IPXP Europe s.r.o.
Bubenec, Ceskoslovenske armady 371/11,
PSC 160 00, Prague 6, Czech Republic
Telephone: +420 226 020 300
Fax: +420 226 020 301
Web: http://www.ipxp.net
E-mail: contracts@ipxp.net

CONTRACT FOR TELECOMMUNICATIONS SERVICES
dated _____ No. _____

   IPXP Europe s.r.o., a company represented by *Volodymyr Dinkevych*, incorporated in compliance with the Law of the *Czech Republic* under registration number *26756820* and located at the following legal address: *Bubenec, Ceskoslovenske armady 371/11, PSC 160 00, Prague 6, Czech Republic* (hereinafter referred to as the ≪**Company**≫) and

_____,

represented by

_____,

incorporated in compliance with the Law of

_____

under registration number

_____

and located at the following legal address:

_____

_____

(hereinafter referred to as the ≪**Customer**≫), hereinafter collectively referred to as the ≪**Parties**≫, have concluded this Contract as follows:

Subject Matter of the Contract

The Parties have agreed to connect their telecommunications systems via public Internet network with view to rendering Voice over Internet Protocol (VoIP) telecommunications services according to terms and conditions stipulated hereby.

1. Services

1.1. The Parties have agreed to render one another telecommunications services (hereinafter referred to as the ≪**Services**≫) whereby each of the Parties shall be able to convey calls to the node of the other Party to destinations indicated by this Party in notifications which are to be executed and sent in compliance with terms and conditions provided in ≪Appendix A≫.

1.2. The Parties shall use the Services in compliance with all applicable resolutions, permits, technical standards, instructions and decisions of state authorities of each Party.

1.3. The Parties shall make reasonable efforts to ensure that they:

    1.3.1. shall not use the Services for any unlawful and illegal purposes and shall not permit other persons to perform the above;

    1.3.2. shall fulfill all reasonable instructions of the other Party pertaining to the Services use;

    1.3.3. shall have, throughout the Contract validity term, all necessary licenses for operating telecommunications systems and equipment, involved in the network hereunder, and guarantee that services use shall not result in violation of any terms of telecommunications licenses held by any of the Parties.

2. Interconnection

2.1. The Parties shall establish and maintain such initial points of connection which are reasonably required for the Services provisioning.

2.2. The Parties shall initially connect their respective telecommunications systems via public Internet network. Procedures pertaining to the ordering and provisioning of necessary capacities shall be performed by each Party individually. Amendments to the above procedures shall also be introduced by each Party individually, with consideration for traffic forecasts provided by each Party to the other.

2.3. Neither of the Parties shall be under any obligation to render the Services if the traffic volume or structure exceeds its technical capabilities.

3. Validity Term

3.1. This Contract shall be concluded for **1 (one) year** (hereinafter referred to as the ≪**Validity term**≫) and shall enter into force from the date of its signing.

3.2. This Contract can be terminated prior to the Validity term expiration, in compliance with paragraph 7 hereof.

3.3. This Contract Validity term shall be automatically extended to each subsequent year until it is terminated by one of the Parties in compliance with paragraph 7 hereof.

4. Settlements Procedure

4.1. The Parties shall exchange the originals of this Contract. Services payment shall not be made before the above procedure is carried out.

4.2. Each of the Parties has agreed to pay for the Services rendered by the other Party according to this Contract and based on the rates specified in relevant notifications (paragraph 4.3.).

4.3. Rates established by each of the Parties for the other Party shall be specified in notifications to be executed and sent in compliance with ≪Appendix A≫ hereto.

4.4. The settlement period for the Parties shall be — **1 (one) month**. Each of the Parties shall forward an invoice to the other Party within **5 (five) days**following the settlement period.All amounts indicated in invoices shall be in US dollars (USD).

4.5. Each of the Parties shall compensate the other Party for traffic termination costs within **15 (fifteen) days** from the date of relevant invoice receipt. Amounts to be paid shall be calculated as based on notifications to be executed and sent in compliance with ≪Appendix A≫ hereto. In case of equality of payments arrears of the Parties with regard to the settlement period, the Parties' obligations in terms of mutual settlements shall discontinue. In case of inequality of counter-obligations after offsetting, the greater obligation shall be payable in the part exceeding the lesser obligation.

4.6. Payment shall be made in US dollars by the bank transfer.

4.7. Bank commission charges shall be paid by the Party making payment.

4.8. According to paragraph 5, should any of the Parties fail to pay the invoice rendered to it in compliance with above paragraphs 4.4. and 4.5., the other Party shall be entitled to accrue a penalty at the rate of **0.5% (half per cent)** of the delayed amount for each day of delay, unless the invoice or part thereof has been reasonably disputed, but such penalty shall not exceed **10% (ten per cent)** of the outstanding amount.

4.9. Prices specified herein do not include value-added tax (VAT).

4.10. The Parties shall be entitled to issue invoices for rendered Services prior to the settlement period if one of the Parties makes calls to destination provided by the other Party to the amount exceeding **2000 (two thousand) US dollars** (hereinafter referred to as the ≪**Credit limit**≫). In case this Credit limit is exceeded within the settlement period, the Party having accepted the calls shall render the other Party having made the calls an invoice which shall be paid within **1 (one) day**. Otherwise provision of Services to the Party having exceeded this Credit limit shall be suspended until the outstanding amount is paid.

4.11. If the amount payable for the settlement period makes less than **1000 (one thousand) US dollars**, the given payment shall be carried forward in payment for the Services rendered in the next settlement period, or shall be paid at the expense of the receiving Party. In either case this payment shall be made not later than in **2 (two) months** following the settlement period within which the amount payable in this settlement period made less than **1000 (one thousand) US dollars**. Penalty shall not be accrued in this case.

5. Disputes

5.1. The Parties shall cooperate with view to detecting promptly any disputes concerning the accuracy of any billing data recorded in any of the Parties' network, or concerning any other amounts payable hereunder. The objecting Party shall notify the other Party about any such disputes in writing and prior to the invoice due date. In case the objecting Party fails to notify the other Party about any disputes prior to the indicated date, the invoice shall be deemed confirmed. The Parties allow discrepancy within **1 (one) per cent** (but not over **100 (one hundred) US dollars**) between the amount of invoice issued by the Party for provided Services and the data of the Party in whose name the invoice is issued. Should the discrepancies between the invoice amount and the data of the Party in whose name the invoice is issued exceed **1 (one) per cent** of the invoice amount or **100 (one hundred) US dollars**, payment of the disputed amount may deferred until the dispute is resolved upon written agreement of the Parties.

5.2. Should billing data discrepancies remain unresolved within **10 (ten) days** following the due date of the relevant invoice (unless such period was extended as agreed by the Parties), any of the Parties shall be entitled (having submitted a preliminary written notification thereof to the other Party) to refer the dispute for consideration to an independent expert (hereinafter referred to as the «**Expert**») approved by both Parties, requesting such expert to act as an independent Expert whose decision, in the absence of manifest error, shall be final and binding.

5.3. The Parties shall cooperate in such consideration and, if applicable, any amounts thus found to be due or overpaid in respect of the disputed invoice shall be paid or refunded (including any interest payable or paid pursuant to paragraph 4.7. above) within **10 (ten) days** from the date of the decision in accordance with terms or earlier settlement between the Parties.

5.4. Each of the Parties shall bear its own costs pertaining to the Expert's decision delivery and shall also pay one half of the Expert's fee (or such part thereof to be determined by the Expert) jointly agreed by the Parties prior to the Expert appointment.

6. Provision of Information and Confidentiality

6.1. Each of the Parties shall provide the other Party all information and assistance which may be reasonably required by the other Party for the purpose of enabling it to fulfill its obligations hereunder or for the purpose of verifying amounts presented according to these conditions.

6.2. Pursuant to paragraph 6.3.,each of the Parties shall consider confidential and shall not disclose the terms and conditions hereof, as well as all data, summaries, rates, reports, information of technical, commercial or any other nature or otherwise pertaining in any manner to the business or affairs of the other Party which the other Party may obtain in connection herewith. In addition, each of the Parties undertakes to make reasonable efforts to ensure that its directors, employees, professional consultants and agents consider such information as confidential and do not disclose and use such information other than for the purposes of this Contract, except with the written permission of the other Party.

6.3. Terms of paragraph 6.1. shall not apply to information which:

    6.3.1. has been disseminated or has become public other than by disclosure of this Contract;

    6.3.2. has been obtained by the Party from a third party entitled to disclose such information;

    6.3.3. is or has been independently generated by the Party (but not including data pertaining to calls made by the other Party);

    6.3.4. is owned by the Party or has become known to the Party prior to the date of this Contract signing since that Party was not bound by any confidentiality obligations with regard to such information by the other Party.

6.4. The following disclosures by any of the Parties shall not constitute a violation of paragraph 6.1.:

    6.4.1. disclosure of information required by any law or valid order of a court of competent jurisdiction or rule, regulation or request of any governmental or other regulatory authority or agency provided that the Party disclosing the information shall notify the other Party promptly of any such order or request (and if possible prior to making any disclosure) and shall request confidential treatment of such information by the third Party to which it is disclosed;

    6.4.2. disclosure of information to auditors and/or other professional consultants of the Parties or as part of normal reporting or review procedure to its parent company, members or partners thereof, as the case may be, provided that the Party disclosing the information will endeavor to ensure that its auditors, professional consultants, parent company members and partners also treat such information as confidential;

6.4.3. disclosure of information for the purpose of enforcing its rights hereunder;

6.4.4. in case of this Contract termination for whatever reason, the Party receiving notification about termination shall return to the disclosing party or, at the discretion of the disclosing Party, destroy all copies of confidential information obtained from the other Party. The provisions of this paragraph 6 shall survive the termination or expiry of this Contract, regardless of the reason for the above termination or expiry.

7. Termination of the Contract

7.1. Either Party is entitled, at its discretion and without prejudice to its own rights and other Party's rights, to suspend or to terminate this contract, giving a written notice with immediate effect to other Party, should any of conditions below be met:

7.1.1. the other Party committed material breach of its respective obligations including delay in payment of any invoices, and failed to cure the said breach during **5 (five) days** after receiving the written notice thereof;

7.1.2. license of either Party for controlling or using any System of the Party which has effect on fulfillment of obligations hereunder, is annulled or terminated for any reason (not renewed in time);

7.1.3. the other Party makes an agreement or composition with its creditors; submits an application to the relevant judicial authority about protection against creditors; bankruptcy order is issued to the other Party, or the other Party makes a decision on liquidation; the relevant judicial authority issues the order on the other Party's liquidation or dissolution.

7.2. Either Party can terminate this contract for any reason whatsoever not mentioned in paragraph 7.1., by providing to the other Party a written notice on its unwillingness to renew the contract at least **30 (thirty) days** before the scheduled date of the contract termination.

7.3. Either Party can terminate this contract upon occurrence of events mentioned in paragraph 9 hereof.

7.4. Termination or cancellation of this Contract has no effect on the Parties' rights acquired as at the date of such termination or cancellation, or on any continued obligations to be fulfilled, including, but not limited to, indemnification, confidentially and payment obligations, in spite of termination or cancellation of this contract for any reason.

8. Limitation of Liability

8.1. Under no circumstances, any Party shall be liable for indirect, incidental, special or consequential losses or damages whatsoever sustained by other Party, its employees or agents, which may arise in connection with this contract (including, but not limited to, loss of goodwill, business, or profit).

8.2. Provisions of this paragraph shall remain valid in spite of termination or cancellation of this contract for any reason whatsoever.

9. Force majeure

9.1. In spite of any other provisions of this contract, neither Party shall be responsible for inability to fulfill any of its obligations (except payment obligations), should this inability occur or result from the circumstances beyond reasonable control of the Party concerned, including, but not limited to, inability or delay caused by events listed herein under: acts of God, fires, floods, rebellions, conflicts of any kind in the industrial domain (excluding conflicts in which workers of the Party or associated company of that Party are involved; within the limits of this paragraph, associated company is understood as the branch, subsidiary, or controlled entity), lightnings, explosions, civil commotion, damage caused with evil intent, storms, rough weather, acts or omissions of other communication operators, acts of governments or other regulatory authorities, acts or omissions of natural or legal persons for which the Party bears no responsibility, and any other circumstances beyond reasonable control of the relevant Party (hereinafter referred to as «**Force majeure**»).

9.2. The Party affected by force majeure circumstances shall notify the other Party in due time of supposed extent and duration of such inability to fulfill its contractual obligations, and in case if this contract cannot be fulfilled in accord with its terms within **30 (thirty) days** because of Force majeure, the Party shall have the right to official notification of other Party as to termination of the contract, without any obligations towards that Party; continued obligations shall survive the termination of this contract pursuant to this clause.

10. Guarantees

10.1. Each Party shall make all reasonable efforts for maintaining quality of its network.

10.2. Quality of Service provided under this contract should be in strict compliance with other general standards of operators' domain, the government regulations and sound business practice. No other guarantees can be given by any of the Parties to other Party or any other persons / organizations, as regards services provided, including, but not limited to, any guarantee of workability, status or applicability for specific purpose.

11. Assignment of Rights

11.1. The Company cannot assign, transfer or claim for assignment or transfer of any of its rights or obligations hereunder without obtaining prior written consent of other Party. In spite of the above, either Party can transfer in writing its rights and obligations under the contract to associated company of that Party (within the limits of this paragraph, associated company is understood as the branch, subsidiary, or controlled entity) or to any third Party which acquires its system provided that the above associated company or third Party possesses all the necessary licenses, permits and sanctions to be obtained for the fulfillment of obligations of such company/ party as a legal successor under this contract.

11.2. Any agreement of this kind authorized by the contract shall come into effect only after its signing by both Parties and legal successor of the formal agreement to transfer the rights, according to which the successor should give its consent to observe all the provisions of this contracts related to the Party acting as a successor.

12. Intellectual Property Rights

12.1. Except for cases explicitly stated by the Parties in writing (mutually agreed terms), all trademarks and service marks, inventions, patents, copyrights, registered designs, design rights and any other intellectual property rights should be and remain in ownership of the relevant Party.

13. Notifications

13.1. Any notifications, permits, refusals, or other communications shall be made in writing and delivered by courier, or by registered mail/certified mail (return receipt requested) or sent by fax or e-mail, and they shall be considered received upon actual delivery. All notices shall be sent to the addressed below:

- For **IPXP Europe s.r.o.**:
  - · Address: *Bubenec, Ceskoslovenske armady 371/11, PSC 160 00, Prague 6, Czech Republic*
  - · Telephone: *+420 226 020 300*
  - · Fax: *+420 226 020 301*
  - · E-mail:
    - ◇ Contact person: _____
    - ◇ General support: **support@ipxp.net**
    - ◇ Technical questions: **noc@ipxp.net**
    - ◇ Quality of Service: **qa@ipxp.net**
    - ◇ Notices of proposed directions and changes in rates: **rates@ipxp.net**
    - ◇ Contracts, additional agreements: **contracts@ipxp.net**
    - ◇ Invoices: **invoices@ipxp.net**
    - ◇ Disputes, CDR: **billing@ipxp.net**
    - ◇ Other financial matters: **finance@ipxp.net**
- For the Company _____:
  - · Address: _____

    _____
  - · Telephone: _____

    _____
  - · Fax: _____

    _____

- · E-mail:
  - ◇ Contact person: _____

    _____

  - ◇ General support: _____

    _____

  - ◇ Technical questions: _____

    _____

  - ◇ Quality of Service: _____

    _____

  - ◇ Notices of proposed directions and changes in rates: _____

    _____

  - ◇ Contracts, additional agreements: _____

    _____

  - ◇ Invoices: _____

    _____

  - ◇ Disputes, CDR: _____

    _____

  - ◇ Other financial matters: _____

    _____

  Either Party can change its address, telephone/fax number, e-mail by sending the relevant notice as above.

13.2. Notices delivered by courier, by registered mail / certified mail (return receipt requested) or by e-mail shall be considered delivered at the moment of receiving thereof.

13.3. Notices delivered by fax shall be considered received upon transmission, provided the sender gets the relevant fax transmission report stating that all pages were duly sent to correct fax number.

13.4. In case fax transmission is not effected during usual working day or working hours, fax message shall be considered received on the next working day. In this respect, working days shall be considered any days except Saturdays, Sundays or official holidays; working hours shall be considered the period of time from 10:00 a.m. till 6.00 p.m. during working day, taking into account time zone of the recipient.

14. Applicable Law

14.1. This Contract is drawn up in compliance with and being governed by the legislation of **Czech Republic** in all respects whatsoever.

14.2. The Parties shall unconditionally submit to jurisdiction of the court of the above country as related to any claims or legal proceedings arising within the limits of this contract.

15. Miscellaneous Provisions

15.1. This Contract, with all appendices and supplements thereto, shall be a single agreement achieved between the Parties as regards subject matter thereof, and supersede any other agreements and understandings made by any Party in oral or written form.

16. Banking Details

16.1. ● For **IPXP Europe s.r.o.**:

- · **Beneficiary**: *IPXP Europe s.r.o., Bubenec, Ceskoslovenske armady 371/11, PSC 160 00, Prague 6, Czech Republic*

- · **Beneficiary Bank**: *RAIFFEISENBANK A.S., Na Prikope 19117 19 Prague 1, Czech Republic*

- **Code S.W.I.F.T.**: *RZBCCZPPXXX*
- **IBAN**: *CZ0524000000002212430001*
- **Correspondent Bank**: *THE BANK OF NEW YORK, New York, USA*
- **Code S.W.I.F.T.**: *IRVT US 3N*
- **Correspondent account in USD**: *8900492619*

- **Beneficiary Bank**: *JSC ≪REGIONAL INVESTMENT BANK≫, 2, J. Alunana street, Riga, Latvia*
- **Code S.W.I.F.T.**: *RIBRLV22*
- **IBAN**: *LV58RIBR00028530N0000*
- **Correspondent Bank**: *Raiffeisen Zentralbank, Vienna, Austria*
- **Code S.W.I.F.T.**: *RZBAATWW*
- **Correspondent account in USD**: *70-55.065.965*

- For the Company _____ :
  - **Beneficiary**: _____

    _____

  - **Beneficiary Bank**: _____

    _____

  - **Code S.W.I.F.T.**: _____

    _____

  - **IBAN**: _____

    _____

  - **Correspondent Bank**: _____

    _____

  - **Code S.W.I.F.T.**: _____

    _____

  - **Correspondent account**: _____

    _____

. . . .

Company:	**IPXP Europe s.r.o.**	Company:
Print name:	*Volodymyr Dinkevych*	Print name:
Position:	*Director*	Position:
Signature: _____		Signature: _____
Date: _____		Date: _____

Pricing and Notifications

Supplier is a company that receives traffic. **Client** is a company that sends traffic. Supplier and Client are hereinafter collectively referred to as **Parties**.

A. General issues

A.1. Parties agree that each holds an exclusive right to set rates and that rate formation is independent from and may differ from the market pricing policy.

A.2. Any Party has the right to initiate rate or codes modification by sending a written notification to the other Party (hereinafter referred to as ≪**Rate Notification**≫).

A.3. In case of rate changes for services provided by the Parties as well as changes in the list of services the Parties agree to send relevant notifications to the following e-mails:

- for **IPXP Europe s.r.o.**: **rates@ipxp.net**

- for _____: _____

  _____

B. Notification content

B.1. In case of any route rate changes the Supplier is obliged to clearly indicate the exact alteration of codes in the notification, such as:

- Code;

- Route name;

- Rate per minute;

- Increment (1/1 — 1 second increments, 60/60 — sixty second increments or other) — for each code individually or all codes in total;

- Status (rate increase; rate decrease; elimination from the price list of a code or subcode specified in the previous notifications; introduction of a new code or subcode to the price list; rate without change; blocked code);

- Effective date — for each code individually or all codes included in this notification;

- Status of the previously provided subcodes of this code (if they are subject to changes).

Each code must be written in a separate table cell of an attached file created in Comma Separated Values (CSV), Microsoft Excel (XLS) or OpenDocument Spreadsheet (ODS) format. CSV is preferred one due to limited number of rows (65536) and columns (256) in each sheet of other formats.

B.2. The rate for the specific route should correlates with its appropriate code only. The route name is given for information purposes only.

B.3. The traffic is routed to all the codes and subcodes provided by the Supplier. In this case the traffic is routed to the longest subcode provided by the Supplier for this destination. *For example, if the rate for code 234806 is 0.13 USD, and for code 23480 is 0.09 USD, the call on number 234806121212 will be billed at 0.13 USD. On all other codes beginning with code 23480* — at 0.09 USD.*

B.4. Traffic to longer subcodes beginning with the basic code which are not specified in the price list, will be routed to the basic code. *For example, if the Supplier provided the code 1, but did not prescribe separately the code of Dominican Republic (1809), the call on number 1809121212 will be billed at the rate indicated for the basic code 1.* Such longer codes must be either blocked for traffic reception or specified separately together with an indication of their rates or status ≪**block**≫.

B.5.   If the Supplier provides a new fixed-line country code (hereinafter referred to as — «**PSTN**») (*for example, 380*), it is **obliged** to specify the status of mobile and country-city codes in the same notification, unless their rates are not different (higher or lower) from the PSTN rate. If the rates for mobile codes (*38067, 38050 etc.*) are not indicated separately in the price list, all the traffic there will be billed at the rate of PSTN, because the Supplier's notifications do not specify other cases.

B.6.   If the Supplier provides a code with certain non-operating subcodes it must clearly indicate such subcodes as blocked ones. The Client should block these subcodes on its side and should not route traffic there.

B.7.   Any traffic sent to a destination without a rate indication in the current price list will be subject to a rate of **10 (ten) U.S. dollars/min**.

B.8.   To avoid any misunderstandings and misinterpretatons of the Rate Notification the Supplier is obliged to restate in the Rate Notification all the previously provided codes for the relevant country along with their status indication (increase, decrease, current, etc.). In case the notifying Party does not restate the subcodes' status they shall be charged at the rates quoted in previous rate notifications.

B.9.   Shorter (basic) codes, no matter if their rate is higher or lower than for subcodes, **do not substitute** the action of subcodes which continue to operate unless otherwise stated in a special notice by the Supplier. *For example, if the Supplier sends code 79 at 0.06 USD, and earlier it opened subcode 7903 at 0.04 USD, traffic on number 7903797979 will be billed at 0.04 USD, because there was no notification from the Supplier about deleting of this subcode, rate increase or its integration into a shorter (basic) code.*

B.10. If the Supplier implies that the shorter code substitutes the effect of all longer subcodes provided earier, it **must** specify it clearly in the notification to avoid double meaning:

   ● by providing a full list of subcodes which are subject to deletion and indicating the «**delete**» status;

   ● or by indicating in the notification body that from the moment the notification enters into force all subcodes will be billed at the rate of the basic code (see paragraph B.11.)

In case the status of subcodes is not specified the basic code is downloaded, but the subcodes are not deleted and thus billed on the basis of before indicated rates.

B.11. In case of full replacement of the price list the Supplier must indicate in the **letter body** that current notification will **completely replace** the rates for either all destinations offered before or a certain destination within the country dialing code (*for example, Uzbekistan 998*). Example of such notice:

```
                         Dear Colleagues,

Officially we inform you about the change of rates and codes on
traffic termination from September, 1, 2009.
Please, pay attention that traffic termination will be accepted only
to the pointed in this notification codes and rates for the
destination of Uzbekistan (998).
Previous rates and codes to these destinations should be considered
invalid.
```

Notification about complete replacement of rates for a certain destination without specifying its code is considered invalid according to Paragraph B.2. of the present Appendix.

B.12. If a certain subcode becomes non-operational and is to be removed from the price list, the Supplier can choose between 2 options:

   ● to send a Notice about rate increase for this subcode to the basic code rate;

   ● or to send a Notice about closing of this subcode and its integration into a basic code (and also increase of the rate to the basic code rate).

B.13. If the Supplier sends codes with «**no change**» status, the rates for these codes remain unchanged in the Client's billing system. Therefore, the Supplier takes responsibility to ensure that the rates for these codes correspond with the rates sent earlier.

B.14. The Supplier agrees that the Client **is not** responsible for errors in the Supplier's notifications or billing system. If the Supplier sent incorrect rates and did not send clarification before the new date came into effect, the rates are considered valid and accepted and therefore are not subject to dispute or recount. *For example, if the Supplier sent a rate for code 1 equal to 0.01 USD without specifying prices for subcodes 1809, 1767 (Dominican Republic)*

in the price list, but accepted traffic to these subcodes, he can not demand a rate recount since he did not indicate these subcodes in the price list as separate.

B.15. The Client agrees that the Supplier **is not** responsible for the errors in rates and codes uploading into the Client's billing system.

B.16. In case the error in the Supplier's notification gives the possibility of double interpretaion and misuse, the Client should ask the Supplier for **clarification and additional instructions**.

C. Effective dates

C.1. The Parties agree that rate notifications will come into effect and invoices will be generated in the following time zones:

- from **IPXP Europe s.r.o.**: **GMT+0** (summer time: **GMT+1**)
- from _____: **GMT_____** (summer time: **GMT_____**)

C.2. Increases become effective no earlier than **7 (seven) days** from the moment of notification of the Client.

C.3. Decreases become effective immediately from the moment of notifying the Client.

C.4. Code deleting becomes effective no earlier than **7 (seven) days** from the moment of notification of the Client.

C.5. New codes, if they involve rate increase (*for example, a new code 7954 at the rate 0.580 USD is separated from code 79 Russia mobile at the rate 0.050 USD*), become effective no earlier than **7 days** from the moment of notification of the Client. If new codes do not involve any rate increase, they become effective from the moment of notification of the Client.

C.6. A complete replacement of the price list or rates for a particular destination becomes effective no earlier than **7 (seven) days** from the moment of notification of the Client. A notification, marked as a full price list or rates replacement for a particular destination must have a single effective date.

C.7. If the Supplier notifies the Client about changes due to become effective in **7 (seven) days**, and afterwards is willing to change rates for the same codes within the mentioned period of **7 (seven) days**, the Supplier shall indicate which rate shall be considered valid after the **7 (seven) days** notification period. *For example, the Supplier increased the rate for code 9989 from 0.060 USD to 0.063 USD and the change is due to become effective on April 21. Afterwards he decreased the rate for code 9989 from 0.060 USD to 0.058 USD effective on April 19. In this case the Supplier must indicate which rate will be considered valid after April 21.* If the Supplier fails to provide such information, the lower rate will remain in effect

C.8. In case the Customer agrees to accept the Notice about removing a subcode or increasing its rate or a full price list replacement earlier than in **7 (seven) days**, the Supplier upon the receipt of a written confirmation from the Customer's manager has a right to send a notice with the corresponding changes.

C.9. In cases when rate or code changes should become effective no earlier than **7 (seven) days** from the moment of notification of the Client, the day when the rate notification is sent by the Supplier is considered the first day of the notification period.

C.10. In case all aforesaid terms of effectiveness as well as conditions of Section D of the present Appendix («Confirmation of rate notifications») are observed by the Supplier, the rates are not subject to dispute after the date they come into force.

D. Confirmation of rate notifications

D.1. The Rate Notification receipt must be confirmed by the receiving Party. Otherwise the notifying Party is obliged to continue sending the Rate Notification until such confirmation is received.

D.2. The notifying Party is obliged to ensure that the receiving Party receives and confirms the receipt of the Rate Notification

D.3. If the Client failed to provide confirmation of the Rate Notification receipt before the effective date, codes with increased rates and new codes must be blocked until the Client confirms the receipt.

D.4. In case of rate discrepancies whereas the Supplier did not receive the relevant confirmation from the Client the discrepancy is deemed as occurred on the Supplier fault and is not subject to dispute.

D.5. The codes with a rate decrease come into force regardless of the fact whether the Rate Notification confirmation was received or not.

D.6. In case of confirmation of rate notification by the Client these rates are not subject to dispute after the date they come into force.

E. Technical prefixes and tariff plans

E.1. If Supplier provides different tariff plans which differ by technical prefix (*for example, standard price list with prefix #11 and premium price list with prefix 0647*), Supplier **must** specify the technical prefix in each rate notification. Otherwise the price list will not be accepted for any tariff plan and notification will be considered invalid.

E.2. Notifications where technical prefix is not specified will be accepted as the ≪no prefix≫ tariff plan, unless the use of a certain default prefix is provided by the Supplier in the agreement or technical form.

F. International numbering plan change

F.1. When international dialing codes are changed (*for example, Kazakhstan country-code is changed from 73 to 77*), the Supplier must send a notification indicating the closure of old codes and introduction of new ones. Otherwise no default change will be performed in the Client's billing system.

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Company:	**IPXP Europe s.r.o.**	Company:
Print name:	*Volodymyr Dinkevych*	Print name:
Position:	*Director*	Position:
Signature: _____		Signature: _____
Date: _____		Date: _____