

Date: 19 - November -2018

(1) QUICKCOM GLOBAL COMMUNICATIONS LIMITED

Telaxess Limited

BILATERAL TELECOMMUNICATIONS

SERVICES AGREEMENT

This Agreement is made on 19 – November - 2018 (the "Commencement Date") between

- (1) **Quickcom Global Communications Limited ("Quickcom")**, a company incorporated in Hong Kong, whose registered address is at Rm 1101, 11/F San Toi Building, No.139 Connaught Rd Central, Hong Kong.
- (2) Telaxess Limited, ("**COMPANY**"), a company incorporated in the United Kingdom, whose registered address is Kemp House 160 City Road London EC1V 2NX

RECITALS

- (A) Quickcom holds a valid Public Non-Exclusive Telecommunications Services ("PNETS") Licence for External Telecommunications Services issued by OFCA, to provide telecommunications services, namely, ISR for voice, facsimile and data services.
- (B) **Company** operates telecommunications facilities in the United Kingdom under a valid REGISTRATION NUMBER 11324632 issued by LONDON COMPANY HOUSE and, inter alia, provides telecommunication facilities and services in international.
- (C) Quickcom and **Company** ("The Parties") agree to supply Voice Services traffic to each other on the terms and conditions specified in this agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this Agreement the following words have the following meaning:

Quickcom and with **Company** are collectively referred to as the "Parties" and individually, a "Party";

"Voice Services" refers to international **VoIP** direct dial voice or facsimile traffic;

"Charges" in relation to a party means the charges for its Services.

"Affiliate" means, with respect to any Party, any other person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For these purposes, "control" of any person shall mean the ownership of, or the power to direct the voting of, more than sixty percent (60%) of the common stock or other equity interests having ordinary voting power for the election of directors (or persons performing comparable functions) of such person;

"Confidential Information" means the terms of this Agreement and any and all, whether written or not, form of information or data of any nature provided by one Party to the other Party and identified at the time of the disclosure (if oral) and marked (if written) as "Confidential", "Proprietary" or the like;

"Day" means a calendar day;

"OFCA" means the Office of the Communications Authority in Hong Kong;

"Service Commencement Date" means, in respect of each Service to be provided under

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this Agreement, the date on which such Service is first capable of being used by the party to which it is provided;

"Services" means the telecommunications services, as amended from time to time by written agreement between the Parties, and "Service" shall be construed accordingly. The Services provided by Quickcom to *Company* shall be deemed the "Quickcom Services". The Services provided by *Company* to Quickcom shall be deemed the "*Company* Services."

"System" means any telecommunications system operated by either party under any valid license or the like granted by any relevant governmental or other lawfully regulated authority.

"Working day" means any business day from Monday to Friday excluding any Public Holidays and local bank holidays.

- 1.2 A reference in this Agreement to an Ordinance includes any amendment, replacement or re-enactment and includes any bye-laws, rules, regulations, orders, notices, directions, consents or permissions made under it and any conditions imposed by it.
- 1.3 Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.
- 1.4 References in this Agreement to Clauses and Schedules are references to clauses of and schedules to this Agreement. References to Paragraphs are references to paragraphs of the Schedule in which the reference is made, unless otherwise explicitly provided.

2. Commencement and Term

This Agreement shall be effective from the effective date and shall continue in full force and effort for a period of one (1) year, and shall thereafter be automatically extended for successive one (1) year period of time unless at least thirty (30) days prior notice.

3. Provision of Services

- 3.1 The Parties shall connect their respective Systems in the manner agreed between them from time to time. The point of connection shall be at such location as agreed upon mutually in writing.
- 3.2 The Parties shall provide its Services to other on Service Commencement Date for such Service or a date of mutual agreement.
- 3.3 The Parties may from time to time by agreement in writing amend the Services.
- 3.4 Both Parties agree that the Services to be provided to the other Party under this Agreement shall be provided on a non-exclusive basis.
- 3.5 Each party shall use all reasonable endeavours to agree with the other party on the network parameters, testing procedures, and arrangement for implementing the Services which shall be separately documented;
- 3.6 Each party shall use all reasonable endeavours to resume the normal operation of the Services with the least practicable delay in the event of interruption to the Services.
- 3.7 The Parties shall exchange and keep updated, contact lists of appropriate personnel who are responsible for running of the Services and providing information regarding the quality of services.

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4. Charges and Payments

- 4.1 Billing is in 1-second increment after a charge for a 1-second minimum, except for Haiti, Kiribati, Mexico, Nauru, New Caledonia, Niue Island, Papua New Guinea, Samoa West, Suriname, Togo, Tonga, Tokelau, Cook Islands, Solomon Islands and Vanuatu which shall be billed in full minute increments. Billing increment for Gambia is for a 1-minute minimum and 1-second basis. Charges for call durations anywhere between 0 second and the full 1 second increment will be rounded up to the next full increment.
- 4.2 Invoice period is SEVEN calendar days, the invoice will be sent via emails. Quickcom will add the invoiced amount to *Company's* account in Quickcom within 48 hours under requests. Otherwise, the payment should be sent to *Company* and bear the bank charges in THREE days if the amount reaches Three Thousand 3000 USD. If the *Company* request payment from Quickcom which is less than THREE THOUSAND 3,000 USD, the *Company* should bear all the bank charges.

All Charges and amounts shall be stated in **US Dollars**. Quickcom billing time zone is GMT 0. The other party billing time zone is GMT 0

- 4.3 Total amount of credit for all/any kind of services provided by *Company* to Quickcom is limited to FIVETEEN THOUSAND 15,000 USD, the credit limit provided by Quickcom to the *Company* is depends on the consumption of Quickcom in each billing period, the invoiced amount will be added to *Company's* account for traffic exchange, when the *Company* reaches 80% of the available credit limit, Quickcom has right to request an immediate payment in case the service is suspended.
- 4.4 With respect to the Quickcom Services, *Company* shall notify Quickcom, and with respect to the *Company* Services, Quickcom shall notify *Company*, in writing of any bona-fide, good-faith dispute with the charges on an invoice within thirty (30) calendar days of receipt of the invoice. The notice shall include the reasons for and amount of the dispute. If the disputed amount does not exceed one percent (1%) of the invoiced amount in the statement, the disputing Party shall pay the amount in full and not withhold any disputed amount. If the disputed amount exceeds one percent (1%) of the invoiced amount in the statement, the disputing Party may withhold payment only on amounts disputed within thirty (30) calendar days of receipt of the invoice.

Undisputed amounts shall be paid in accordance with the payment terms set forth herein. The parties agree to use their respective best efforts to resolve any dispute within (30) thirty calendar days after the receipt of the dispute notice.

If the dispute is resolved in the providing Party's favor, any amounts to be paid by the purchaser shall be immediately due. If the dispute is resolved in the purchasing Party's favor, any disputed amounts previously paid by the purchasing Party that are to be returned by the providing Party shall be paid in the form of a credit on the purchasing Party's first invoice following the dispute resolution date.

All amounts not timely and appropriately disputed shall be deemed final and not subject to further dispute. Notwithstanding anything herein to the contrary, the purchasing Party shall not withhold any disputed amounts while its account with the providing Party is delinquent, and claims of fraudulent usage shall not constitute a valid basis for a dispute.

- 4.5 The Parties may at any time change the Charges for the respective Services it offers by giving the other party not less than seven (7) calendar days advance written notice via email to the other Party at the address indicated below. For the avoidance of doubt,

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notices regarding change of (i) Charges; (ii) country prefix; and (iii) area prefix; (iv) tech prefix must be served by way of email to the other Party at the contact details indicated below, otherwise, notices by other means shall be ineffective and will not be deemed as received by the other Party notwithstanding anything to the contrary herein contained.

Email for Change of Rate,Country Prefix,Area Prefix and Tech Prefix to Quickcom: <u>rates@quickcomglobal.com</u>
Email for Change of Rate,Country Prefix,Area Prefix and Tech Prefix to COMPANY: <u>rates@telaxess.com</u>

For general notice other than rates, please refer to Schedule 1 of this agreement.

- 4.6 All payments shall be made to the following financial institutions:

Quickcom's Banking Information

Beneficiary Name: QUICKCOM GLOBAL COMMUNICATIONS LIMITED
Account No.: 168-752079-838
SWIFT Code: HSBCHKHCHKH
Bank Code: 004
Branch address: The Hongkong and Shanghai Banking Corporation Limited No. 1 Queen's Road Central Hong Kong

Company's Banking Information

Account Name: TELAXESS LIMITED
Account #: 52307472
SWIFT Code: HBUKGB4B
Bank Name: HSBC BANK PLC
Bank Code: 400304
Branch address: MOORGATE The Helicon, 1 South Place, EC2M 2UP, London, England

5. Taxes

- 5.1 The Charges for the provision of Services by the Parties in this agreement are exclusive of any, or other charges, of whatever nature (including, without limitation, any regulatory fees, surcharges or assessments) imposed by any taxing or governmental authority (collectively "Taxes").
- 5.2 All payments made by the Purchasing Party under this Agreement shall be made without any deduction or withholding for or on account of any Taxes.

6. Compliance with Laws and Obligations

- 6.1 Each party shall ensure that it:
- 6.1.1 Obtains and maintains all valid licenses, approvals, consents and authorizations necessary for it to perform lawfully its obligations under this Agreement; and
 - 6.1.2 Complies at all times with all relevant laws and obligations, including without limitation any applicable license under the Party's local Telecommunication Ordinance.
- 6.2 Except with respect to any indemnification obligations hereunder, neither party shall have any liability under this Agreement for failure of the other Party to comply with any such

relevant laws or obligations or to obtain and maintain the necessary licenses, consents, authorizations or approvals as provided in section 6.1.

7. Traffic Volumes and Forecasting

- 7.1 The Parties shall not be obliged by this Agreement to commit any number of minutes' traffic.

8. Termination

- 8.1 Without prejudice to any other rights or remedies it may have (whether under this Agreement or at law), either party may terminate this Agreement, or may cancel or suspend the provision of the Services provided by it, immediately by serving written notice on the other party if:

8.1.1 Any license, consent or approval required in connection with the Services provided under this Agreement is revoked, withdrawn, suspended or expires such that the Services cannot be provided (without a replacement license being available within a reasonable period of time); or

8.1.2 One Party fails to make any payment to the other Party (except that which is under dispute as provided in Clause 14) when it is due under this Agreement after receiving seven (7) days written notice to do so; or

8.1.3 The other party commits a breach of any material obligation under this Agreement and, in the case of a remediable breach, fails to remedy the breach after receiving 30 days written notice to do so, provided that in the event of any chronic and recurring service problems for which providing Party previously had the right to cure, the providing Party shall have relinquished its cure rights hereunder; or

8.1.4 The other party becomes Insolvent.

- 8.2 Either party may terminate this Agreement at any time after the first twelve (12) months after the Commencement Date without cause by serving ninety (90) days written notice on the other.

- 8.3 In this Clause, "Insolvent" means the appointment of, or the application to a court for the appointment of, a liquidator, provisional liquidator, receiver or manager, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind it up, or becoming unable to pay its debts.

- 8.4 Termination of this Agreement shall not relieve either party of any antecedent liability for breach of this Agreement.

9. Force Majeure

- 9.1 Except with respect to failures to make any payments due hereunder, neither party hereto will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond the first party's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labor shortage or labor dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a third party of line of sight

between microwave installations, war, military operations or riot or any other causes, circumstances, or contingencies, beyond the parties' control, which prevent or hinder the performance of the parties of any of its obligations hereunder.

10. Dispute Resolution

- 10.1 In the event of a dispute arising under this Agreement, the Parties agree that their authorized agents shall discuss and negotiate the issues, with informal escalation within the Parties' organizations as necessary to pursue and achieve resolution as expeditiously as possible. The Party who raises the dispute is responsible for checking the CDR, rates, and all relevant information and notifies the other party to settle the dispute.
- 10.2 If a resolution cannot be achieved through informal negotiations between the Parties as described above within thirty (30) days, either party may serve upon the other a written notice that negotiations have reached an impasse and the dispute shall be resolved in accordance to Clause 14.

11. Assignment

Neither party shall assign or otherwise deal with any of its rights and obligations under this Agreement, provided that either party may without the other party's prior written consent, but upon notice to the other party assign its rights and obligations under this Agreement to an affiliated, holding or subsidiary company or to any successor in interest and may assign its rights to receive payments hereunder as collateral to any lender, provided that the assignee must be at least as creditworthy as the assignor at the time of the assignment

12. Changes to this Agreement

This Agreement may only be amended by written agreement signed by both parties.

13. Miscellaneous

- 13.1 Failure by either party to enforce any of its rights under this Agreement shall not be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.
- 13.2 Part or all of any Clause of this Agreement which is unenforceable or illegal will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement.
- 13.3 The relationship between and among the Parties hereto shall not be that of partners or a joint venture between the Parties. Nothing herein contained shall be deemed to constitute a partnership between and among the Parties or a merger of the assets or fiscal or other liabilities or undertakings of the Parties. The common enterprise between and among the Parties shall be limited to the express provisions of this Agreement. Nothing herein contained shall allow a party to act as a mandatory or agent of any other party or all of them, except to the extent expressly permitted hereunder.
- 13.4 Except as specifically provided herein this Agreement, this Agreement represents the entire agreement (inclusive of schedules and attachments to this Agreement and any subsequent schedules and attachments as may be agreed between the Parties) between the Parties herein and shall supersede all prior representations, promises and proposals, whether they be oral or written.

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14. Governing Law and Jurisdiction

14.1 This Agreement is governed by the laws of Hong Kong and the Parties irrevocably submit to the non-exclusive jurisdiction of Hong Kong.

IN WITNESS whereof the Parties or their authorized representatives have set their hands the day and year first above written

SIGNED for and on behalf of

TELAXESS LIMITED

(with company chop)

Print Name: Ali Raya

Title: CEO

Date: 19 - Nov - 2018

SIGNED for and on behalf of

Quickcom Global Communications Limited

(with company chop)

Sally Wong

Print Name: Sally Wong

Title: Legal Manager

Date: 19 - Nov - 2018



SCHEDULE 1

Each party giving notice or notifying under this Agreement must send to the specified email address.

For Invoices, if to <i>Company</i>:	Email: billing@telaxess.com
For Rates, if to <i>Company</i>:	Email: rates@telaxess.com
For Tech Support, if to <i>Company</i>:	Email: noc@telaxess.com

For Invoices, if to <i>Quickcom</i>:	Email: billing@quickcomglobal.com
For Rates, if to <i>Quickcom</i>:	Email: rates@quickcomglobal.com
For Tech Support, if to <i>Quickcom</i>:	Email: noc@quickcomglobal.com

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