

This International Telecommunications Services Agreement (Agreement) is effective as of _____ (same as Signature Date) between **Preferred Telemedia LTD** (hereinafter "**Preferred Telemedia**"), Roma Street Verdun, Beirut Lebanon incorporated under the laws of Seychelles, whose registered office is Victoria House, 306 Victoria – Mahé, Seychelles, having the Registration number 042164;

And _____ (hereinafter referred to as "**Client**").

Whereas

Preferred Telemedia is a commercial distributor and promoter company of multimedia international telephone and SMS numeration or value added services and interacts on national and international territories, promoting the utilization of such numerations.

1. Definition of the Service

The service is designed to allow **Client** (reseller and/or content provider) to generate revenues from a data or voice program. Sales are initiated by and charged to users through their existing fixed telephone and mobile telephone bills. **Preferred Telemedia** collects in the revenue and pays out to the **Client**.

2. Service Restrictions

It is the responsibility of the **Client** to ensure their usage of the voice call program is in compliance with all the countries guidelines and regulations. The **Client** warrants and undertakes that it shall verify the service complies with any relevant legislative and regulatory provisions.

The **Client** consents to adhere to all national and international legal requirements. The Client independently accepts all responsibility to be in legal compliance. **Preferred Telemedia** rejects all legal responsibility for the distribution of the services via activities originated by the Client. The **Client** absolves **Preferred Telemedia** of this responsibility.

The **Client** is acting on his own behalf and company name with his web content or voice services and takes full responsibility of his actions and any costs associated with them.

The **Client** also agrees to the following conditions:

- To refrain from any activities that could potentially infringe upon the rights of third persons or parties.
- Maximum call duration is 25 minutes.
- Maximum Total duration by one caller ID is 1000 minutes per day.
- Maximum total duration on one DID is 3000 minutes per day.
- Minimum ACD per application is 30 seconds.
- Maximum ACD per application is 10 minutes.

3. Payments

Preferred Telemedia will pay **Client** commissions based on Annex 1, based on revenue received through interconnect billing. Where revenue is held back by the telephony provider or as a result of an investigation this portion of the revenue will be deducted from the Client's until the revenues are transferred to **Preferred Telemedia** or the dispute is resolved, the payment terms will be sent by email.

4. Change Control

Preferred Telemedia reserves the right to make alterations to the services provided, as long as there is no detriment in the quality of service, on reasonable notice.

5. Term and Termination

This agreement shall take effect from the execution date bellow and shall continue in force for one year, renewable if both parties wish to continue. The minimum Service period for a Customer is for one year although there is no usage based obligation during that period.

6. Force Majeure

➤ Non-Exhaustive List of Events

The Parties' obligations under this Agreement are subject to, and neither Party shall be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, due to events that are beyond the Party's reasonable control including, but not limited to, fire, flood, water, the elements, labor disputes or shortages (except for those 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.

➤ **Prompt notification**

The Party that has been or is being adversely affected by an event of Force Majeure will promptly notify the other Party in writing about the occurrence of such an event. The Party will estimate the extent and duration of its inability to perform its obligations towards the other Party.

➤ **Cessation**

Upon the cessation of an event of Force Majeure, the adversely affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations as soon as possible.

➤ **Responsibilities during Force Majeure**

The Party that has been or is being adversely affected by an event of Force Majeure shall use commercially reasonable efforts to minimize the effects of that event of Force Majeure.

7. Dispute

In the event of a dispute between the parties concerning the agreement each of the parties shall, in the first instance, bring the dispute at the earliest opportunity to the attention of a Director or similar officer of such party. The parties shall then try to settle their dispute within a fifteen (15) days period. At the end of such period, each party may bring the dispute to court.

8. Governing law

This agreement shall be governed and construed in accordance with jurisdiction of Seychelles courts and the parties irrevocably agree to the exclusive jurisdiction of the Seychelles courts.

9. Relation to Previous Agreements

Save as expressly stated herein, this Agreement (including its appendices) constitutes the entire understanding and agreement between the Parties and supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants, whether written or oral, with respect to the subject matter hereof. Notwithstanding the

foregoing, any non-disclosure or confidentiality agreement entered into by the Parties in advance of this Agreement will remain effective according to its terms.

10. No Modification, Release or Discharge of the Agreement

This Agreement shall not be released, discharged, amended or modified in any manner, except by an instrument in writing signed by duly authorized representatives of each of the Parties.

For Preferred Telemedia

Name: Youssef Bazzi
Title: CEO
Date:
Signature:

For Client

Name:
Title:
Date:
Signature:

Annex 1. Payout

Routing: VOIP routing included in payouts

Note: When revenue is held back by the telephony provider or as a result of an investigation this portion of the revenue will be deducted from the Client's payment until the revenues are transferred to **Preferred Telemedia** or the dispute is resolved.

For **Preferred Telemedia**

Printed Name: Youssef Bazzi

Title: CEO

Date:

Signature:

For **Client**

Printed Name:

Title:

Date:

Signature:

Annex 2. Contact Points

This Annex is attached to and incorporated into the Agreement on International Telecommunications Services made between **Preferred Telemedia** and **Client**.

Preferred Telemedia Contact Points: Client Contact Points:

1.1 General matters and services

Attn: Customer Services Team
Telephone: 00961 1 352691
Fax: 00961 1 352634
E-mail: contact@preferredtelemedia.com

1.1 General matters and services

Attn:
Telephone:
Fax:
E-mail:

1.2 Accounting and settlements

Attn: Billing Team
Telephone: 00961 1 352691
E-mail: billing@preferredtelemedia.com

1.2 Accounting and settlements

Attn:
Telephone:
E-mail:

1.3 Technical matters

Attn: NOC Engineer
Telephone: 9611352691 / 9613802701
E-mail: noc@preferredtelemedia.com

1.3 Technical matters

Attn:
Telephone:
E-mail:

1.4 Bank details:

Bank Name: Fransbank SAL
Bank Address: Beirut - Lebanon
Branch: Ein El Mreisse
Account Number: 26.21.10.933802.32
IBAN#:LB50 0001 0005 7359 0504 0030
2601
SWIFT #: FSAB LB BX

1.4 Bank details:

Bank Name:
Bank Address:
Branch:
Account Number:
IBAN #:
SWIFT #:

Preferred Telemedia and **Client** may modify or supplement their notification names or addresses indicated in this Annex by written notice to the other Party.

For **Preferred Telemedia**

For **Client**

Printed Name: Youssef Bazzi

Title: CEO

Date:

Signature:

Printed Name:

Title:

Date:

Signature: