



SHELL VOICE AGREEMENT

OFFSET-AGREEMENT

SHELL VOICE USE 1ST



Date: 2018-06-15
Agreement Number: 49
Agreement Between

SHELL VOICE

(voip department of Shell Business Group Limited)
FLAT/RM A 20/F, KIU FU COMMERCIAL BLDG, 300 LOCKHART ROAD, WAN CHAI, HONG KONG.
香港灣仔駱克道 300 號僑阜商業大廈 20 樓 A 室
Phone +852 58084334 Fax : +852 25211618
Registration # 65004154-000-07-12-1

&

Company Name

Address Line 1, Address Line 2, Address Line 3 , District / Province, State, Hong Kong

Phone +8801678034323
Registration #

Further called as “COMPANY”

Agreement type: Offset (Shell Voice Use Routes 1st)

Agreement Details

1. Scope of Service

- 1.1 Company & Shell Voice agrees to provide the international public switched telephone services, which include voice and/or facsimile traffic each other.
- 1.2 Although there is no commitment on minute quantity between the Parties, the Parties shall try as far as practical to fully utilize the capacity of circuits in stalled.
- 1.3 The Parties may from time to time agree with the provision of additional services under this agreement.
- 1.4 The Parties agree to settle the invoice in **United States Dollars**.
- 1.5 Both Parties agree to use SIP/H.323 signaling for **VOIP** interconnection purpose.
- 1.6 Both Parties shall try as far as practical to install, test and commission the telecommunication services between each other.
- 1.7 The services may be amended from time to time subject to mutual agreement by both Parties in writing.
- 1.8 The Parties acknowledge that the settlement rates may be revised by Company from time to time. Rate increase to be notified by giving not less than seven (7) Calendar Days' prior written notice to Shell Voice, rate reductions are effective immediately by email only.
- 1.9 Notwithstanding anything contained herein, given the international nature of the communications industry, where either Party does not have or no longer has the underlying

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rights under the laws of the applicable jurisdictions to provide the service set out in this Clause 1 or part thereof, then such Party shall have the discretion to procure the service or such part thereof from third parties duly empowered under the laws of the applicable jurisdictions. The performance of the obligations of either Party under this Agreement is subject to availability and applicable laws.

1.10 For the avoidance of doubt, either Party may, pursuant to Clause 1.9, procure third parties to perform any of its obligations under this Agreement.

1.11 Unless otherwise agreed by the Parties, the Parties shall not be obliged by this agreement to commit minute of traffic monthly.

2. Facilities

2.1 Each Party shall provide, at its own cost and expense, the telecommunications facilities located within its operating area necessary to provide the Services.

2.2 Each Party shall provide, at its own cost and expense, respective one-half of the international circuits for the implementation of the Services unless otherwise agreed in writing between the Parties. The number of international circuit available shall be based on the traffic volume of the Parties and be reviewed from time to time to ensure the provision of Services.

2.3 Each Party shall advise the other as soon as practicably possible of any facility failure in its area of operation that is expected to cause protracted interruption of Services.

2.4 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 mutually agreed in writing by both Parties.

3. Billing

3.1 Calls shall be billed in one (1) second increments with a one (1) second, except some countries like Mexico, Gambia etc... Details must be mention in Rate Notification.

4. Charges and Payment

4.1 All payments due to SHELL VOICE, by CUSTOMER shall be made in the currency of the United States of America, ('USD'). Payments due to SHELL VOICE shall either be made by means of electronic transfer of funds or any other mode acceptable to SHELL VOICE.

- a. Payment term 7 NET 3 post pay.
- b. Payers bear all payment wire or transfer fees.
- c. Amount less US \$3000 do not paid. If any side needs payment in amount less than \$3000 than receiving party pay all bank charges.

Initial Credit Limit Company Provides to Shell Voice is (\$3000) USD.
Credit limit can be increased or decreased with Company own decision.

Shell Voice will keep the undisputed and Pre-pay amounts in Carrier's customer account for traffic exchange irrespective of minimum amount.

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- 4.2 Both Parties agree to send and receive payment to the following account; any changes for the bank information should have a written notice.

SHELL VOICE		Company Name
BANK	HSBC, HONG KONG	Bank Name
ADDRESS	1 QUEEN'S ROAD CENTRAL, HK.	Hong Kong
		Bank City
ACCOUNT NAME	SHELL BUSINESS GROUP LIMITED	Beneficiary Name
ACCOUNT #	098 536477 838	65454487484
CURRENCY	USD	USD
SWIFT	HSBCHKHCHKH	ASDFE56
PAYPAL	paypal@shellvoice.com	paypal@gmail.com
Payment Advise E-Mail	finance@shellvoice.com	paypal@gmail.com

*If there is an intermediary bank, please fill the following information.

Intermediate Bank Name	Intermediate Bank Name
Account Number	45151118941981
SWIFT Code	ADWSCW

5. Dispute

- 5.1 In the event that Shell Voice disputes any invoiced amount, it shall notify Company within thirty (30) calendar days from the date of such disputed invoice, written documentation identifying the number of excessive minutes delivered which it disputes ("Disputed Amount") together with the supporting evidence including but not limited to the full call detail report (CDR), or rate sheet/confirmation. The Parties shall investigate into the matter of such disputed invoice and endeavor to resolve any dispute relating to the disputed amount within thirty (30) calendar days ("Dispute Due Date") after the date on which such dispute is notified.
- 5.2 The Parties shall endeavor to resolve any dispute relating to the Disputed Amount on or before the Dispute Due Date and any amount payable on the resolution of a dispute relating to the Disputed Amount shall be paid within fifteen (15) Calendar Days after such resolution. Upon the Parties' failure to resolve any dispute relating to the Disputed Amount on or before the Dispute Due Date, such dispute shall be paid in full amount.

6. Term

- 6.1 This Agreement shall be deemed to come into force on the date first above written ("Effective Date") and expire one (1) year after the Effective Date, unless earlier terminated as provided herein ("Initial Term"). This Agreement will be automatically renewed on a month-to-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 notice to cancel at least thirty (30) Calendar Days prior to the expiration of the Initial Term or then current term.

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7. Non Exclusivity

7.1 Unless expressly specified in this Agreement, no exclusivity is granted by either Party to the other under this Agreement. Either Party shall be at liberty to enter into agreements or arrangements with third parties relating to the provision of services which are the same as or similar to the Services provided under this Agreement.

8 Notices. Any notice must send 48 hours before to the other partner through electronic mail with bellow details.

SHELL VOICE	Company Name
Technical Attn: Duty NOC E Mail: noc@shellvoice.com	Technical Attn: E Mail: noc@gmail.com
Rates Attn: Rates Department E Mail: rates@shellvoice.com	Rates Attn: E Mail: rates@gmail.com
Finance Attn: Srinivas CH E Mail: finance@shellvoice.com	Finance Attn: E Mail: billing@gmail.com
Disputes Attn: Paul E Mail: disputes@shellvoice.com	Disputes Attn: E Mail: dispute@gmail.com

9. Governing Laws and Jurisdiction

9.1 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.

SHELL VOICE



(Authorized signature)
Name: Jaya Kalyan K Talasila
Title: President & CEO

Company Name

Accepted By: Authorized Person Name
Position: Authorized Person Position
E Mail: company@gmail.com

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