

TELIA CARRIER MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement"), is entered into by and between Telia Carrier AB, reg. no 556583-2226, a company duly organized under the laws of Sweden and with registered address 169 94 Solna, Sweden, ("Telia Carrier") and the Customer (being the corporate entity whose details have been entered as part of the signing up process).

Whereas, the Parties are authorised to provide international telecommunications and the Customer wishes to procure termination of international voice traffic from Telia Carrier as more particularly defined by the terms of this Agreement;

Whereas, the services will be ordered, provided and handled through an online trading platform as set out in this Agreement;

Now, therefore, by clicking "I Agree", the Customer agrees to be bound by this Agreement, which covers the Membership of the Trading Floor, the set up and testing of the virtual interconnection link to Telia Carrier, buying Routes on the Trading Floor, use of the pre-payment Trust arrangements and the fulfilment of Routes.

1. DEFINITIONS

1.1. In this Agreement the following terms shall have the following meanings:

"advertiser" shall mean Telia Carrier who places an advertisement for a Route on the Trading Floor.

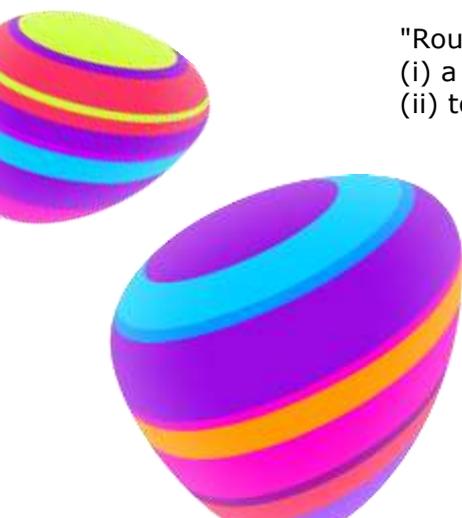
"buyer" shall mean a Member who buys a Route on the Trading Floor, including the Customer when the Customer buys a Route.

"Member" shall mean a member of the Trading Floor, and "Membership" shall be interpreted accordingly.

"Minimum Deposit" shall mean the minimum amount the Customer must send to the Trust Agent for Telia Carrier to route the Customer's traffic.

"Platform Manager" shall mean the third party which operates and maintains the Trading Floor for and on behalf of Telia Carrier from time to time.

"Route" shall mean the routing of:
(i) a specified number of voice minutes;
(ii) to specified dial strings;



- (iii) at a specified time of day, e.g. peak(n.b. all times of day will be quoted in Greenwich Mean Time);
- (iv) at a specified price;
- (v) within a specified period (e.g. 1-30 September) and as otherwise described in a relevant Route advertisement on the Trading Floor (e.g. ASR %, PDD, etc.).

"seller" shall mean Telia Carrier who sells a Route on the Trading nFloor.

"Trading Floor" shall mean the online trading community available on <https://access.teliacarrier.com>.

2. MEMBERSHIP OF THE TRADING FLOOR

2.1. As a continuing condition of the Customer's Membership of the Trading Floor and the Customer's activities undertaken pursuant to that Membership the Customer guarantees that it:

- (a) is a corporate entity;
- (b) is domiciled for tax purposes in the jurisdiction stated in the sign-up process;
- (c) is, if domiciled in the European Economic Area, validly registered for VAT(or its equivalent) and have provided full details of the Customer's VAT, or equivalent, registration to Telia Carrier;
- (d) it will not use the Trading Floor Membership for any unlawful or fraudulent purposes or to receive or send messages which are offensive, indecent, obscene, menacing, defamatory, or which infringe any intellectual property right (including, without limitation, trade marks, copyright, or rights relating to domain names), nor allow others to do so;
- (e) will comply with Telia Carrier's acceptable use policy and privacy policy available on Telia Carrier's web-site from time to time;
- (f) will not knowingly or recklessly send any message or virus which causes or is likely to cause harm, in any degree, to Telia Carrier or any other Member of the Trading Floor;
- (g) will comply with all applicable legal and regulatory requirements, including (without limitation) telecommunications, electronic communications, data protection and anti-money laundering laws, regulations and guidelines;
- (h) will keep confidential and not disclose any information relating to the Trading Floor;
- (i) will comply with any reasonable instructions Telia Carrier gives relating to the Customer's use of the Trading Floor;



(j) will comply with all reasonable instructions Telia Carrier may give which are required to achieve the same effect as these English law terms and conditions in any country other than England; and

(k) will indemnify Telia Carrier against all third party claims and any losses, liabilities, costs (including legal costs) and expenses which it may incur as a result of the Customer's (or the Customer's customers) use or misuse of the Trading Floor or breach of this Agreement always provided that:

(i) Telia Carrier promptly notifies the Customer of such claim;

(ii) The Customer has conduct of such claim;

(iii) Telia Carrier gives the Customer (at the Customer's expense) reasonable assistance in defending such claim; and

(iv) this indemnity shall not apply to the extent that any claim or part of a claim directly results from Telia Carrier's acts or omissions.

2.2. Based on the information the Customer has supplied, Telia Carrier will vet the Customer to ensure that the Customer is fit (in Telia Carrier's sole discretion) to become a Member. Telia Carrier's vetting process may include passing information about the Customer to third parties or making independent inquiries about the Customer with third parties for identity verification, credit-checking or other vetting. As part of this process, Telia Carrier may ask the Customer for additional information, and the Customer agrees to supply such information to Telia Carrier. Telia Carrier may reject any applications for Membership at Telia Carrier's sole discretion.

2.3. Telia Carrier may suspend or terminate the Customer's Membership at any time without notice if the Customer is in breach of this Agreement. Where possible, Telia Carrier will notify the Customer of any breaches so that the Customer can remedy them and Telia Carrier will try to give the Customer as much notice as possible of any suspension or termination.

3. SETUP AND TESTING

3.1. Telia Carrier will contact the Customer to arrange for set-up and testing of a virtual interconnect link between the Customer's electronic communications network and Telia Carrier's electronic communications network as soon as reasonably practical after the Customer applies to join the Trading Floor.

3.2. The Customer will work with Telia Carrier and provide sufficient resources to carry out interconnection set-up and testing. Set-up and testing will be carried out in accordance with Telia Carrier's then current operations and maintenance manual. The Customer will be responsible for all the Customer's own costs.

3.3. Testing must be complete to the satisfaction of both the Customer and Telia Carrier before the Customer may join the Trading Floor in order to buy Routes.

3.4. Provided that the Customer has passed Telia Carrier's vetting procedure, the Customer has confirmed to Telia Carrier that the Customer is satisfied with testing, and Telia Carrier is satisfied with testing, Telia Carrier will activate the Customer's online Member profile on the Trading Floor to enable the Customer



to buy (subject to prepayment as described below in section 5) Routes as described below.

4. BUYING ROUTES

- 4.1. Once the Customer's profile has been activated, Telia Carrier may advertise Routes to the Customer on the Trading Floor.
- 4.2. Once a Route advertisement has been placed on the Trading Floor, a conditional contract to purchase that Route may be formed by the Customer by buying such Route on the Trading Floor (a "Conditional Route Contract"). Each Conditional Route Contract is subject to the relevant Route advertisement, this Agreement and the condition that the Customer validates the purchase by placing cleared funds of no less than the Minimum Deposit in Trust by way of prepayment for the Route as described below in section 5.
- 4.3. As soon as a Conditional Route Contract has been validated by pre-payment of cleared funds of no less than the Minimum Deposit in trust (by reference to Telia Carrier's systems) an unconditional contract between Telia Carrier and the Customer for:
 - (a) the sale by Telia Carrier, as the advertiser (or seller), to the Customer, as the buyer; and
 - (b) the purchase by the Customer, as the buyer, from Telia Carrier, as the advertiser (or seller); of the Route is formed on the terms of this Agreement ("Validated Route Contract").
- 4.4. The Route advertisement will be removed as soon as a Conditional Route Contract is formed. However, if a Validated Route Contract has not been formed within 5 business days of the creation of the Conditional Route Contract, that Conditional Route Contract shall lapse and shall not be capable of being validated by prepayment or otherwise and the Route advertisement shall be reactivated on the Trading Floor.



- 4.5. As soon as a Validated Route Contract has been concluded, the Customer may send minutes for the Route over their interconnect link with Telia Carrier. Telia Carrier will then route those minutes for onward routing in accordance with the Route advertisement whilst the relevant Trust Account has sufficient cleared fund to pay for the traffic including commission. If at any time there are insufficient cleared funds within any Trust Account for a particular Route Telia Carrier will cease routing minutes from the buyer on such Route.

5. MAKING PREPAYMENTS INTO TRUST

- 5.1. If the Customer wishes to buy a Route on the Trading Floor it may do so by following the on-screen instructions, which will form a Conditional Route Contract.
- 5.2. By forming a Conditional Route Contract the Customer confirms that:
- (a) it is lawful for the Customer to buy such Route;
 - (b) The Customer is able to place cleared funds of no less than the relevant Minimum Deposit into trust by way of part pre-payment for such Route within 24 hours of forming the Conditional Route Contract; and
 - (c) The Customer will be in a financial position to pre-pay for the entire Route.
- 5.3. As soon as reasonably practical (and in any event no later than 24 hours of forming the Conditional Route Contract) the Customer will make a pre-payment for the Route by way of bank transfer to Lloyds TSB using the reference generated by the Trading Floor when the Conditional Route Contract is formed. As the pre-payment the Customer has made is used, the Customer will make further pre-payments until the Customer has paid for the Route.
- 5.4. All payments made pursuant to section 5.3 will be held by Lloyds TSB Bank plc ("Trust Agent") in a designated Trust account ("Trust Account"). Telia Carrier will instruct the Trust Agent to create a separate Trust Account for each Conditional Route Contract.

6. PAYMENTS FROM TRUST

- 6.1. On a weekly basis the Trust Agent will pay Telia Carrier from the relevant Trust Account an amount equal to the number of minutes sent by the Customer and routed via Telia Carrier multiplied by the pence/cents per minute rate in the Route advertisement. All locations will be charged on a per second basis (1/1 billing) with the exception of the following locations (all breakouts), which will all be charged on the basis of a sixty (60) second minimum with sixty (60) sec increments (60/60 billing): Mexico, Tonga, Vanuatu, Samoa, Papua New Guinea, Suriname, Kiribati, Haiti, Nauru, Niue, New Caledonia, Cook Islands, Tokelau, Solomon Islands & American Samoa.

If any dispute arises between the Customer and Telia Carrier, the Customer agrees that such dispute shall be resolved by the Platform Manager acting as an expert and not as an arbitrator. Telia Carrier shall resolve a dispute solely by reference to Telia Carrier's records and Telia Carrier's



decision, except in the event of manifest error, shall be final and binding. All disputes shall be notified to Telia Carrier within seven days of the initial flow of traffic to which the dispute relates.

7. CHARGES

- 7.1. If Telia Carrier agrees charges or commission with the Customer then those will be valid for the period agreed. After that period those charges and commission shall continue to apply until Telia Carrier notifies the Customer otherwise. If Telia Carrier has not agreed on charges or commission with the Customer, Telia Carrier will notify the Customer of the charges or commission that apply from time to time.
- 7.2. Unless otherwise stated all charges and commission shall be exclusive of value added or other applicable tax which shall be added to the Customer's invoices.
- 7.3. Telia Carrier will invoice the Customer electronically.
- 7.4. The Trust Agent may be instructed to pay Telia Carrier any commission and charges due from the relevant Trust Account.
- 7.5. The Customer:
 - (a) is responsible for payment whether or not the use of the services has been authorised by the Customer; and
 - (b) shall have no right to offset, deduct or withhold payment for any reason.
- 7.6. Telia Carrier may set off any sums owed by Telia Carrier to the Customer against any sums owed by the Customer to Telia Carrier.

8. LIMITATIONS OF LIABILITY

- 8.1. Nothing in this Agreement shall restrict or exclude the Customer's or Telia Carrier's liability to the other for fraud or for death or personal injury caused to the first party's employees by the other party's, or its employees' negligence.
- 8.2. Subject to section 8.1, neither Party will be liable to the other Party or to any third party for any economic loss, any direct or indirect loss of profits, loss of anticipated savings, loss of business, loss of contracts, loss of revenue, loss of time, loss of goodwill, loss of reputation or loss or harm of data whether in contract, tort or otherwise (including negligence and breach of statutory duty).
- 8.3. Subject to sections 8.1 and 8.2, each Party's total aggregate liability to the other in respect of all causes of action arising in each calendar year in contract, tort or otherwise (including liability for negligence or breach of statutory duty) in connection with the supply or non-supply of the services and this Agreement shall be limited to damages equal to 100% of the charges and commission payable by the Customer to Telia Carrier in such calendar year. If it is not possible to ascertain the level of the charges and commission payable by the



Customer to Telia Carrier in any calendar month then this amount shall be deemed to be £5,000 in such calendar month.

- 8.4. Telia Carrier shall not be liable to the Customer for any event beyond Telia Carrier's reasonable control, including but not limited to default or failure of a third party not within Telia Carrier's control (including another telecommunications operator, equipment supplier, installer or maintainer), government action or failure in the supply of a third party network or other event of force majeure.
- 8.5. Except as expressly set out in this agreement all representations, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of this Agreement are expressly excluded.
- 8.6. This Agreement is the whole agreement for the services. The Parties each agree that they did not rely on any statement made by the other Party before the date of this agreement and hereby waive any remedy which, but for this section 8.6, might otherwise be available in respect of any untrue statement (whether made innocently or negligently but not fraudulently) before the date of this Agreement.
- 8.7. Each part of this Agreement that excludes or limits liability operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply.
- 8.8. Nothing in this Agreement shall create any liability for the Trust Agent and the Customer hereby waives any claim that the Customer might otherwise have against it

9. TERMINATION

- 9.1. This Agreement shall start on the date that the Customer accepts it and shall be effective for an initial period of one year, and shall automatically be renewed each time a new Conditional Route Contract is entered into for further periods of one year. Either party may terminate this Agreement on 30 days notice to expire on the business day before the anniversary of the last renewal.
- 9.2. In addition to Telia Carrier's other rights, Telia Carrier may at any time without informing the Customer terminate this Agreement and/or suspend the provision of any service, if:
 - (a) The Customer materially breach this Agreement or any other agreement the Customer has with Telia Carrier (which shall include late or non-payment of any of Telia Carrier's charges or commission);
 - (b) bankruptcy or insolvency proceedings are brought against the Customer (or the Customer's parent company), a receiver is appointed over any of the Customer's (or the Customer's parent company's) assets or the Customer (or the Customer's parent company) go into liquidation (or any similar event in the Customer's country of incorporation takes place); or
 - (c) Telia Carrier is obliged to by a decision or direction of any governmental body or regulatory authority.



9.3. If this Agreement is terminated or the services are suspended, all charges and commission incurred by the Customer for the use of the services (whether invoiced or not) shall be due and payable in full on demand and the Customer shall have no right to withhold, deduct or set off any such amounts.

10. GENERAL

- 10.1. Any waiver, concession or extra time Telia Carrier may allow the Customer is limited to the specific circumstances in which it is given. It does not affect any rights under this Agreement in any other way.
- 10.2. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties. However, Telia Carrier may amend this Agreement, with immediate effect, in order to comply with any law or a ruling or decision of any regulatory body.
- 10.3. The Customer may not transfer this agreement or any part of it to any third party.
- 10.4. Subject to, and in accordance with, relevant data protection legislation the Customer consents to Telia Carrier collecting data about the Customer's use of the services and to provide this data to Telia Carrier's affiliates for the purposes of marketing Telia Carrier's services or for any purpose connected with the performance of this Agreement. Telia Carrier will provide the Customer, at the Customer's request, with details of all such information held about the Customer and will modify any information held that the Customer notifies Telia Carrier is incorrect. Telia Carrier agrees not to use the Customer's name and/or logo for marketing purposes without the Customer's prior written consent.
- 10.5. The Customer agrees and acknowledges that Telia Carrier may pass information about the Customer to the Trust Agent and the Platform Manager for the purposes of performing this Agreement.
- 10.6. The Customer agrees that during this Agreement, and for six months after its termination, the Customer will not solicit or endeavour to entice away from Telia Carrier or Telia Carrier's sub-contractors any of Telia Carrier's or their respective employees.
- 10.7. The Customer certifies that the person agreeing to these terms on the Customer's behalf is authorized to do so.

