

GO p.l.c.

And

[name of Second Party Limited/plc]

**MOBILE INTERCONNECTION
AGREEMENT**

THIS INTERCONNECTION AGREEMENT (the “**Agreement**”) is made on *[date]*

BETWEEN:

- (1) **GO p.l.c**, a company incorporated in Malta (registered no. C 22334), whose registered office is situated at Fra Diegu street, Marsa, Malta ("GO "); and
- (2) [name], a company incorporated in Malta (registered no.C [number]), whose registered office is at [registered office], Malta ("Second Party");

WHEREAS:

- (A) GO is duly authorized and licensed under the Electronic Communications (Regulation) Act of 1997 (Cap. 399 of the Laws of Malta) (hereinafter also referred to as “the Act”) to provide a public communications network and an electronic communications service consisting in a publicly available telephone service.
- (B) The Second Party as a duly authorized to provide an electronic communications service consisting in a publicly available telephone services under the Act.
- (C) The Second Party has, subject to the terms and conditions of this agreement, agreed to interconnect with the GO System in order for GO to provide to the Second Party certain services for the conveyance of Calls received by the GO System from the Second Party System so as to enable the receipt by Customers of GO of calls originating in the Second Party System;

NOW THEREFORE THE PARTIES HERETO AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“**Act**” means the Electronic Communications (Regulation) Act 1997 (Chapter 399) or the Malta Communications Authority Act, 2000, Act XVIII of 2000 (Chapter 418), or both as the context may require, including any regulations made there under, as same may from time to time be amended, substituted or added.

“**Agreement**” means this agreement and the Schedules attached thereto, that shall constitute an integral part thereof, as same may from time to time be amended, varied or supplemented.

“Ancillary Service” means:

- (a) a service which does not solely comprise the conveyance of Calls; or
- (b) a Call (not including a reverse charge call) where the Calling Party is not required to pay all of the charges associated with that Call; or
- (c) a Call where the Calling Party is charged at a rate which includes an element over and above the charge for the conveyance of that Call;

"Authority" means the Malta Communications Authority established in accordance with the Malta Communications Authority Act, 2000, Act XVIII of 2000 (Chapter 418);

"Busy Period" means the continuous period lying wholly in a given time interval for which the traffic or the number of call attempts is greatest. **"Call Attempt"** means an attempt by a Customer to achieve a connection to another Customer for the purpose of making a Call;

“Call Conveyance Services” means those Call conveyance services referred to in Schedule 4 from time to time;

“Call” means the seizure of a transmission path through the Systems, from the originator (including apparatus) of a Message in the Second Party System to the recipient (including apparatus) thereof in the GO System for the purposes of conveyance of that Message;

“Calling Party” means a person who (or a device which) initiates a Call;

"Called Party" means a person or apparatus to whom or which the originator has directed a Call;

“Charges” means the amount certain, liquid and due, payable and due by one Party to the other Party as contemplated in this agreement;

“CLI” means calling line identification including basic information contained in the Signalling System that identifies the calling party.

"Completed Call" means a Call that is originated by a Customer or apparatus and results in the called party receiving or acknowledging the receipt of the Message sent by the originator;

“Customer” means a Customer of either GO or the Second Party, as contemplated in this agreement;

“Due Date” means the date falling thirty calendar days after the receipt by any one of the parties of the Tax Invoice issued by the other party,

"Effective Date" means the date when this agreement comes into force or, if no such date is specified in the Agreement, the date of this Agreement;

"Erlang" means the unit of telephone traffic. It is a measure of traffic intensity on telecommunication resources that are occupied for a given period of time under stated conditions;

"Impairment of Service" means, save as may be required by applicable law or licence issued under the Act, any interference with or impairment of service provided over any Systems of a party, or any connected facilities of any third party;

"Interconnection" means the interconnection of the Second Party network with the GO network as described in Schedule 3;

"Interconnection Circuit" means a telecommunications circuit necessary to establish one or more transmission paths connecting a GO Switch Connection and a Second Party Switch Connection through a Point of Interconnection;

"Interconnection Service" means the interconnection service described in Schedule 3 of this Agreement;

"Licence", includes the authorisation granted to GO and to the Second Party respectively, as the case may be;

"Message" means any sounds, signs, signals, data, writing or images by wire, wireless, optical or other electronically guided systems whether or not such signs, signals, data, writing, images, sounds or intelligence have been subjected to rearrangement, computation or other process by any means in the course of their transmission, emission or reception;

"GO Switch Connection" means a GO switch at which Calls handed over to the GO System are initially switched;

"Network" or "Networks" means electronic communications network or networks transmission systems and, where applicable, switching or routing equipment and other resources which permit the conveyance of signals by wire, by radio, by optical or by other electromagnetic means, including satellite networks, fixed (circuit-switched and packet-switched, including Internet) and mobile terrestrial networks, electricity cable systems, to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks, irrespective of the type of information conveyed;

"Party" means The Second Party or GO as the context may require;

"Parties" and "parties" mean both the Second Party and GO;

“Numbering Plan” means the national numbering plan approved by the Authority in accordance with the Act;

“Point of Interconnection” means any point at which an Interconnection Circuit provided (or procured) by the Second Party in accordance with this Agreement is connected to a GO Switch Connection;

“Review Date” means the date of service of the Review Notice on the other party;

“Review Notice” means a written notice given by either party in accordance with Clause 14 of this Agreement requesting a review of any part or term of the Agreement and which sets out in reasonable detail the issues to be discussed by the parties;

“Regulations” means the regulations promulgated from time to time by the Authority or by the Minister responsible for telecommunications in accordance with the Act as well as those already in force at the time of the Agreement;

“Second Party Switch Connection” means a Second Party Switch at which Calls handed over to the GO System are finally switched;

“Supporting Billing Information” means such information, as is agreed between the parties and as is set out in Schedule 6, which is necessary to ascertain the charges payable by either party under this Agreement;

“Switch” means telecommunication apparatus within a telecommunication system, which performs the function of switching and routing Calls (but excluding the base station controller);

“System Alteration” means a change to one party’s System, plant or apparatus or equipment otherwise used in connection to that System, which is such as to materially affect or impact the operation of the other party’s System, plant, apparatus or equipment used for the conveyance of Calls/Messages as contemplated by this Agreement in a material way;

“System” means the network of The Second Party or the network of GO as the context may require;

“Systems” means the networks belonging to both parties;

“Tax Invoice” means the fiscal invoice required to be provided in terms of the provisions of the Value Added Tax Act 1998;

“Telephone Number” means a number allocated from a national numbering plan and assigned to a customer where part of its digit structure contains geographic significance used for routing calls to the physical location of the network termination point;

- 1.2 In this Agreement:
- 121 words and phrases shall have the same meaning as in the Act or in the Licences granted to each of The Second Party and GO unless a different meaning is applied to it under this Agreement or the context requires otherwise;
 - 122 any reference in the singular includes the plural and vice versa;
 - 123 any reference to any act, statutory provision, Regulation or other subordinate legislation shall be to that act, statutory provision, Regulation or subordinate legislation as amended or re-enacted or both from time to time whether before or after the Effective Date;
 - 124 a person includes a reference to a body corporate, association or partnership;
 - 125 a person includes a reference to that person's legal personal representatives, successors and lawful assigns;
 - 126 a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Agreement and shall be deemed to be incorporated therein;
 - 127 a document is a reference to that document as from time to time amended supplemented or varied.
- 1.3 The headings in this Agreement do not affect its interpretation.

2. CONDITION PRECEDENT

Unless otherwise agreed to by GO in writing, it is a condition precedent to this Agreement and to the provision of Interconnection Services by GO as described in this Agreement that the Second Party shall provide to GO such financial security as in the opinion of GO is appropriate as security against the Second Party's non-compliance with or non-observance of any of the provisions of this Agreement, including without limitation the failure to pay charges by the Due Date.

3. SCOPE AND INTERCONNECTION

- 3.1 This Agreement establishes the conditions in accordance with which the Second Party System and the GO System are interconnected so as to permit the conveyance of Calls originating from the Second Party System to Customers of GO by the termination of such Calls on the GO System so as to enable the receipt by Customers of GO of Calls originating in the Second Party System.
- 3.2 Subject to the terms and conditions of this Agreement GO shall provide the Second Party (a) the Interconnection Service described in Schedule 3 and (b) the Call Conveyance Services described in Schedule 4.

- 3.3 The Second Party shall ensure that it does not pass to GO any reverse charge calls whereby the called party is requested by a Second Party on behalf of the Calling Party to pay the cost of the call and the Second Party shall instruct its own second parties not to accept reverse charge calls. If any reverse charge call is passed to GO by the Second Party then (for the avoidance of doubt) GO shall have no obligation to convey such a Call but if it does convey such a Call, GO shall not be liable to make any payment to the Second Party in respect of the Call.
- 3.4 The Second Party shall not do anything or cause or permit anything to be done (including without limitation, number translation, routing and/or the allocation of numbers to terminal equipment) so as to cause any Call of a type not covered by this Agreement to be presented to GO as a call of a type to which this Agreement does apply.
- 3.5 Unless expressly stated within Schedule 4, Interconnection under this Agreement shall apply only to Calls which are handed over from the Second Party System to the GO System and which have been previously switched by the Second Party System prior to being handed over to the GO System.
- 3.6 For this purpose, the Parties agree that the Points of Interconnection will be those as stipulated and specified in Schedule 1 or any other Points of Interconnection that the parties may mutually agree to.
- 3.7 The Points of Interconnection shall be made using telecommunication apparatus and Interconnection Circuits procured and paid for by the Second Party which apparatus and Interconnection Circuits shall be compatible with all relevant technical standards which shall include ITU and ETSI Standards.
- 3.8 Unless otherwise provided for by this Agreement, each party shall assume all the costs associated with the provision, installation, use and maintenance by it of telecommunication apparatus on its side of a Point of Interconnection and shall retain ownership of that apparatus, unless otherwise agreed.
- 3.9 The parties shall install and test the operation of their respective telecommunications apparatus in accordance with the installation and testing procedures set out in Schedule 4 to this Agreement.
- 3.10 The parties shall operate and maintain the Interconnection between the Systems as stipulated in Schedule 1 of this Agreement.
- 3.11 The Second Party warrants that all Calls received on its System but which are intended to clients of GO shall all be delivered to the GO System.
- 3.12 GO does not warrant that the Interconnection Service will be free from faults nor does GO warrant that the Call Conveyance Service will be free from faults.

4. TRAFFIC FORECASTS AND CAPACITY ORDERS

Traffic forecasts shall be used by the parties for the planning of sufficient switching and transmission capacity. The Second Party shall prepare and supply traffic forecasts to GO. The Second Party shall use its best endeavours to make accurate traffic forecasts. Such traffic forecasts shall not, however, be legally binding except to the extent stated in this Agreement or at law.

5. CHARGES FOR INTERCONNECTION

5.1 In consideration of the Interconnection Service and the Call Conveyance Services GO shall charge the Second Party and the Second Party accepts and undertakes to pay to GO the Charges that GO shall from time to time fix in accordance with the provisions of Schedule 3 Schedule 4.

5.2 The initial Charges that the Second Party shall pay to GO shall be those established in the Price List set out in Schedule 5. The Second Party shall in accordance with this Agreement pay to GO the Charges as set out in GO's Price List contained in Schedule 5. All charges are exclusive of Value Added Tax and any other taxes, which shall be payable by the Second Party according to the rate/s prevailing from time to time.

5.3 GO shall have the right from time to time to amend and vary the Charges as contained in Schedule 5 by giving the Second Party thirty- (30) days prior notice of such charges.

5.4 For the avoidance of doubt it is expressly agreed that no payment whatsoever is due by GO to The Second Party as part of this Agreement.

6. BILLING AND PAYMENT

6.1 Each party (at its own cost) shall measure and record the Calls originating on the Second Party System and terminating on the GO System. Each party is recording data for traffic from their own System for the purpose of verifying invoiced amounts. In respect of each calendar month, GO shall issue a Tax Invoice which will be sent to the Second Party.

6.2 Invoices issued by GO under this Agreement shall be payable based on Monthly Accounting periods and shall be payable by the Second Party within 30 days from the receipt by the Second Party of the tax invoice issued by GO ("the Due Date").

6.3 If the Second Party fails to pay any amount due hereunder by the due date then GO shall be entitled to charge and receive interest at the rate of eight per cent (8%) per annum or such higher rate of interest as may be allowed by law provided that GO shall not have the right to charge interest in accordance with this Clause unless it has given the Second Party at least 7 days prior written

notice of its intention to do so and the Second Party has failed to pay within the 7 day period in which event interest shall accrue from the Due Date until the date of payment and shall be calculated on a daily basis.

- 6.4 In the event that the Second Party disputes the amount of any invoice delivered by GO the Parties shall consult to try to resolve the dispute. Failing resolution the dispute shall be referred for investigation and determination by such person, firm or company (being chartered accountants) as the Parties may agree or in default of agreement, such chartered accountants as may be nominated by the President of the Malta Institute of Accountants (provided that the appointee shall not have carried out substantial work to any of the parties during the twelve months immediately preceding the appointment) to act as an expert and not as an arbitrator and whose decision, in the absence of evidence of manifest error, shall be final and binding. The Parties shall cooperate in such investigation and any sum thus found to be due or overpaid shall be promptly paid or refunded (including any interest payable or paid pursuant to Clause 6.3 as the case may be). GO shall maintain and retain for a period of one year from its submission of each invoice true and accurate books of account and information contained in or on discs tapes document or other records as may reasonably be required by such chartered accountants for calculation or verification of the amounts payable under such invoice. The cost of such an auditor shall be borne by such party or parties and in such proportion as the auditor shall in the circumstances deem fit. Each Party shall permit the chartered accountants who are nominated in the circumstances referred to in this Clause 6.4 to have access (upon giving reasonable notice to either Party) solely for the purpose of inspecting the apparatus used for recording Calls made between the Systems. Any such inspection shall be made in such a way as to cause the minimum inconvenience. The Party whose premises are being visited for such inspection shall provide such chartered accountants with reasonable facilities and assistance for such purpose. Notwithstanding the reference of any dispute for investigation and determination under this Clause 6.4, if the amount in dispute represents less than five percent of the total amount of the invoice (excluding VAT and any other taxes) the invoiced amount shall be payable in full pending the resolution of the dispute. If the amount in dispute represents five percent or more of the total amount of the invoice (excluding VAT and any other taxes) the disputed amount may be withheld pending resolution of the dispute and for the avoidance of doubt, any undisputed balance shall remain payable in full by the Due Date.
- 6.5 GO may at any time require the Second Party to enter into bank or other guarantees (or to provide some other form of financial security) which in the opinion of GO is/are appropriate as security for the performance by the Second Party of all its obligations towards GO arising under this agreement, including without prejudice to the generality of the foregoing the payment of Charges and interest thereon. Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as GO may reasonably

allow) of the date of GO's request for the same shall be deemed to be a material breach of this Agreement by the Second Party.

- 6.6 Amounts remitted pursuant to this Clause are for services rendered and shall be determined in good faith and in accordance with such practices as are generally recognised by telecommunication operators internationally to be consistent with sound international business practice. The Second Party shall not be allowed to reduce any amounts payable to GO pursuant to this Clause by way of set-off or by way of compensation for amounts owing under any other obligation between the parties.
- 6.7 The failure by the Second Party to collect any amount owing to it by its Customers or any of its Customers for any reason whatsoever, will in no way affect or undermine such party's payment obligations to GO under the terms of this Agreement.

7. QUALITY OF SERVICE

- 7.1 GO shall use reasonable endeavours to meet the target service standards set out in Schedule 7 in relation to the Interconnection Services and Call Conveyance Services provided to the Second party.
- 7.2 The Second Party shall at all time keep separate Basic Calls as described in Schedule 4 Part 1 and Incoming International Calls as described in Schedule 4 Part 4 and for the avoidance of doubt this shall mean the provision of separate port capacity (Interconnection Circuits) as described in Schedule 7.
- 7.3 The Second Party shall not act in such a manner as to place GO in breach of its licence or of any regulations from time to time in force.

8. COSTS

Except where this Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in it.

9. SYSTEM ALTERATIONS AND INTERRUPTIONS

- 9.1 A party ("Initiating Party") wishing to make a System Alteration shall give to the other party as much notice prior to the date of the anticipated System Alteration as possible. Such notice period shall nominally be of 3 months, however, through mutual agreement, which will not be unreasonably withheld by either party, this period may be reduced. The notice shall specify the technical details of the System Alteration and the date of the anticipated System Alteration. Following such notification each party shall supply to the other such

information as the other may reasonably request including in the case of the party giving notice, to the extent reasonably practicable, the potential impact on the other party's System. The work shall be undertaken with the consent of the other party, such consent not to be unreasonably withheld or delayed.

- 9.2 In the event of any interruption of Interconnection, the Party within whose System the interruption arises shall use reasonable endeavours to ensure restoration of service to the standards required by this Agreement. However, if that interruption was directly caused by an un agreed System Alteration by the Initiating Party, the Initiating Party shall restore service as aforesaid and in any case remove the cause that led to this interruption of service. Both Parties shall collaborate to resolve the problem.

10. SYSTEM PROTECTION & SAFETY

- 10.1 Each Party is responsible for the safe operation of its System and equipment within its network on its side of the Point of Interconnection and shall take all reasonable and necessary steps to ensure that its System and equipment within its network on its side of the Point of Interconnection does not:

10.1.1 Endanger the health or safety of employees, contractors, agents or Customers of the other Party or members of the public, generally; or

10.1.2 Damage or interfere with or cause any material deterioration to the normal operation of the other Party's System.

- 10.2 In the event that either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing or permitting or suffering the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to resolve promptly the Impairment of Service. If the Impairing Party is unable to remedy promptly the Impairment of Service, then the Impaired Party may discontinue the use of the affected circuit, facility or equipment until such time as there is no Impairment of Service.

11. STANDARDS

- 11.1 Each Party shall ensure that Interconnection by it pursuant to this Agreement, including its apparatus used to establish and provide interconnection, shall conform with national standards and operating guidelines which shall conform with relevant international standards, including but not limited to those of the International Telecommunication Union ("ITU") and ETSI (European Telecommunications Services Institute).

- 11.2 Interconnection signalling protocols used by the Parties shall, where practicable, follow the ITU Signalling System No. 7 standards. Any additional standards which might be required by either Party including but not limited to signalling for Second Party assistance services or directory information services, shall be agreed upon between the Parties and shall be set out in Schedule 1.
- 11.3 Neither Party shall connect or knowingly permit the connection to its telecommunication system any equipment which does not meet the requirements specified in Clauses 11.1 and 11.2 or which shall degrade the quality of the other Party's Network.

12. NUMBERING

- 12.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right pursuant to its licence to be assigned numbers in accordance with the National Numbering Plan.
- 12.2 It shall be the responsibility of each Party to programme and update its own Switches and telecommunication systems to recognise and route traffic to the other Party's assigned numbers at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such programming and updating.

13. FRAUD

The Parties shall co-operate with one another to investigate, minimise and take corrective action in cases of fraud in accordance with a Code of Practice that the Parties may from time to time agree upon.

14. REVIEW

- 14.1 Either Party may, from time to time, seek to amend or vary any terms or part of this Agreement by serving on the other Party a Review Notice, provided that such a review can only take place (i) after the lapse of one year from the Effective Date, or (ii) after the lapse of six months from the previous Review Date, or (iii) in the case of the Schedules to this Agreement in the manner and at the times set forth in the respective Schedule that it intends to review.
- 14.2 In addition, a Party may seek to amend this Agreement by serving on the other Party a Review Notice not later than the expiration of a *one* year period commencing on which the event giving rise to the review occurred, if:

- 14.2.1 Either Party's licence is materially modified (whether by modification or replacement);

- 14.22 The Parties agree in writing that there should be a review;
- 14.23 A material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in Malta;
- 14.24 A material change (including enforcement action by the Authority) occurs which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or
- 14.25 This Agreement is assigned or transferred by the other Party in accordance with Clause 27.
- 14.3 The Parties shall negotiate in good faith the matters to be resolved with a view to agreeing any relevant amendments sought to this Agreement by either Party.
- 14.4 For the avoidance of doubt, it is hereby agreed between the Parties that notwithstanding these provisions for review of the terms and conditions of this Agreement, this Agreement shall remain in full force and effect during such review unless and until such time as the Parties complete an agreement replacing or amending this Agreement.

15. PROVISION OF INFORMATION AND OPERATIONAL LIAISON

- 15.1 Subject to any undertakings on confidentiality or to Clause 22, each party shall provide appropriate information including, but not limited to, information regarding network control and management, as is reasonably required by the other party for interconnection of the Second Party System and the GO System and provision of electronic communications services.
- 15.2 The Parties shall consult together on a timely basis relating to the operation of this Agreement and apply their best endeavours to resolve any problems revealed during such consultation or otherwise encountered in relation to this Agreement.
- 15.3 Without prejudice to the provisions of Clause 15.2 each of the Parties shall appoint a representative who shall together oversee the organisation of the day-to-day practical implementation of this Agreement, each of them shall liaise with the other and report to the Party appointing him on any problem which has not proved capable of resolution. On receipt of such report the Parties shall consult with a view to achieving a mutually acceptable solution to such a problem.

16. LIMITATION OF LIABILITY

- 16.1 GO has no obligation of any kind to the other Party beyond the obligation to exercise reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.

- 16.2 Subject to Clause 16.3, and with the exception of the liability to pay Charges, the liability of each party to the other for all damages, losses and expenses which are recoverable at law in contract, tort (including negligence or breach of statutory duty) or otherwise arising by or from a breach of this Agreement shall be limited to €1,165,000, one million, one hundred and sixty five thousand Euro for any one event or series of connected events and not more than €2,330,000, two million, three hundred, thirty thousand Euro for all events, whether connected or not, in any period of twelve calendar months.
- 16.3 Subject to Clause 16.4, neither party shall be liable to the other party under this Agreement whether for negligence, breach of contract, misrepresentation or otherwise for any indirect or consequential loss suffered, including, without limitation, loss of profit, goodwill, business opportunity or anticipated savings save in relation to claims arising out of a breach of Clause 22 (confidentiality), payment of interconnection charges or any claims relating to a breach of intellectual property rights.
- 16.4 Neither party excludes or restricts in any way liability for death or personal injury resulting from negligence.
- 16.5 Neither party undertakes any liability for the acts or omissions of a third party provider of telecommunication services, except to the extent the third party was an agent or sub-contractor or employee of a party with respect to any act or omission that gives rise to liability hereunder.
- 16.6 Nothing in this Clause 16 shall limit, restrict or exclude the liability of any Party in respect of damages caused by it to the hardware and associated software of the other Party through negligence, default or any other non-performance.

17. SETTLEMENT OF DISPUTES

- 17.1 Without prejudice to Clause 6, it is understood and agreed that the Parties shall carry out this Agreement in the spirit of mutual co-operation and good faith and shall seek to resolve amicably any disputes arising between them. If the Parties fail to agree or should the Parties fail to agree on any matter referred to in a Review Notice within two months from the relevant Review Date, then, at the request of either Party the Authority shall arbitrate or resolve the dispute within the powers conferred upon it by the Act or as the case may be the issues referred to in the said Review Notice, which for all intents and purposes shall be deemed to constitute a dispute, in accordance with its duties under the Act or any other law or regulations regulating telecommunications in Malta and any requirements under the relevant conditions in either Party's licence.
- 17.2 During any period of dispute, before or until resolution in accordance with Clause 17.1, a Party shall not disrupt services being provided to the other Party, change any level of service being provided to that Party or take any other actions which

might materially and adversely affect that Party's service.

17.3 The above procedures shall be without prejudice to any other rights or remedies a Party may have under this Agreement which may only be finally determined by the Courts of Malta.

18. INTELLECTUAL PROPERTY

18.1. Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

18.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or to acquire any licence or right for the benefit of, or owe any other obligation or have any liability to, the other Party based on or arising from any claim, demand or proceeding by any third Party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third Party.

19. TERM

19.1 This Agreement shall come into force on the effective date hereof and, without prejudice to the provisions for earlier termination contained in this Agreement, it shall remain in force for an initial period of 1 year (Term) and shall continue thereafter until terminated by either Party upon at least twelve months' written notice given by one Party to the other Party informing the other Party that the agreement will expire on or at any time after the expiry of the Term.

19.2 Without prejudice to the provisions of Clause 19.4, this Agreement shall terminate upon:

- (a) The expiry, earlier revocation or other termination of the Second Party Licence without there being a replacement or other licence to Second Party to run the Second Party System;
- (b) The expiry, earlier revocation or other termination of the GO Licence without there being a replacement or other licence to GO to run the GO System.

19.3. The operation of this Agreement and all Interconnection Services or any part of any of them provided under or pursuant to this Agreement may be suspended

forthwith by either Party in the event that and for so long as the other Party shall be in material breach of this Agreement (including non- payment of any sums due there under) and shall have failed to remedy such breach within thirty days after receipt of a notice specifying the breach and requiring it to be remedied.

19.4 This Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other party:

- (a) Is unable to pay its debts; or
- (b) Ceases to carry on business; or
- (c) Has a liquidator or an administrator appointed; or
- (d) Has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
- (e) Ceases to hold a licence in accordance with the Act; or
- (f) The Breaching Party being in breach of a material obligation under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within thirty days from the date of receipt of the written notice from the Initiating Party giving full details of the breach and requiring the breaching party to remedy the breach and stating that failure to remedy the breach may give rise to termination under this clause 19.4.

19.5 Upon the termination or expiry of this Agreement each Party shall be entitled after reasonable prior notice in writing to the other Party to enter the premises of the other Party for the purposes of carrying out any necessary disconnection works and repossessing any plant equipment or apparatus belonging to the Party or a third party installed by or for that Party provided that the Party seeking to enter the premises shall give the other reasonable notice requesting that the other Party carry out disconnection and return any such plant equipment and apparatus and shall only enter the premises if that other Party shall have failed to do so. The Party on whose premises such equipment or apparatus was installed shall compensate the other for any such plant equipment apparatus or things belonging to the other or such third Party which are not delivered up in good condition (fair wear and tear excepted) and the Party carrying out such disconnection works shall indemnify the other in respect of any damage thereby caused to the premises fixtures and fittings of such Party. Neither Party shall be responsible for any damage to plant equipment or apparatus belonging to the other or such third party which has been caused by any failure by the other or such third party to perform necessary and timely maintenance.

19.6 Termination or expiry of this Agreement shall not:-

- (a) operate as a waiver of any breach by a Party hereto of any of the provisions hereof and shall be without prejudice to any rights liabilities or obligations of either Party which have accrued up to the date of such termination or expiry;
- (b) affect the coming into force or the continuation in force of any provision hereof which is expressly or by implication intended to come into force on or after such termination or expiry.

20. CONSEQUENCES OF TERMINATION

20.1 Each Party's further rights and obligations cease immediately on termination except that Clauses 17.3 and 19, together with those clauses the survival of which is necessary for the termination or enforcement of this Agreement, shall survive termination of this Agreement. Termination of this Agreement shall not be deemed a waiver of a breach of any term of this Agreement and shall be without prejudice to a Party's rights, liabilities and obligations that have accrued prior to the date of termination.

20.2 Upon termination, the Parties shall co-operate with each other to ensure that the necessary steps are taken to enable each Party to recover telecommunication apparatus (if any) a Party may have supplied to the other Party (including where that apparatus is on the premises of the other Party).

20.3 If 30 days after the termination of this Agreement, a Party fails to recover telecommunication apparatus in good condition, taking into account fair wear and tear, because of the acts or omissions of the other Party, the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 10 days of the date of the demand.

20.4 Without prejudice to this Clause 20, the Parties shall use their best endeavours to enter into a new interconnection agreement pursuant to the obligation to provide to the other Party interconnection in accordance with any licence granted under the Act, such interconnection agreement to take effect on the date of termination.

21. FORCE MAJEURE

21.1 If a Party (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than a payment obligation) by a Force Majeure Event:

- 21.1.1 the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

- 21.12 as soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
 - 21.13 if the Affected Party does not comply with Clause 21.1.2 it forfeits its rights under Clause 21.1.1;
 - 21.14 the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
 - 21.15 as soon as reasonably possible after the end of the Force Majeure Event, the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
- 21.2 If the Force Majeure Event continues for more than six months starting on the day the Force Majeure Event starts, a Party may terminate this Agreement by giving not less than thirty days written notice to the other Party.
- 21.3 In this Clause, "Force Majeure Event" means an event beyond the reasonable control of the Affected party including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and storm.

22. CONFIDENTIALITY

- 22.1 In this Clause 22, "Confidential Information" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether before or after the date of this Agreement including, without limitation, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- 22.2 During the term of this Agreement and after termination or expiration of this Agreement for any reason, the Receiving Party:
- 22.2.1 may not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
 - 22.2.2 may not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clauses 22.3 and 22.4; and

- 22.2.3 shall make every effort to prevent the use or disclosure of Confidential Information.
- 22.3 During the term of this Agreement the Receiving Party may disclose Confidential Information to any of its directors, other officers or employees, (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Agreement.
- 22.4 The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a Party to this Agreement.
- 22.5 Clauses 22.1 to 22.4 do not apply to Confidential Information which:
- 22.5.1 is at the date of this Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or Recipient's breach of this Agreement; or
- 22.5.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
- 22.5.3 is required to be disclosed by law or by a Party's licence or under international stock exchange rules or disclosures to the independent auditors pursuant to Clause 6.3 of this Agreement.
- 22.6 This Clause 22 shall survive termination of this Agreement and for a period of five years following termination.

23. FURTHER ASSURANCE

Each Party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

24. NON-EXCLUSIVE

The Parties may interconnect with any other telecommunication third party in Malta according to the terms and conditions set out in their respective licences. Neither Party shall require the other to interconnect to its facilities on an exclusive basis.

25. GENERAL

- 25.1 This Agreement and any document referred to in this Agreement constitutes the entire agreement, and supersedes any previous agreements, between the Parties relating to the subject matter of this Agreement.

- 25.2 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of a duly authorised signatory of each Party.
- 25.3 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 25.4 Except where this Agreement provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- 25.5 Each date, time or period referred to in this Agreement is of the essence. If the Parties agree in writing to vary a date, time or period, the varied date, time or period shall apply.
- 25.6 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.
- 25.7 No provision of this Agreement creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability in the name of the other Party for the other Party in any way or for any purpose.

26. ASSIGNMENT AND SUBCONTRACTING

- 27.1 A Party may not assign or transfer or purport to assign or transfer a right or obligation under this Agreement without having first obtained the other Party's written consent, which may not be unreasonably withheld or delayed.
- 27.2 Subject to clause 27.1, if a Party gives its consent in writing to an assignment by the other Party, then this shall be conditional on the assignee (a) being an operator licenced to run the System of the assigning Party and (b) entering into a novation agreement whereby the assignee agrees to observe all the obligations, terms and conditions of this Agreement
- 27.3 A Party may not subcontract the performance of any of its obligations under this Agreement.

28 NOTICES

28.1 A notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery or by fax, as follows:

28.1.1 if to The Second Party, to:

Address:

28.1.2 if to GO p.lc.

Address

GO p.l.c., Fra Diego Street, Marsa, MRS1501,

Malta : 21234314

Marked for the attention of Yiannos Michaelides, CEO;

or to another person's address or email specified by a Party by written notice to the other.

28.2 In the absence of evidence of earlier receipt, a notice or other communication is deemed given:

- (a) if sent by post, on actual receipt; and
- (b) email on successful completion of its transmission on a day other than a Saturday or Sunday or a public holiday in Malta.

29. GOVERNING LAW, JURISDICTION AND LANGUAGE

29.1 This Agreement is governed by, and shall be construed in accordance with, Maltese law.

29.2 The courts of Malta have exclusive jurisdiction to hear and decide any suit, action or proceedings, which may arise out of or in connection with this Agreement (respectively, "Proceedings" and "Disputes") and, for these purposes, each Party irrevocably submits to the jurisdiction of the courts of Malta. This does not exclude or prejudice the right of any Party to refer in the first instance any matter to the Authority in terms of Clause 17 of this Agreement or within the powers conferred upon it in the Act. Once a matter is referred by a Party for resolution by the Authority, then the matter shall be dealt with exclusively by the Authority.

29.3 Subject to the provisions of the immediately preceding paragraph, each Party irrevocably waives any objection which it might at any time have to the courts of Malta being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of Malta are not a

convenient or appropriate forum.

29.4 Process by which any Proceedings are begun in Malta and any judicial act may be served on either Party by being delivered or served in accordance to law.

29.5 This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text prevails.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

EXECUTED by the parties

Signed by:)
a duly authorised)
representative of/for and)
on behalf of)
THE SECOND PARTY)

_____ Signature

Signed by: Yiannos Michaelides)
a duly authorised)
representative of/for and)
on behalf of)
GO p.l.c.)

_____ Signature