

Aladag sok No 3 Kucukkaymakli Lefkosa - Turkish Republic of Northern Cyprus / TURKEY - Tel: +90 312 473 2788- Fax: +90 3124724430 www.ariatelekom.com

This Reciprocal Carrier Service Agreement ("Agreement") is entered into on _____, 2016("Effective Date"), between ARIAFONE TELEKOM LTD., ("Aria Telekom") with its principle office located at 1238.Str. Yildirim Grp. B-Block No:7/6 Yukari Ovecler mah. Cankaya Ankara / TURKEY, _____("CUSTOMER") with its principal offices located at _____, (collectively the "Parties" or individually a "Party").

Background

WHEREAS, Aria Telekom desires to provide and CUSTOMER agrees to purchase telecommunications services between Aria Telekom' location(s) and the outbound termination points identified on Appendix A attached hereto and incorporated herein by reference; and

WHEREAS, CUSTOMER desires to provide and Aria Telekom desires to purchase telecommunications services between CUSTOMER location(s) and the outbound termination points identified on Appendix B attached hereto and incorporated herein by reference; and

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

Agreement

NOW, THEREFORE, intending to be legally bound, 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. The services provided in accordance with Appendix A and B shall be collectively referred to as the "Services." Parties acknowledge that the rates contained in such appendices are preferential, based on prompt payment on or before the Due Date.
- 1.2 Either Party may revise its rates 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 revised schedule is provided to the other Party. Revisions shall be communicated in writing via fax or e-mail using a rate modification notice ("Rate Modification Notice").
- 1.3 In the event that CUSTOMER's rates are subject to an agreement that CUSTOMER sends traffic to various geographic areas in accordance with a pre-arranged percentage distribution, and CUSTOMER deviates from such distribution, Aria Telekom may, in its sole discretion, within one business day, conform rates to the affected areas to Aria Telekom' regular rates or suspend Service.
- 1.4 In the event that Aria Telekom's rates are subject to an agreement that Aria Telekom sends traffic to various geographic areas in accordance with a pre-arranged percentage distribution, and Aria Telekom deviates from such distribution, CUSTOMER may, in its sole discretion, within one business day, conform rates to the affected areas to CUSTOMER' regular rates or suspend Service.

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 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 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 CUSTOMER's invoice are not paid in full by the due date, Aria Telekom shall have the right to suspend all or any portion of the Services after giving CUSTOMER twenty-four (24) hours prior written notice ("Suspension Notice") until such time as invoice has been paid in full.
- 2.3 In the event charges due pursuant to Aria Telekom's invoice are not paid in full by the due date, CUSTOMER shall have the right to suspend all or any portion of the Services after giving Aria Telekom twenty-four (24) hours prior written notice ("Suspension Notice") until such time as invoice has been paid in full.
- 2.4 Termination. Each Party may terminate this Agreement: (a) if the other Party fails to fulfill any of its material obligations under this Agreement; (b) if the other Party is in breach of Section 7 (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 a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like is filed by the other Party. Termination due to default under Section 2.3 shall be effective thirty (30) days after written notice to the defaulting Party if the default has not been cured within such thirty (30) day period. Notwithstanding the foregoing, termination due to default under Section 2.3(c) and 2.3(d) shall be effective immediately.
- 2.5 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 **seven(7)** days basis, covering charges for the previous seven(7) days. Payment must be made within **seven(7)** days from the date of the invoice (the "Due Date"). Payment shall be made to ARIAFONE TELEKOM LTD. in U.S. dollars, via wire transfer to *HSBC BANK, SWIFT HSBCTRIXXXX for credit of ARIAFONE TELEKOM LTD to the account of (IBAN) TR48 0012 3009 8610 0251 8777 01*. Payment shall be made to CUSTOMER, in U.S. dollars, via wire transfer to _____ BANK Routing # _____, SWIFT _____ for credit of _____ to the account of _____. All payments shall be made in U.S. dollars. Credit Limit is set as **2,000.00/- USD (Two Thousand United States Dollars)** and will increase/decrease upon payment performance.
- 3.2 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.
- 3.3 If payment is not received by either Party by the Due Date, a late fee of 3 shall be assessed on Parties delinquent balance of undisputed usage not paid by the Due Date.
- 3.4 CUSTOMER's execution of this Agreement signifies CUSTOMER's acceptance of Aria Telekom's initial and continuing credit approval procedures and policies. Aria Telekom reserves the right to withhold initiation or full implementation of any or all Services under this Agreement pending Aria Telekom's initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by Aria Telekom, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. Aria Telekom reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by CUSTOMER for payments due hereunder in light of CUSTOMER's actual usage when compared to projected usage levels upon which any security or assurance requirement was based.
- 3.5 If at any time there is a material adverse change in CUSTOMER's creditworthiness, then in addition to any other remedies available to Aria Telekom, Aria Telekom may elect, in its sole discretion, to exercise one or more of the following remedies: (i) cause start of the Services to be withheld; (ii) cease providing Services pursuant to a Suspension Notice in accordance with Section 2.2; (iii) decline to accept requests from CUSTOMER to provide Services which Aria Telekom may otherwise be obligated to accept; and/or (iv) condition its provision of Services on CUSTOMER's assurance of payment which shall be a deposit or such other means to establish reasonable assurance of payment. An adverse material change in CUSTOMER's creditworthiness shall include, but not be limited to: (a) CUSTOMER's material default of its obligations to Aria Telekom under this or any other agreement with Aria Telekom; (b) failure of CUSTOMER to make full payment of all undisputed charges due hereunder on

or before the Due Date three (3) or more occasions during any period of twelve (12) or fewer months or CUSTOMER's failure to make such payment on or before the Due Date in any two (2) consecutive months; (c) acquisition of CUSTOMER (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to Aria Telekom or any entity affiliated with Aria Telekom or which is a materially greater credit risk than CUSTOMER; or, (d) CUSTOMERs being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of CUSTOMER.

3.6 Each Party shall be solely responsible for billing and collection from its own CUSTOMERs. No payments due hereunder are contingent on payment due to either party from its own CUSTOMER's. 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 Disputes The Parties shall promptly investigate any disputed charges and any other amount payable under this Agreement in the event of a dispute. If the disputed amount is less than one (1) percent of the total (excluding taxes) of the relevant invoice, the total amount invoiced shall be due and payable on or before the due date. If the amount in dispute is greater than one (1) percent of the total (excluding taxes) of the relevant invoice, the disputed amount may be withheld until the dispute is resolved. Any request for a billing adjustment must be made in good faith and in writing within fifteen (15) days of the invoice date. Invoices shall be deemed accepted where written objections are not lodged within such fifteen (15) day period. Notification of any contested or disputed amount must be in writing and delivered in accordance with Section 22. Written notification must be accompanied with a detailed written support, for any service interruption credit or other credit to which the Party requesting the billing adjustment believes itself entitled, and both Parties will promptly address and attempt to resolve the claim. In the event the Parties are unable to resolve the dispute amicably, it shall be resolved by arbitration in accordance with Section 20.

3.8 The charges specified in this Agreement are exclusive of value added tax ("VAT"), or any other applicable tax, which, if due and owing, shall be pre-communicated and added to the invoice and charged to and paid by the CUSTOMER at the then prevailing rate. Any applicable sales tax exemptions must be certified in writing to Aria Telekom and supported by appropriate documentation. Neither Party shall be liable for any taxes based on the other Party's net income.

3.9 Aria Telekom's execution of this Agreement signifies Aria Telekom's acceptance of CUSTOMER's initial and continuing credit approval procedures and policies. CUSTOMER reserves the right to withhold initiation or full implementation of any or all Services under this Agreement pending CUSTOMER' initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by CUSTOMER, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. Customer reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by Customer for payments due hereunder in light of Customer's actual usage when compared to projected usage levels upon which any security or assurance requirement was based.

3.10 If at any time there is a material adverse change in Aria Telekom's creditworthiness, then in addition to any other remedies available to CUSTOMER, CUSTOMER may elect, in its sole discretion, to exercise one or more of the following remedies: (i) cause start of the Services to be withheld; (ii) cease providing Services pursuant to a Suspension Notice in accordance with Section 2.2; (iii) decline to accept requests from Aria Telekom to provide Services which CUSTOMER may otherwise be obligated to accept; and/or (iv) condition its provision of Services on Aria Telekom's assurance of payment which shall be a deposit or such other means to establish reasonable assurance of payment. An adverse material change in Aria Telekom's creditworthiness shall include, but not be limited to: (a) Aria Telekom's material default of its obligations to CUSTOMER under this or any other agreement with CUSTOMER; (b) failure of Aria Telekom to make full payment of all undisputed charges due hereunder on or before the Due Date three (3) or more occasions during any period of twelve (12) or fewer months or Aria Telekom's failure to make such payment on or before the Due Date in any two (2) consecutive months; (c) acquisition of Aria Telekom (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to CUSTOMER or any entity affiliated with CUSTOMER or which is a materially greater credit risk than Aria Telekom; or, (d) Aria Telekom's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Aria Telekom.

3.11 The charges specified in this Agreement are exclusive of value added tax ("VAT"), or any other applicable tax, which, if due and owing, shall be pre-communicated and added to the invoice and charged to and paid by the Aria Telekom at the then prevailing rate. Any applicable sales tax exemptions must be certified in writing to CUSTOMER's and supported by appropriate documentation. Neither Party shall be liable for any taxes based on the other Party's net income.

- 3.12 When a payment is made by a party pursuant to this agreement, all fees and expenses for making payments from debtors financial institution (the "sending bank charges") shall be debtors responsibility, and all fees and surcharges deducted by the creditors financial institution for receiving payments (the "receiving bank charges") shall be creditors responsibility.
- 3.13 All payments will be made in US Dolars and to the written bank accounts. Where payment is made by way of telegraphic transfer or wire transfer, both the Parties are responsible for their own local bank charges. Each Party shall bear the bank charges deducted by their respective local banks. Any intermediary bank charges shall be shared equally. Both Parties shall make payment according to the terms of the agreement. However if the amount payable by the Debtor Party to the Creditor Party is less than US\$ Twothousand (2,000/=), both Parties shall accumulate the invoices and payment shall be made after the accumulated amount payable exceeds US\$ Twothousand (2,000/=). If the Creditor Party wishes to receive the remittance for an amount of less than US\$ Twothousand (2,000/=) it shall bear the intermediary bank charges in totality. But neither Party may withhold payment pursuant to this provision for more than three consecutive billing cycles at a time, so that the invoice immediately following three consecutive invoice for which payment was withheld pursuant to this provision must be paid by its due date regardless of its aggregate amount due, in which case 50% of the total intermediary bank charges for the payment shall be borne by each Party.

4. Invoices

- 4.1 Invoices should detail number of completed calls, chargeable minutes, rate per minute and total cost for each individual route and provide a subtotal of these figures by country.
- 4.2 For calls terminated by Aria Telekom, individual call detail records shall be made available via secure online access or provided along with the invoice. Call detail records shall contain the aggregate usage charge payable broken down by termination location.
- 4.3 For calls terminated by CUSTOMER, individual call details shall be made available via secure online access or provided along with the invoice. Call detail records shall contain the aggregate usage charge payable broken down by termination location.

5. Regulations

This Agreement is made expressly subject to all present and future valid orders and regulations of any regulatory body having jurisdiction over the subject matter hereof and to the Laws of Republic of Turkey.

6. Warranties

- 6.1 Authorization. Each Party represents and warrants to the other Party that the execution and delivery of this Agreement and the performance of such Party's obligations under this Agreement have been duly authorized, and that the Agreement is a valid and binding agreement, enforceable in accordance with its terms.
- 6.2 Legal Compliance. CUSTOMER 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.
- 6.3 No Other Warranties. PARTIES ACKNOWLEDGE THAT IT IS TECHNICALLY IMPRACTICABLE TO PROVIDE SERVICE FREE OF FAULTS, AND DO NOT UNDERTAKE TO DO SO. PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, AND MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED. THE SERVICE IS 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.
- 6.4 Legal Compliance. Aria Telekom 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. Limitation of Liability

- 7.1 Call Completion. Parties 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 Aria Telekom Network Customers to terminate such calls, or the failure of such calls to be completed.

- 7.2 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
- 7.3 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:

(i) CLAIMS FOR WHICH A PARTY HAS AN OBLIGATION OF INDEMNITY UNDER THIS AGREEMENT;

OR

(ii) ANY BREACH OF SECTION 3 (SETTLEMENT AND PAYMENT) OR SECTION 23 (CONFIDENTIAL INFORMATION)

CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTIONS, OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE SERVICES, WHETHER OR NOT A PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

8. 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, proprietors, independent contractors, consultants, partners, shareholders, representatives, CUSTOMERs, agents, predecessors, successors, and permitted assigns 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: (a) any breaches of representations or warranties contained in this Agreement; or (b) contractual relations between the Indemnifying Party and a third Party.

CUSTOMER acknowledges that Aria Telekom has no control over the content of information transmitted by CUSTOMER or CUSTOMER's users and that Aria Telekom does not examine the use to which CUSTOMER or CUSTOMER's users put the Services or the nature of the information CUSTOMER or CUSTOMER's users send or receive. CUSTOMER agrees not to transmit and to prohibit its users from transmitting content that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts. CUSTOMER hereby indemnifies and holds harmless Aria Telekom, its stockholders, officers, directors, employees and agents from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by CUSTOMER or CUSTOMER's users.

Aria Telekom acknowledges that CUSTOMER has no control over the content of information transmitted by Aria Telekom or Aria Telekom's users and that CUSTOMER does not examine the use to which Aria Telekom or Aria Telekom's users put the Services or the nature of the information Aria Telekom or Aria Telekom's users send or receive. Aria Telekom agrees not to transmit and to prohibit its users from transmitting content that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts. Aria Telekom hereby indemnifies and holds harmless CUSTOMER, its stockholders, officers, directors, employees and agents from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by Aria Telekom or Aria Telekom's users.

9. 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.

10. Force Majeure

The Parties' obligations under this Agreement are subject to, and neither Party shall be liable for delays, failures to perform (except the payment of money for services utilized hereunder), 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.

11. 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.

12. Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. Neither Party shall voluntarily or by operation of law assign, transfer, license, or otherwise transfer all of any part of its right, duties or other interests in this Agreement or the proceeds thereof (collectively, "Assignment"), without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding this provision, either Party may assign this Agreement to any entity controlled by, under the same control as, or controlling said Party without consent of the other Party. Any attempt to make an Assignment in violation of this provision shall be null and void. Each Party shall provide written notice to the other of any material change in ownership. Either Party's failure to comply with the Assignment provisions as contained in this paragraph, shall give other Party, at its sole discretion, the option to either accept Parties assignee or terminate this Agreement. No Assignment shall release either Party of its obligations hereunder.

13. 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 effected by the acknowledgment or acceptance by either Party of any purchase order, sales acknowledgment or other similar form from the other Party.

14. Merger

This Agreement (including Appendix A and Appendix B) supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this Agreement relied upon by either Party herein, whether written or oral, and embodies the Parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

15. 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.

16. 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 assigns. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

17. 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. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

18. 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.

19. Governing Law

This Agreement will be interpreted in accordance with the laws of the Republic of Turkey excluding its conflict of laws rules. The Parties agree that the federal and state courts located in Ankara, Republic of Turkey shall be the proper forum for any action brought against the other Party, and each Party shall take all necessary actions to consent to the jurisdiction of such courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

20. Arbitration

Either Party may require that any dispute arising hereunder be settled by binding arbitration in accordance with the commercial arbitration rules of the International Chamber of Commerce provided that alleged breaches of Section 23 (Confidentiality) may be settled by injunctive relief in a court as provided in Section 19. The arbitral tribunal shall be composed of a sole arbitrator. The English language shall be used throughout the arbitral proceeding. The arbitration shall take place in Ankara, Republic of Turkey. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the Parties unless that award provides otherwise.

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 and overnight courier on the same day; or (iii) the business day following the date of confirmed delivery, if sent by overnight courier. Notices shall be sent to:

<p>Aria Telekom Ltd. Aladag sok No 3 Kucukkaymakli Lefkosa - Turkish Republic of Northern Cyprus / TURKEY</p> <p>Postal Address : 1238.Str. Yildirim Grp. B-Block No:7/6 Yukari Ovecler mah. Cankaya Ankara / TURKEY</p> <p>Tel: +90 3124732788 Fax: +90 3124724430</p> <p>Billing: billing inquiries, inquiries about outstanding disputes to billing@ariatelekom.com</p> <p>Rate Modifications: rate modification notices to rate@ariatelekom.com</p> <p>Technical Support: technical inquiries to noc@ariatelekom.com</p> <p>Sales:İsmail Eğilmez ismail@ariatelekom.com +90 312 4732788 (ext 105)</p>	<p>CUSTOMER CONTACTS</p>
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23. Confidentiality

- 23.1 For purposes of this Agreement, "Confidential Information" means, with respect to either Party, 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) required to be disclosed by governmental or judicial order, in which case the Party so required shall give the other Party prompt written notice and use best efforts to ensure that such disclosure is accorded confidential treatment. CUSTOMER acknowledges that it is Aria Telekom policy to respond to all legal and governmental inquiries. Aria Telekom acknowledges that it is CUSTOMER's policy to respond to all legal and governmental inquiries.
- 23.2 Either Party may disclose or make available to the other Confidential Information (as defined below) 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 the Users or the public. Each receiving Party will promptly return to the disclosing Party upon request any Confidential Information of the disclosing Party.
- 23.3 Except as may be expressly agreed in writing between the Parties, all trade and service marks, inventions, patents, copyrights, registered designs, design rights and all other proprietary or intellectual property rights shall, be and remain in the ownership of the relevant Party. Nothing herein shall confer or be deemed to confer on either Party expressly, implied or otherwise, any rights or licenses in the intellectual property of the other.

24. Service Interruptions, Modifications, and Instructions

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

25. 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 or Aria Telekom 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. Each Party will strictly comply with the laws and regulations regarding telecommunications Services and data privacy applicable in its respective countries, and will inform the other Party, if and what special treatment of data generated in connection with telecommunications services delivered under this Agreement may be required under such laws and regulations by the other Party.

26. Terms of Use Policy

CUSTOMER shall comply, and shall cause its clients and CUSTOMER to comply, at all times with Aria Telekom' terms of use policy. Aria Telekom reserves the right to modify all or part of the Terms of Use without notice to CUSTOMER. Aria Telekom shall comply, and shall cause its clients and Aria Telekom to comply, at all times with CUSTOMER's terms of use policy. CUSTOMER reserves the right to modify all or part of the Terms of Use without notice to Aria Telekom.

27. 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 5 (Limitation of Liability); Section 6 (Indemnification); and Section 23 (Confidentiality).

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

Ariafone Telekom LTD

CUSTOMER

By:

By: _____

Printed Name: Irfan Basoglu

Printed Name: _____

Title: Director

Title: _____

Date:

Date:

APPENDIX A
CUSTOMER USAGE CHARGE SCHEDULE

1. **Interconnection:** For traffic terminated by Aria Telekom on behalf of CUSTOMER (i.e., CUSTOMER origination), CUSTOMER is responsible for the arrangement, installation, operation and payment of the interconnection between the CUSTOMER's network and the Aria Telekom 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 other collocation arrangement as may be agreed between the Parties in compliance with Aria Telekom' network interface procedures.

For traffic terminated by CUSTOMER's on behalf of Aria Telekom (i.e., ARIA TELEKOM origination), Aria Telekom is responsible for the arrangement, installation, operation and payment of the interconnection between Aria Telekom's network and CUSTOMER's 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 other collocation arrangement as may be agreed between the Parties in compliance with CUSTOMER's network interface procedures.

2. **Circuit Availability:** CUSTOMER shall use its best efforts to make the circuit(s) available to Aria Telekom on or about the service commencement date. If CUSTOMER does not make the circuit(s) available to Aria Telekom on or about such date, Aria Telekom 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.
- In the event that either party provides a rate only for a specific breakout destination, such party shall provide and publish rates for all the other breakouts of such destination. (For example, if party A provides rate for Turkey * Istanbul, party shall also provide and confirm rates along with dial codes for the rest of Turkey to avoid any disputes.)

4. **Restrictions:** Each rate must have a corresponding Country and City Code pair to which it applies. If different usage rates apply to cellular and special services ("Special Service Numbers"), it must be specified separately using the applicable Country and Cellular or Special Service Number Code along with the applicable usage rate. Any subsequent changes to either the rates or applicable codes must be communicated in writing to Aria Telekom using Rate Modification Notices.

5. **Billing:**

- Unless otherwise stated in the attached Rate Sheet, calls shall be billed in 1 second increments with a 1 second minimum.
- All rates are in US Dollars, per minute, and are subject to change.
- Per call billing will be calculated by multiplying the time that the call is connected (rounded up to the nearest whole second) by the relevant per-minute rate (rounded up to the nearest 100th of a cent / pence) and rounding the result to the nearest 100th of a cent/pence. Calls will be summarized on a route basis and billed rounded to the nearest whole pence or cent.
- The parties agree to rate and bill for services to each other based on the GMT Time Zone.

APPENDIX B
ARIA TELEKOM USAGE CHARGE SCHEDULE

1. **Interconnection** For traffic terminated by CUSTOMER on behalf of Aria Telekom (i.e., CUSTOMER termination), the CUSTOMER is responsible for the arrangement, installation, operation and payment of the interconnection between the CUSTOMER's network and the Aria Telekom 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 other collocation arrangement as may be agreed between the Parties in compliance with CUSTOMER network interface procedures.

For traffic terminated by ARIA TELEKOM on behalf of CUSTOMER (i.e., ARIA TELEKOM termination), the Aria Telekom is responsible for the arrangement, installation, operation and payment of the interconnection between the Aria Telekom's network and the CUSTOMER 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 other collocation arrangement as may be agreed between the Parties in compliance with Aria Telekom network interface procedures.

2. **Circuit Availability:** Aria Telekom shall use its best efforts to make the circuit(s) available to CUSTOMER on or about the service commencement date. If Aria Telekom 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 Aria Telekom prior to service commencement.
3. **Rates:** Rates are hereby incorporated by reference into this Agreement provided below.
- 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.
 - In the event that either party provides a rate only for a specific breakout destination, such party shall provide and publish rates for all the other breakouts of such destination. (For example, if party A provides rate for Turkey * Istanbul, party shall also provide and confirm rates along with dial codes for the rest of Turkey to avoid any disputes.)
4. **Restrictions** Each rate must have a corresponding Country and City Code pair to which it applies. If different usage rates apply to cellular and special services ("Special Service Numbers"), it must be specified separately using the applicable Country and Cellular or Special Service Number Code along with the applicable usage rate. Any subsequent changes to either the rates or applicable codes must be communicated in writing to Aria Telekom using Rate Modification Notices.

5. Billing

- Unless otherwise stated in the attached Rate Sheet, calls shall be billed in 1 second increments with a 1 second minimum.
- All rates are in US Dollars, per minute, and are subject to change.
- Per call billing will be calculated by multiplying the time that the call is connected (rounded up to the nearest whole second) by the relevant per-minute rate (rounded up to the nearest 100th of a cent/pence) and rounding the result to the nearest 100th of a cent/pence. Calls will be summarized on a route basis and billed rounded to the nearest whole pence or cent.
- The parties agree to rate and bill for services to each other based on the GMT Time Zone.