this Agreement; (b) any claim against the Indemnified Party by a third party with a contractual relationship or in privacy with the Indemnifying Party; (c) the transmission, reception, and/or content of information of whatever nature transmitted or received by it or its users and (d) failure of Indemnifying Party as Originating Party as a Completing Carrier to comply with its obligations under the Payphone Orders, including without limitation relating to compensating PSPs, irrespective of whether any applicable governmental authority determines that the other is legally responsible for payphone compensation under such orders.

#### **10. No Agency**

Neither Party is authorized to act as an agent for, or legal representative of, the other Party and neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.

#### **11. Force Majeure**

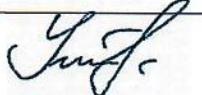
Other than with respect to failure to make payments due for Services actually provided, the Parties' obligations under this Agreement are subject to, and neither Party shall be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages (except for labor disputes or shortages relative to each of the Parties), utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of Third Parties, or any other cause beyond the Party's reasonable control.

#### **12. Waiver**

No provision of, right, power or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of each Party. No waiver by either Party of any breach or default of any provision of this Agreement by the other Party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

#### **13. Assignment**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. Neither Party shall assign, transfer, license, or otherwise transfer all or any part of its right, duties or other interests in this Agreement, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party shall have the right to assign this Agreement to any parent, subsidiary or commonly-owned corporation of such Party and in connection with any merger, consolidation, recapitalization or reorganization, involving in each case the sale of all or substantially all of the capital stock or

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assets of such Party or any parent, subsidiary or commonly-owned corporation of such Party.

**14. Amendment**

With the exception of Rate Modification Notices, this Agreement may only be amended by a written instrument, duly executed by the Parties. No modification or amendment hereto shall be affected by the acknowledgment or acceptance by either Party of any purchase order, sales acknowledgment or another similar form from the other Party.

**15. Entire Agreement and Understanding**

This Agreement (including its appendices) constitutes the entire understanding and agreement between the Parties and supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants, whether written or oral, with respect to the subject matter hereof.

**16. Interpretation**

The words and phrases used herein shall have the meaning generally understood in the telecommunications industry. This Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement.

**17. Third Party Beneficiaries/Parties in Interest.**

This Agreement has been made and is made solely for the benefits of both Parties, and their respective successors and permitted assignees. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

**18. Severability**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

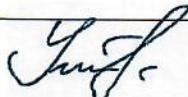
**19. Further Assurances** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

**20. Governing Law and Arbitration**

**20.1 Governing law**

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The existence, validity, construction, operation, and effect of this agreement shall be determined in accordance with, and be governed by the Laws of Lebanon. Partner agrees that any action or proceeding arising out of this Agreement shall be brought and maintained in Lebanon, and hereby consents to the jurisdiction of the courts of UK, London.

## **20.2 Arbitration**

Either Party may require that any dispute arising hereunder be settled by binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution ("ICDR") rules (the "Rules") in effect on the Effective date of this Agreement, provided that alleged breaches of Section 23 (Confidentiality) may be settled by injunctive relief in a court. Arbitration proceedings will be held in London, United Kingdom or such other place as the party may agree. The proceedings, all pleadings, documents, correspondence, and the Arbitration Award must be written in English. The decision of the arbitrator will be final and binding upon the parties and must include the question of the cost of the arbitration. Each party shall bear its own costs in relation to the arbitration process.

## **21. Counterparts**

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. To the extent that this Agreement is translated into any other language, the English language version shall be the authoritative version.

## **22. Notices**

All notices shall be written in English and shall be sent via hand delivery, confirmed facsimile or overnight courier to the Parties at their business addresses or to such other address as either Party may specify by notice to the other pursuant to this Section. All notices, except Rate Modification Notices, shall be regarded as having been given: (i) when delivered, if sent by hand; or (ii) the business day following the date of confirmed transmission, if sent by facsimile or email; or (iii) the business day following the date of confirmed delivery, if sent by overnight courier. Notices shall be sent to:

## **23. Confidentiality**

<b>TELAXESS LTD</b> Kemp House 160 City Road London <b>Phone:</b> +44-2080891341 <b>Invoices:</b> <a href="mailto:billing@telaxess.com">billing@telaxess.com</a> <b>Rate Modifications:</b> <a href="mailto:rates@telaxess.com">rates@telaxess.com</a> <b>Disputes:</b> <a href="mailto:billing@telaxess.com">billing@telaxess.com</a> <b>Legal:</b>	<b>Cosmic Explorer L.P.</b> <b>Suite 1, 4 Queen Street,</b> <b>Edinburgh , UK EH2 1JE</b> <b>Phone:</b> <b>Invoices:</b> <a href="mailto:invoice@flamesgroup.com">invoice@flamesgroup.com</a> <b>Rate Notification:</b> <a href="mailto:rates@flamesgroup.com">rates@flamesgroup.com</a> <b>Disputes:</b> <a href="mailto:invoice@flamesgroup.com">invoice@flamesgroup.com</a> <b>Legal:</b>
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<u>info@telaxess.com</u>	<b>Account Manager:</b> <b>Email:</b>
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**23.1** For purposes of this Agreement, "Confidential Information" means, with respect to either Party, this Agreement and any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of the disclosing Party (including, but not limited to, information identified as being proprietary and/or confidential, pricing, marketing plans, customer and supplier lists, service data, and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the receiving Party in violation of this Agreement), (ii) is lawfully acquired by the receiving Party from an independent source having no obligation to maintain the confidentiality of such information, (iii) the receiving Party can demonstrate was known to the receiving Party prior to its disclosure under this Agreement. (iv) the receiving Party can demonstrate was independently developed by the receiving Party, or (v) is required to be disclosed by governmental or judicial order, or requested to be disclosed in connection with a law enforcement investigation, in which case the party so required or requested shall give the other Party prompt written notice of such order or investigation. Partner acknowledges that it is Telaxess's policy to respond to all legal and governmental inquiries.

**23.2** Either Party may disclose or make available to the other Confidential Information in connection with the activities contemplated hereunder. Each Party agrees that during the term of this Agreement and thereafter (a) it shall provide at a minimum the same care to avoid disclosure of unauthorized use of Confidential Information as is provided to provide its own similar information, but in no event less than a reasonable standard of care; (b) it will use Confidential Information belonging to the other solely for the purposes of this Agreement and (c) it will not disclose Confidential Information belonging to the other to any third party (other than its employees and/or consultants reasonably requiring such Confidential Information for purposes of this Agreement who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without the express prior written consent of the disclosing Party. Notwithstanding anything to the contrary, a Party may disclose Confidential Information in the good faith belief it is necessary to act under exigent circumstances to protect the personal safety of its customers or the public. Each receiving Party will promptly return to the disclosing Party upon request any Confidential Information of the disclosing Party.

### **23. Service interruptions, Modifications and Instructions**

The Parties agree that Telaxess LTD may, as required and in its sole discretion: temporarily suspend the Services for the purpose of repair, maintenance or

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improvement of equipment, software or telecommunication services, and any cabinets or ducts enclosing them; vary the technical specification of the Services for operational or regulatory reasons; or give instructions about the use of the Services resulting from any mandatory government laws and regulations that become applicable during the term of this Agreement. Such instructions shall, while they are in force, be deemed to form part of this Agreement. Each Party shall also advise the other Party of items that are believed to be reasonably necessary for the interests of safety or for improving the quality of the Services. Where such items would result in a degradation of service or a danger if not complied with, then either party reserves the right to introduce them into this Agreement, subject to prior notification.

#### **24. Network Security**

The Parties will cooperate on all issues related to fraud, misuse or damage of data and the network. The Parties will inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and will jointly discuss and work out measures either to prevent or eliminate such fraud, misuse or damage. Each Party's obligation hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by relevant security laws.

#### **25. Survival**

The following provisions shall survive the expiration or termination of this Agreement for any reason:

Section 2 (Term and Termination); Section 3 (Settlement and Payment); Section 8 (Limitation of Liability); Section 9 (Indemnification); Section 20 (Governing Law); Section 22 (Notices); Section 23 (Confidentiality); and this Section 26 (Survival).

#### **26. Contact Details**

Each Party shall provide their contact details asked in Appendix D.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

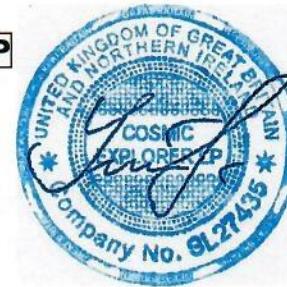
**TELAXESS LTD**

By:  
**Name:** Ali Raya  
**Title:** CEO  
**Date:** 07.12.2018

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**Cosmic Explorer LP**

By:  
**Name:** Sergiu Valuta  
**Title:** CEO  
**Date:** 07.12.2018



## APPENDIX A

### TELAXESS LTD USAGE CHARGE SCHEDULE

#### **1. Interconnection**

For each telephone call originated by Partner (Partner origination), Partner is responsible for the arrangement, installation, operation, and payment of the interconnection between the Partner's network and the Telaxess Point of Presence. Such responsibility includes, but is not limited to, special cabling arrangements and any recurring fees, charges or amounts otherwise due. The Parties shall interconnect via carrier ring, meet-me-room or another collocation arrangement as may be agreed between the Parties in compliance with Telaxess's network interface procedures.

#### **2. Circuit Availability**

Telaxess shall use its best efforts to make the circuit(s) available to Customer on or about the service commencement date. If Telaxess does not make the circuit(s) available to Customer on or about such date, Customer may cancel this agreement without liability upon written notice to Telaxess prior to service commencement.

#### **3. Rates**

Unless otherwise provided below, rates shall be attached to and are hereby incorporated by reference into this Agreement. The rates contained herein or in any Rate Modification Notice apply to the specific Country-City codes detailed alongside such rates. The Route Descriptions are provided for convenience only. In the event of a discrepancy between the rate applied to a Country-City code and a Route Description, the Country-City code shall govern. The start time on the effective dates of the rate changes is 00:00:00 GMT. If previously increased destinations are restated as unchanged, further increased, or decreased on a Rate Modification Notice and the effective date is greater than the prior effective date, the prior increase date will remain in effect.

**Any Increase of rates must be communicated 7 (seven) days prior to the increase.**

Route Description	Country-City Code	Rate per minute US \$	Status (if any)
TBA	TBA	TBA	TBA

#### **4. Restrictions**

Termination of calls to audio text, 900 and 900 equivalents, or any other premium charge number (collectively "Non-Mobile Special Service Numbers") is strictly prohibited. In the event of termination of calls to Non-Mobile Special

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Service Numbers or to numbers not included in the Telaxess Rate Sheet, the calls shall be billed at cost plus twenty (20) percent. Telaxess reserves the right to implement additional restrictions, including, but not exclusively, requiring that a capped percentage of traffic may be sent to a given dial pattern, and will notify the customer of these restrictions on Rate Modification Notices.

**5. Billing Increment**

Unless otherwise stated in the attached Rate Sheet, calls shall be billed in 1 (one) second increments with a 1 (one) second minimum except:

Gambia (+220) Increments are 60/1

ALL OF THE FOLLOWING regions and codes will be billed in 60/60 increments:

Mexico (+52) 60/60  
Papua New Guinea (+675) 60/60  
Tonga Islands (+676) 60/60  
Vanuatu (+678) 60/60  
Western Samoa (+685) 60/60  
Haiti (+509) 60/60  
Togo (+228) 60/60  
Suriname (+597) 60/60  
Kiribati (+686) 60/60  
Tuvalu (+688) 60/60  
Solomon Islands (+677) 60/60  
Niue (+683) 60/60  
New Caledonia (+687) 60/60  
Nauru (+674) 60/60

**6. Credit Limit: \$ \$ 2000 ( two thousand US )**

## APPENDIX B PARTNERS USAGE CHARGE SCHEDULE

### **1. Interconnections**

For traffic terminated by Customer on behalf of Telaxess LTD (i.e., Telaxess LTD origination), the Customer is responsible for the arrangement, installation, operation and payment of the interconnection between the Customer's network and the Telaxess LTD Point of Presence. Such responsibility includes, but is not limited to, special cabling arrangements and any recurring fees, charges or amounts otherwise due. The Parties shall interconnect via carrier ring, meet-me-room or another collocation arrangement as may be agreed between the Parties in compliance with Customer network interface procedures.

### **2. Circuit Availability**

Customer shall use its best efforts to make the circuit(s) available to Telaxess LTD on or about the service commencement date. If Customer does not make the circuit(s) available to Telaxess on or about such date, Telaxess may cancel this agreement without liability upon written notice to Customer prior to service commencement.

### **3. Rates**

Unless otherwise provided below, rates shall be attached to and are hereby incorporated by reference into this Agreement. The rates contained herein or in any Rate Modification Notice apply to the specific Country-City codes detailed alongside such rates. The Route Descriptions are provided for convenience only. In the event of a discrepancy between the rate applied to a Country-City code and a Route Description, the Country-City code shall govern. The start time on the effective dates of the rate changes is 00:00:00 GMT. If previously increased destinations are restated as unchanged, further increased, or decreased on a Rate Modification Notice and the effective date is greater than the prior effective date, the prior increase date will remain in effect. Any INCREASE in rate must be communicated to originating party 7 (seven) days prior to the rate increase.

Code Name	Code	Rate Per Minute US \$	Remarks
TBA	TBA	TBA	TBA

### **4. Restrictions**

Termination of calls to audio text, 900 and 900 equivalents, or any other premium charge number (collectively "Non-Mobile Special Service Numbers") is strictly prohibited. In the event of termination of calls to Non-Mobile Special Service Numbers or to numbers not included in the Telaxess LTD Rate Sheet, the calls shall be billed at cost plus twenty (20) percent. Telaxess LTD reserves the right to implement additional restrictions, including, but not exclusively, requiring that a capped percentage of traffic may be sent to a given dial pattern, and will notify the customer of these restrictions on Rate Modification Notices.

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Togo (+228) 60/60  
Suriname (+597) 60/60  
Kiribati (+686) 60/60  
Tuvalu (+688) 60/60  
Solomon Islands (+677) 60/60  
Niue (+683) 60/60  
New Caledonia (+687) 60/60  
Nauru (+674) 60/60

**6. Credit Limit: \$ 2000 ( two thousand US )**

## APPENDIX C

### Bank Wire Instructions

<b>Account Name</b>	Telaxess LTD
<b>Bank Name</b>	HSBC BANK PLC
<b>Bank Address</b>	MOORGATE The Helicon, 1 South Place, EC2M 2UP, London, England
<b>Account #</b>	52307472
<b>IBAN#</b>	GB84HBUK40030452307472
<b>Swift Code / BIC: #</b>	HBUKGB48
<b>ACCOUNT BRANCH SORT CODE</b>	400304

#### Cosmic Explorer LP

##### SEPA Transfer eur

Beneficiary - Cosmic Explorer LP

Address of beneficiary - Suite 14 Queen Street, Edinburgh, EH2 1JE, United Kingdom

Account/IBAN - GB69EPMT00997285669335

Bank - Epayments Systems Limited

Address of the bank - 91 Wimpole Street, London W1G 0EF, United Kingdom

SWIFT - EPMTGB2L

##### SWIFT Transfer eur

Beneficiary - EPAYMENTS SYSTEMS LTD CLIENTS FUNDS

Address of beneficiary - Palladium House 1-4 Argyll Str. London, UK

Account/IBAN - LV41RTMB0000634806048

Bank - Rietumu Banka

Address of the bank - Vesetas 7, Riga, LV-1013, LATVIA

SWIFT - RTMBLV2X

**Payment details - for Cosmic Explorer LP ( e-Wallet 001-683014 )**

**Appendix D**  
**Contact Details**

<b>Telaxess LTD</b>	XXXXXXXXXX
<b>1) Accounts Payable</b>	<b>1) Accounts Payable</b>
<b>Name:</b>	<b>Name:</b>
<b>E Mail:</b> <a href="mailto:finance@telaxess.com">finance@telaxess.com</a>	<b>E Mail:</b> <a href="mailto:invoice@flamesgroup.com">invoice@flamesgroup.com</a>
<b>Phone:</b> +44-2080891341	<b>Phone:</b>
<b>Fax:</b> +44-2080891341	<b>Fax:</b>
<b>2) Technical Contact</b>	<b>2) Technical Contact</b>
<b>Name:</b> 24/7 Online NOC	<b>Name:</b>
<b>E Mail:</b> <a href="mailto:noc@telaxess.com">noc@telaxess.com</a>	<b>E Mail:</b> <a href="mailto:noc@flamesgroup.com">noc@flamesgroup.com</a>
<b>Phone:</b> +44-2080891341	<b>Phone:</b>
<b>Fax:</b> +44-2080891341	<b>Fax:</b>
<b>IMs:</b> (1)	<b>IMs:</b> (1)
<b>3) Rates</b>	<b>3) Rates</b>
<b>Name:</b>	<b>Name:</b>
<b>E Mail:</b> <a href="mailto:rates@telaxess.com">rates@telaxess.com</a>	<b>E Mail:</b> <a href="mailto:rates@flamesgroup.com">rates@flamesgroup.com</a>
<b>Phone:</b> +44-2080891341	<b>Phone:</b>
<b>Fax:</b> +44-2080891341	<b>Fax:</b>
<b>4) Account Manager</b>	<b>4) Account Manager</b>
<b>Name:</b>	<b>Name:</b>
<b>E Mail:</b> <a href="mailto:sales@telaxess.com">sales@telaxess.com</a>	<b>E Mail:</b>
<b>Phone:</b> +44-2080891341	<b>Phone:</b>
<b>Fax:</b> +44-2080891341	<b>Fax:</b>