

Universal Phone Company (Pty) Ltd

AND

WHOLESALE CARRIER SERVICES AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2019

BETWEEN

1. **Universal Phone Company**, a company incorporated and registered in the Republic of South Africa with company number **2005/008833/07** whose registered office is at 144 Western Service Road, Woodmead, Gauteng 2912, South Africa. **“UPC”**).
(each a **“Party”**, together the **“Parties”**).
2. _____, a company incorporated and registered in _____ with company number _____ whose registered office is at _____ (**“Customer”**).

WHEREAS,

1. UPC shall exchange wholesale call termination services (**“Services”**) to Customer.
2. Customer wishes to exchange the Services with UPC

NOW, THEREFORE, in consideration of the promises, terms, and agreements contained herein, the Parties agree as follows:

1. NETWORK INTERCONNECTION

- 1.1 UPC shall provide Customer with access to its telecom switching equipment (**“UPC Equipment”**). The UPC Equipment shall be located at the **UPC Facilities**.
- 1.2 In order to access the UPC Equipment, Customer will connect its telecom switching equipment (**“Customer Equipment”**). The Customer Equipment shall be located at the **Customer Facilities**.
- 1.3 The UPC Equipment will be connected to the Customer Equipment. The UPC end of this connection is the **UPC Connection**, the Customer end of this connection is the **Customer Connection**, collectively referred to as **Connection**.
- 1.4 The technical specification of the interconnection between the UPC Equipment and Customer Equipment shall be agreed upon in writing before the interconnection between the Party’s Equipment takes place.
- 1.5 Each Party will notify the other in writing of the date from which the notifying Party’s Equipment and Connection will be available.
- 1.6 Each Party shall be responsible for:
 - (i) The procurement and operation of its Equipment and Connection;
 - (ii) Choosing any related third party suppliers (each a **“Supplier”**);
 - (iii) The performance of its Equipment, Connection and Suppliers; and
 - (iv) All costs relating to its Equipment, Connection and Suppliers

2. ROUTES AND RATES

- 2.1 Each Party will from time to time provide the other Party with a Rate Sheet. This will list a series of geographic destinations with associated destination dial codes (“**Routes**”) and associated pricing (“**Rates**”) for termination by the receiving Party (“**Terminating Party**”) of voice calls originated by the sending Party (“**Originating Party**”), collectively referred to as Traffic (“**Traffic**”).
- 2.2 Rates are for the termination of voice calls via the designated Routes and unless otherwise stipulated or specified are inclusive of all the costs (including all pass through taxes, duties, levies, etc.) to terminate the calls at their destination.
- 2.3 Rates will be quoted and billed in United States Dollars.
- 2.4 Unless otherwise notified by the Terminating Party, all Rates are shown in terms of full minutes and calls will be billed in one (1) second increments after the initial one (1) second call duration.
- 2.5 All Rates quoted will be exclusive of VAT, taxes or other government levies where applicable.
- 2.6 The Terminating Party reserves the right to increase or decrease its Rates and/or change Routes at any time upon email notice as follows:
- (i) The time zone(s) used for identifying effective times and dates for changes contained in any written notice, all peak, off peak and economy traffic, and invoicing and other time sensitive matters shall be Greenwich Mean Time (GMT 00:00);
 - (ii) Any Rate decreases (other than by Route deletion or addition) shall be effective immediately unless otherwise stated in the email notice;
 - (iii) Any Rate increases and/or changes to Routes shall be effective no earlier than 12:01 a.m. Applicable Time on the “Effective Date” where the Effective Date means the date on which such written notice is sent plus seven (7) calendar days.

Notice for changes to Rates and Routes shall be sent via email to the email address stated in the notices section of this Agreement.

3. USE OF SERVICES

- 3.1 The Originating Party shall use its Equipment and Connection to deliver Traffic to the Terminating Party via the Connection.
- 3.2 Terminating Party will attempt to terminate the Traffic destined for each Route.
- 3.3 Originating Party accepts that there are many reasons that Terminating Party may not be able to terminate a call including but not limited to misdialled numbers and disconnected numbers.
- 3.4 Terminating Party may reject calls that are not to destinations specified in the prevailing Routes.
- 3.5 Terminating Party shall charge Originating Party for each second of Traffic terminated, and Originating Party will pay Terminating Party as set out in this Agreement (“Charges”).
- 3.6 Neither Party shall tamper with, alter or rearrange the Services, Connection, Equipment nor Facilities of the other Party (or those of its Suppliers) required to provide the services.
- 3.7 Neither Party shall abuse or fraudulently use the services of the other Party including:
- (i) In any manner which interferes with the other Party’s Facilities (or those of its Suppliers), Equipment, Connection or network access thereto by other persons;
 - (ii) Contrary to reasonable instructions communicated by the other Party;
 - (iii) For any purpose or in any manner to avoid payment of Charges.

3.8 Each Party indemnifies and holds the other Party, its directors, officers, employees and Suppliers harmless from and against all losses, liabilities, damages of any type, and expenses arising from any act or omission of the Party, including, without limitation, any use of the Services for any purpose or in any manner contrary to this Agreement. Unless otherwise agreed to in writing, each Party shall be responsible for the use and compatibility of all equipment, software and/or services that it provides.

4. **FRAUDULENT CALLS AND ARTIFICIALLY INFLATED TRAFFIC**

4.1 Originating Party shall not withhold any payment to Terminating Party on the basis that Fraudulent Calls or Artificially Inflated Traffic comprised a portion of the Traffic. Originating Party shall be responsible for all charges associated with any Fraudulent Calls and Artificially Inflated Traffic. Both Parties shall work together to eliminate fraudulent calls.

4.2 It is Originating Party's sole responsibility to take immediate action to block any Fraudulent Calls and Artificially Inflated Traffic. For purposes of this Agreement, "**Fraudulent Calls**" shall include, but not be limited to, deliberate exploitation of systemic errors in either Party's routing system. For the purposes of this Agreement, "**Artificially Inflated Traffic**" means any activity which: (i) has the effect, intended effect or likely effect of preventing Terminating Party's billing system from capturing any necessary billing information (in relation to the conveyance of a call); (ii) causes incorrect billing by Terminating Party's billing system, or of an associated party; (iii) any situation where any person or entity is misled into making, receiving or prolonging calls; or (iv) is determined by Terminating Party, in its sole and absolute discretion, to be bad faith usage of the Services. In the event Fraudulent Calls and/or Artificially Inflated Traffic causes Terminating Party to be charged more by its terminating partners than the rate(s) quoted by Terminating Party to Originating Party, then in addition to Terminating Party's right to seek all remedies available to it at law or in equity, Terminating Party reserves the right to re-rate all such traffic at the higher termination rate for the destination(s) in question and Originating Party agrees to pay all such re-rated charges.

5. **RESALE OF SERVICES**

5.1 All Services are provided for resale to Originating Party's customers, end users or subscribers.

5.2 Originating Party is responsible for billing and collection from its customers, end users and subscribers including all taxes and fees.

5.3 Originating Party is responsible for obtaining and maintaining all licenses, approvals and other authorisations necessary for the resale of the Services.

6. **SUSPENSION OF SERVICES**

6.1 Terminating Party reserves the right to immediately suspend all or any part of the Services if:

- (i) Originating Party engages in activities that, in Terminating Party's sole discretion, may cause disruption or damage to Terminating Party's network or facilities including but not limited to the Equipment and Connection; or
- (ii) Terminating Party detects any suspected fraudulent use of the Services and/or Artificially Inflated Traffic whether directly or indirectly; or
- (iii) Either Party's account is inactive (passes no billable calls) for thirty (30) consecutive days; or
- (iv) A Party fails to provide appropriate documentation for legal, regulatory or administrative purposes within a reasonable time; or
- (v) Originating Party does not settle its invoices within the terms specified in this Agreement; or
- (vi) Originating Party exceeds its Credit Limit as defined in Clause 7.7; or

- (vii) UPC is unable to verify Customer background information and vice versa, subject to Clause 13.3; or
- (viii) In the event that Originating Party's pre-paid balance drops to US\$0 subject to Clause 8.4.

7. POST-PAID CUSTOMERS

- 7.1 Unless agreed otherwise, within 3 business days of the end of each week Terminating Party will send Originating Party an **Invoice** for the use of the Services ("**Usage Charges**") during the prior week ("**Billing Period**"). The Invoice will specify the Traffic terminated during the Billing Period for each Route and the total Charge due based on the prevailing Rates at the time of the calls.
- 7.2 Invoices shall be issued in United States Dollars.
- 7.3 Invoices shall be calculated starting at 00.01 GMT time each Monday morning and finishing 23:59 GMT time each Sunday evening ("**Billing Point**")
- 7.4 Electronic invoices shall be sent via email to the address in the Notification section of this Agreement. Paper invoices will not be issued, unless agreed otherwise in writing.
- 7.5 All Traffic will be rated based on call durations of one (1) second. All calculations and ratings of calls will be performed to the one thousandth of a cent (US\$ X.XXXXX). Final settlements will be rounded up in the final monthly invoice to the nearest whole cent (US\$ X.XX) for each destination.
- 7.6 Unless agreed otherwise in writing, Originating Party will pay each Invoice within 7 calendar days of receipt ("**Due Date**"). Payment shall be in the form of cleared funds in United States Dollars sent by electronic transfer to an account nominated by the Terminating Party in writing from time to time. Originating Party is responsible for all bank fees, charges and levies applied to fund transfers to Terminating Party and is responsible for ensuring the amount received in Terminating Party's account is the same as the full amount invoiced.
- 7.7 Terminating Party will at its sole discretion establish a credit limit for Originating Party ("**Credit Limit**"). Terminating Party may, at its sole discretion modify the Credit Limit. Terminating Party will notify Originating Party of the initial Credit Limit and any changes in writing. If the unpaid amounts invoiced (including any disputed calls subject to Clause 7.9) to Originating Party plus non-invoiced usage reaches or exceeds the Credit Limit, then Terminating Party at its sole discretion may suspend the Services. It is the Originating Party's responsibility to monitor their usage of the Service and to ensure that they do not breach the Credit Limit. At its option Terminating Party may notify Originating Party if Originating Party is approaching its Credit Limit. To ensure that the Credit Limit is not exceeded over a weekend or holiday, it is Originating Party's responsibility to make all interim payments so that cleared funds are in Terminating Party's account by the immediately preceding Thursday before 3pm London time.
- 7.8 If remittance is not made in full by the Due Date (except for amounts subject to a bona fide dispute and properly withheld in accordance with 7.9 above), Terminating Party shall have the right to suspend and then subject to 10.1(i) terminate the delivery of all or any part of the Services with at least one business day advance written notice or demand sent to the other Party via electronic mail until such time as remittance, including applicable interest calculated daily at a rate of LIBOR plus three per-cent per month is paid in full. Any payments received that are less than the total amount due will be applied first to interest and collection fees, then the oldest invoice(s) outstanding.
- 7.9 Notwithstanding anything to the contrary contained herein, if Originating Party disputes an invoice (e.g. Rates, Routes used or Traffic volumes), Originating Party must, in good faith, notify Terminating Party of the dispute within thirty (30) calendar days of the applicable Invoice date. Originating Party must provide documentation supporting its position. Originating Party must send all disputes via email to the

address contained in the Notifications section of this Agreement. Either Party may request additional information to facilitate the dispute's settlement. A dispute notification will not relieve Originating Party of its obligation to make/credit all undisputed Usage Charges, by the Due Date. The Parties must exercise reasonable efforts to resolve disputes within fifteen (15) calendar days of a dispute notice receipt. Originating Party's failure to contest an invoice properly or to contest it within thirty (30) calendar days of the applicable invoice date creates an irrefutable presumption of correctness of the invoice.

7.10 All Services under this Agreement are provided exclusive of any applicable local, or foreign taxes, duties, or charges imposed by any governmental authority, or as otherwise provided pursuant to this Agreement. Such taxes, duties, or charges shall be paid directly by Originating Party. All amounts payable by Originating Party under this Agreement shall be made without deduction or counterclaim and, except to the extent required by any law or regulation, shall be made free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental agency or authority. If Originating Party is required by any law or regulation to make any such deduction or withholding, Originating Party shall, together with the relevant payment, pay such additional amount as will ensure that Terminating Party actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Terminated Party may impose any governmental or regulatory fees on a retroactive basis.

8. PRE-PAID CUSTOMERS

8.1 Originating Party shall prepay Terminating Party for all Services via electronic fund transfer to a bank account specified by Terminating Party.

8.2 All transfers shall be in United States Dollars.

8.3 All banking charges relating to payments (including foreign currency or international transaction fees) shall be borne by Originating Party. Terminating Party will only credit to Originating Party's account the amount actually received by Terminating Party.

8.4 In the event the prepayment amount reaches US\$0, Services shall be automatically suspended. In such event, Terminating Party may reinstitute Services to Originating Party once the prepayment has been replenished. Any suspension or termination shall not relieve Originating Party of its obligation to pay any amounts due hereunder.

8.5 A prepayment replenishment shall be deemed valid only when such replenishment is in Terminating Party's account as cleared funds. Notwithstanding the foregoing, for weekend usage, it is the Originating Party's responsibility to ensure that the prepayment replenishment is in Terminating Party's account as cleared funds by the immediately preceding Thursday before 3pm London time.

8.6 Terminating Party may in its sole discretion require Originating Party to increase the prepayment in the event of any increase or anticipated increase in Services provided to Originating Party. Terminating Party may offset against the prepayment any amounts due by Originating Party that remain unpaid after expiration of any applicable notice or cure periods set forth herein.

8.7 Originating Party's initial prepayment of shall include a Program Set-Up Fee. Such Fee shall be waived so long as: (i) Originating Party's account is not suspended or terminated by Terminating Party during the first year from the date of Service activation; and (ii) Originating Party does not request a refund of any portion of its initial prepayment during the first year from the date of Service activation.

8.8 If Originating Party's account is inactive for a period of thirty (30) consecutive days, then Terminating Party reserves the right to expire the Originating Party's account and all Originating Party funds will

become the property of Terminating Party. Notification of expiration will be made prior to and on the day of the suspension of Services.

9. TERM

9.1 This Agreement shall become effective as of the date it is signed by an authorised officer of each Party, or, if the Parties sign it on different dates, the later date ("**Effective Date**").

9.2 This Agreement shall continue in effect for an initial term of 1 year ("**Initial Term**").

9.3 Following the Initial Term, this Agreement shall automatically renew for successive 1 year periods, unless terminated, at either any time, by either Party, upon not less than thirty (30) calendar days prior written notice to the other Party prior to the end of the date of renewal.

10. TERMINATION OF SERVICES

10.1 Either Party may terminate the Services:

- (i) if there is a default in the payment due by the other Party, and such default continues for a period of forty eight (48) hours after providing written notice of the default;
- (ii) if there is a default of a material obligation under this Agreement and such default continues for a period of thirty (30) calendar days after written notice to the defaulting Party;
- (iii) if a Party becomes bankrupt or insolvent, or becomes subject to legal process relating to bankruptcy or insolvency; or
- (iv) Either Party exceeds its Credit Limit subject to Clause 7.7; or
- (v) Either Party is unable to verify the other Party's background information subject to Clause 13.3; or
- (vi) as otherwise set out in this Agreement.

10.2 Upon termination of any Services, all Charges shall become immediately due and payable and will, at such time, be subject to the Late Payment Charge, as defined below. Termination of the Services will not relieve the Customer from any liability, including amounts owed, accrued prior to or at the time that such termination becomes effective.

10.3 Upon termination the following clauses of this Agreement shall remain in force: 3.8, 4.1, 5.2, 5.3, 7.8, 12, 15, 17, 18, 19, 23, 24, 28, 29.

11. OPERATIONS AND MAINTENANCE

11.1 Both parties will, where possible, provide seven (7) calendar days notice to the other party of planned maintenance of its Equipment, Connection and Facilities, where in the reasonable assessment of the Party performing such maintenance it may render all or part of that party's Equipment, Connection or

Facilities, or the Service may become wholly or partially unavailable to the other Party or may impact the Equipment, Facilities or Connection of the other Party.

- 11.2 Such technical notices shall be sent to the other Party using the email address specified in the Notices section of this agreement. Each notification shall include the date of the expected outage, the duration and a summary of the expected impact of the maintenance.
- 11.3 In the event that a Party is unable to provide notice to the other Party at 7 calendar days notice, then they will provide notice to the other Party as soon as practically possible.
- 11.4 At no time shall maintenance or provisioning activity be carried out by one Party on equipment provided, owned or operated by the other Party without that Party's prior written consent.
- 11.5 The Parties shall comply with all reasonable requests for access when one Party requires access to the other Party's site in order to maintain equipment or provide Services to the levels agreed.

12. CONFIDENTIALITY

- 12.1 Unless the other Party consents in writing or disclosure is pursuant to a competent legal entity within the jurisdiction of the disclosing Party, all information provided by one Party to the other with respect to the services or this Agreement other than information already made available to the public, shall be kept confidential and shall not be disclosed to anyone other than:
 - (i) a person who, in the reasonable opinion of the one Party, is the other Party's agent;
 - (ii) another telecommunications company, for the efficient and cost-effective provision of telecommunications services;
 - (iii) a person or company involved in supplying either Party with telecommunications or telephone directory related services;
 - (iv) either Party's agent or consultants retained in the collection of account provided the information is required for such purpose and such person, telecommunications company, directory company, agents or consultants agree to be bound by the provisions of this Clause 12 or substantially similar obligations; or
 - (v) a person or company to whom or which disclosure may otherwise be necessary to enable the provision of services; provided that the information is required for such purpose specified in clauses (i) through (iii) hereof and such person, telecommunications company, directory company, agents or consultants agree to be bound by the provisions of this Clause 12 or substantially similar obligations. Information of and relating to the Charges shall be kept confidential and information which identifies the end-user, including the Services utilized by such end-user and the charges shall be kept confidential.
- 12.2 Except as provided above, neither Party shall publicize or disclose the subject matter of this Agreement not the nature of the Services provided hereunder without the prior consent of the other Party.

13. CREDIT AND BACKGROUND CHECKS

- 13.1 Both Parties understand and agree that the commencement of use of the Service is subject to completion to satisfaction such credit, background and know your customer checks as may reasonably be required.
- 13.2 Either Party may perform such credit checks, background and know your customer checks on the Other Party as it may reasonably require from time to time.
- 13.3 Both Party's reserve the right to suspend and/or terminate Services at any time in the event a Party determines, in its sole discretion, that it cannot verify the other Party's background or know your customer information.
- 13.4 The agreed credit limit for the agreement is USD 5,000 (Five Thousand Dollars).

14. TRADEMARKS

- 14.1 Each Party agrees not to display or use any of the other Party's trade names, service marks, brands or trademarks and shall not permit the same to be displayed or used by third parties, unless otherwise consented to in writing by the other Party.
- 14.2 It is expressly understood by both Parties that trade names, service marks, brands and trademarks of one Party are proprietary to that Party and that nothing in this Agreement constitutes the grant of any license or right to use such trade names, service marks, brands or trademarks.

15. WAIVER OF LIABILITY

- 15.1 NEITHER PARTY IS LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES, OR ANY OTHER PERSON, FIRM OR ENTITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF FORESEEABLE, ARISING OUT OF ANY MISTAKE, ACCIDENT, ERROR, OMISSION, INTERRUPTION, OR DEFECT IN TRANSMISSION, OR DELAY ARISING OUT OF OR RELATING TO THE SERVICES OR THE OBLIGATIONS OF EACH PARTY PURSUANT TO THIS AGREEMENT AND ANY EXHIBITS OR SCHEDULES TO IT INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO PROVIDE TIMELY, ACCURATELY PROVISION, OR INSTALL ANY PORTION OF THE SERVICES, OR CONDITIONS WHICH MAY RESULT FROM ACTIONS OF REGULATORY OR JUDICIAL AUTHORITIES.

16. WARRANTIES

- 16.1 All Services are offered on a commercially reasonable basis only and are provided without warranty or guarantee.
- 16.2 Each Party shall use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided shall be consistent with other common carrier industry standards, government regulations and sound business practices. Neither Party makes any other warranties about the services provided hereunder, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

17. FORCE MAJEURE

- 17.1 Neither Party shall be liable for its delay of performance or its failure to perform hereunder, except for the obligation to make payments when due, owing to causes beyond its control, including, but not limited to: acts of God; fire, flood, or other catastrophes; act of government (including failure to issue, maintain or renew required approvals or licenses); national emergencies, insurrections, riots, wars; or industrial

disputes of third parties. In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. If the provision of a service is suspended by one or more of the foregoing occurrences, the then current Service term of the corresponding Service Order shall be extended by a period at least equal to the suspension. Should the suspension of obligations due to force majeure exceed a period of sixty (60) consecutive days, either Party may terminate the affected service by sending notice to the other Party without indemnity or penalty.

18. NOTICES

18.1 Unless otherwise specifically proved herein, any notice required by this Agreement is effective and deemed delivered

- (i) three (3) business days after posting by certified mail, return receipt requested, properly addressed and with the correct postage or
- (ii) one (1) business day after pick up by the courier service when sent by overnight courier,
- (iii) or upon receipt when sent by electronic mail.

18.2 Notices will be sent to the addresses set forth below, unless either Party notifies the other of an address/number change in writing:

Notices to UPC	Notices to CUSTOMER
<p><u>Legal Notices:</u> Legal Counsel (Notices) Universal Phone Company (Pty) Ltd 144 Western Service Road, Woodmead Guateng 2192 Republic of South Africa</p> <p>With Copy to the following email address: Copy to the following email address: mike@universalphone.co.za</p>	<p><u>Legal Notices:</u></p>
<p>Invoice / billing Notices: billing@universalphone.co.za</p> <p>Rate / Route Notices: rates@universalphone.co.za</p>	<p>Invoice / billing Notices:</p> <p>Rate / Route Notices:</p> <p>Technology / Operations Notices:</p>

Technology / Operations Notices: support@universalphone.co.za	
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19. AMENDMENT

19.1 This Agreement and/or the Schedule(s) may not be amended except in writing, signed by both Parties. No modification or amendment to this Agreement and/or the Schedule (s) is caused by the acknowledgement or acceptance by either Party of any purchase order, sales acknowledgement or other similar form from the other Party.

20. REPRESENTATION OF AUTHORITY

20.1 Each Party represents and warrants to the other that the signing and delivery of this Agreement and the performance of the Party's obligations under this Agreement have been duly authorised and that the Agreement is a valid and legal agreement that is binding on the Parties and enforceable in accordance with its terms.

21. FURTHER ASSURANCES

21.1 Each Party shall meet its own costs relating to the preparation and execution of this Agreement.

21.2 The Parties will, at their own costs and expense, execute and deliver any other documents and instruments and will take any other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

22. GOVERNING LAW

22.1 This Agreement is in all respects governed by the laws of the Republic of South Africa. Any disputes that may arise under this Agreement will be resolved in the Courts of the Republic of South Africa,

23. ARBITRATION

23.1 If any controversy regarding this Agreement between the Parties arises that cannot be agreed on, the Parties to this Agreement agree to binding arbitration under the commercial arbitration rules of the London Court Of International Arbitration using a single arbitrator in London and this arbitrator may award legal fees, except costs to the prevailing Party. Arbitration will be in the English language.

24. ASSIGNMENT

24.1 This Agreement is binding upon and inures to the benefit of the Parties to this Agreement, and their respective successors and assigns. Neither Party will voluntarily nor by operation of law, assign, transfer, license or otherwise transfer all or any part of its rights, duties or other interests in this Agreement or the proceeds from this Agreement ("Assignment") without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed. Any attempt to make an Assignment in violation of this provision is null and void. Either Party's failure to comply with the Assignment provisions, as contained in this paragraph, will give the other Party, at its sole discretion,

the option to either accept the breaching Party's assignee or terminate this Agreement. No Assignment will release either Party from its obligations under this Agreement.

25. ENTIRE AGREEMENT

25.1 This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties and covenants and all inducements to the making of this Agreement relied on by either Party to this Agreement, whether written or oral, and embodies the Parties' complete and entire agreement with respect to the subject matter of this Agreement. No statement or agreement, oral or written, made before the signing of this Agreement will vary or modify the written terms of this Agreement.

26. NO PARTNERSHIP

26.1 The Parties to this Agreement are independent contractors. Neither Party is an agent or representative of the other Party. Nothing in this Agreement shall be deemed to create a partnership, joint venture or other relationship other than a vendor customer relationship but without underlying international mercantile law.

27. WAIVER AND SEVERABILITY

27.1 The failure of either Party to give notice of default or to enforce compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, will not constitute a permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions will remain at all times in full force and effect until modified by both Parties in writing.

27.2 If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Clause 22, applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for the invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.

28. COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

Universal Phone Company (Pty) Ltd
(by its authorised representative)

(by its authorised representative)

Signature: _____

Signature: _____

Print Name: Michael Cheek

Print Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

Schedule A: Contact and Bank Information

UPC Information	
Company information	
Company name	Universal Phone Company
Address	144 Western Service Road
Address	Woodmead
City	Sandton
State/Province	Gauteng
Country	South Africa
Website	
Notices Email	mike@universalphone.co.za
Time Zone	GMT +2
Rates Contact	
Contact name	Mike Cheek
Phone Number	+27 82 889 4234
Email Address	rates@universalphone.co.za
Billing Contact	
Contact name	Billing Dept
Phone Number	+27 82 8866461
Fax Number	
Email Address	billing@universalphone.co.za
Commercial Contact	
Contact name	Mike Cheek
Phone Number	+27 82 889 4234
Email Address	mike@universalphone.co.za
Provisioning information	
Contact name	Paul Hirschfield
Phone Number	+27 83 339 6666
Email Address	support@universalphone.co.za
Network Operations Centre	
Contact name	NOC
Phone Number	Skype ID: Kona- NOC
Email Address	support@universalphone.co.za
Banking Information	
Name of Bank	First National Bank
IBAN Number	
SWIFT Code	FIRNZAJJXXX
Account Number	62090823933
Sort Code	254005
Address of Bank	Randburg Branch, Johannesburg

Customer Information	
Company information	
Company name	
Address	
Address	
City	
State/Province	
Country	
Website	
Notices Email	
Time Zone	GMT
Rates Contact	
Contact name	
Phone Number	
Email Address	
Billing Contact	
Contact name	
Phone Number	
Fax Number	
Email Address	
Commercial Contact	
Contact name	
Phone Number	
Email Address	
Provisioning information	
Contact name	
Phone Number	
Email Address	
Network Operations Centre	
Contact name	
Phone Number	
Email Address	
Banking Information	
Name of Bank	
IBAN Number	
SWIFT Code	
Account Number	
Sort Code	
Address of Bank	