

RECIPROCAL CARRIER SERVICE AGREEMENT

This Service Agreement (this “Agreement”) is made as of the <2009/ / > (the “Effective Date”), between M/s. < _____ >
(hereinafter referred to as “Customer”), having its registered office at < _____ >
< _____ >,
which includes its legal heirs, successors and assigns of the one part;

AND

VoiZar MFZ LLC. (hereinafter referred to as “VOIZAR”) having its registered office at RAKIA Media Free Trade Zone, Ras Al Khaimah, UAE (United Arab Emirates), which includes its legal heirs, successors and assigns of the other part

VOIZAR and Customer are collectively referred to herein as the “Parties” and individually as “Party”

Whereas;

- A. VOIZAR desires to provide and Customer agrees to purchase telecommunications services between location(s) and the outbound termination points identified on Schedule 1 attached hereto and incorporated herein by reference; and
- B. Customer desires to provide and VOIZAR desires to purchase telecommunications services between VOIZAR 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:

1. DESCRIPTION OF SERVICES

- 1.1 VOIZAR shall provide Customer value-added telephony call routing services (hereafter referred to as “the Services”) as described in Schedule 1, and Customer shall purchase such Services subject to the terms and conditions of this Agreement.
- 1.2 Customer agrees to pay VOIZAR the rates for provision of Services (“Rates”) to the various destinations as set forth in Schedule 2. Customer agrees that the Rates and destinations are subject to change by VOIZAR from time to time on five (5) days prior written notice, or as per the terms of Agreement between VOIZAR and its source Provider. Acceptable methods of notice include email and/or confirmed fax. CUSTOMER agrees to confirm in writing any rate change notice received from VOIZAR hereunder, if confirmation not received within 48 hours, the rate change is considered to be accepted from the CUSTOMER. VOIZAR shall send to the Customer soft copy of the invoices to the Customer’s e-mail, and/or thereafter the original invoice by post.



(a) Initials (VoiZar):

(b) Initials (Customer): _____



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- 1.3 Customer shall provide VOIZAR value-added telephony call routing services...
1.4 VOIZAR agrees to pay Customer the rates for provision of Services...
1.5 The Rates do not include any other call conveyance charges whatsoever...
1.6 Currency. All amounts specified herein are in US dollars...
1.7 Additional services may be added to this Agreement...
1.8 Commencement of Service. Service will be deemed to have commenced hereunder...

2. FEES AND INVOICING

- 2.1 Parties will invoice for Services provided on seven (7) days basis...
2.2 Undisputed Fees and invoice charges shall be due and payable in US dollars...
2.3 Each Party may require the other to submit a deposit in the form of cash deposit...
2.4 Adjustments. CUSTOMER shall notify VOIZAR of any disputed amounts...



(a) Initials (VoiZar):

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- 2.5 CUSTOMER agrees to pay all disputed/undisputed charges based on the individual usage at the rates set above in Schedule 2, from time to time, (the “Usage Charges”) for as long as this Agreement is in effect.
- 2.6 If the Party disputes in good faith any invoices, within the given time frame of receipt of such disputed invoices/call detail records (“dispute notification period”) it shall submit written notice to the other, identifying the minutes and or rates which are in dispute.
- 2.7 The Parties will use reasonable endeavors to resolve any dispute notified under clause 2.5. If they are unable to do so within fifteen (15) days (or such other period as the Parties may agree) after the expiry of the dispute notification period, the dispute shall be referred to arbitration in accordance with clause 10.15.
- 2.8 VOIZAR shall be entitled, in its sole discretion, to offset any amounts owed by the CUSTOMER (or any of its affiliates) to VOIZAR (or any of its affiliates), pursuant to this Agreement or any other agreements between the parties (or any of their affiliates), against any amounts payable by VOIZAR (or any of its affiliates), to the CUSTOMER (or any of its affiliates).

3. OPERATIONAL AND COMMERCIAL MATTERS

- 3.1 Equipment. Each Party may provide the necessary facilities (“Equipment”) specified in Schedule 1 & 3.
- 3.2 The cost of connection between VOIZAR and Customer will be allocated as provided in Schedule 1 and Schedule 3.
- 3.3 Parties shall obtain and maintain at its own expense all relevant licenses, permits, waivers or whatsoever necessary to operate and provide telecommunications services and shall ensure that it complies with all relevant laws and obligations in accordance with the regulatory authority in the country in which it operates.
- 3.4 The Parties shall coordinate the management of their respective telecommunications infrastructures with each Party being responsible for providing and operating at its own expenses its respective telecommunications infrastructure, including networks.
- 3.5 The Parties agrees that each Party maybe required to temporarily suspend its Services for the purposes of repair, maintenance or improvement of any equipment. Where possible, each Party shall provide five (5) days advance written notice to the other Party of such suspension, until and unless in case of an emergency or downtime otherwise defined as special case(s).
- 3.6 The Rates are computed in 1-second increments with a minimum of 1 second per call. Charge computation shall be based on data recorded in VOIZAR’s system.
- 3.7 Loopback Calls. Each Party shall indemnify, defend, and hold harmless the other Party for and against all costs, expenses, losses, damages, claims and actions of any kind arising from or related to any “looping” of calls back to the other Party (i.e., any customer traffic that is routed by the provider, but ultimately returned to provider or customer). In the event that any looping occurs,

(a) Initials (VoiZar):



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the Party will identify the loop and, at the other Party’s sole option, either remove the carrier in question from the Party’s routing or block the incoming traffic on a trunk group level by incoming exclusion. Once the looping problem has been resolved, the Party will restore routing and notify the other Party of the actions that have been taken.

- 3.8 Fraudulent Use of the Service. CUSTOMER understands that VOIZAR may have no ability to prevent fraudulent use of the Service by third parties, and therefore, as between the parties hereto, CUSTOMER shall be solely responsible hereunder for protecting against fraudulent use of that Service. Further, CUSTOMER shall be responsible for paying for all usage of the Service hereunder, whether such usage was fraudulent or otherwise, unless such fraudulent usage results directly from VOIZAR’s negligence or willful misconduct.
- 3.9 Indemnification. Each Party will indemnify, defend, and hold harmless the other Party against all loss, damage or expense of any kind, including attorneys’ fees and costs of litigation, arising from claims of a third party (including claims, assertions and investigations of a governmental agency), which claims arise in whole or part from (i) the negligence or willful misconduct of such Party, its employees, or agents, or (ii) the breach of an obligation of such Party under this Agreement. In the event a Party becomes aware of a claim described in this section for which it may seek indemnification (the “Indemnified Party”), the Indemnified Party will promptly give the other Party (the “Indemnifying Party”) notice of the claim and permit the Indemnifying Party to assume the defense of the claim. The Indemnified Party will cooperate fully in defense of the claim, and the Indemnifying Party will pay the Indemnified Party’s costs and expenses as incurred. The Indemnifying Party will have no liability under this section unless the Indemnified Party has complied with its obligations under this section.

4. COMPLIANCE

- 4.1 Customer represents and warrants, to the best of its knowledge that it has and will maintain all required state and federal licenses, if any, to carry out the activities it undertakes herein.
- 4.2 Customer agrees that in the event that any federal or state government or regulatory or enforcement agency enacts any applicable law, promulgates any applicable regulation, or notifies VOIZAR that it believes Customer is not in compliance with any law or regulation governing the Services, VOIZAR shall have the right to terminate this Agreement upon ten (10) days prior written notice to the Customer. In the event of such termination, Customer shall pay the Rates for any Services rendered through the date of termination.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

- 5.1 Customer acknowledges and agrees that all rights, title, and interest in and to VOIZAR Services and all intellectual property rights related to or used in conjunction with any computer hardware, router or software supplied or provided by VOIZAR and used by or on behalf of Customer in connection with the Services (“the Intellectual Property Rights”) therein, are and shall remain the sole and exclusive property of VOIZAR.



(a) Initials (VoiZar):

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6. CONFIDENTIAL INFORMATION

- 6.1 “Confidential Information” means business or technical information of either Party (including but not limited to information relating to either Party’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how) that is designated by either Party as “confidential” or “proprietary”. Confidential Information shall be marked “Confidential” or with a comparable legend in case of disclosure thereof in written, graphic, machine readable or other tangible form (or if disclosed orally, shall be identified as Confidential Information at the time of disclosure and followed within ten days with a written description and marked as “confidential” or a comparable legend). Notwithstanding the foregoing, (a) the terms and conditions of this Agreement, and (b) all software that each Party provides to the other in any router or equipment shall be treated as Confidential Information even if not designated as “confidential” or “proprietary”.
- 6.2 Each Party agrees that it will: (a) not disclose Confidential Information to any third party, or use the Confidential Information disclosed to it by the other Party except as contemplated by this Agreement; and (b) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, each Party may disclose Confidential Information to its employees, affiliates and/or contractors who have entered into a nondisclosure agreement, the terms of which are at least as restrictive as those contained herein.
- 6.3 Confidential Information will not include information that (a) is in or enters the public domain without breach of this Agreement; (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving Party knew prior to receiving such information from the disclosing Party; (d) the receiving Party develops independently without use of the disclosing Party’s Confidential Information; or (e) is disclosed pursuant to any judicial or governmental order or request, provided the recipient takes reasonable steps to give the disclosing Party sufficient notice to contest such order or request.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants that; (a) it is a duly organized entity, validly existing and in good standing under applicable law and it has the power and authority to enter into and fully perform its obligations under this Agreement; (b) it has obtained and will maintain all necessary permits, consents, authorizations, approvals, registrations, waivers, releases, clearances or licenses of any third party for it to perform its obligations under this Agreement; and (c) it shall comply with all applicable laws, statutes, regulations, orders, directions, standards and notices issued by the competent authority which has jurisdiction over the Parties or the subject matter of this Agreement.
- 7.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS CLAUSE, NEITHER PARTY (NOR THEIR NETWORK/APPLICATION SERVICES PROVIDER) MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, THE INTERNET TELEPHONY



(a) Initials (VoiZar):

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NETWORK OR OTHER PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, AND RELIABILITY, OR THOSE ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. PARTIES SPECIFICALLY MAKES NO WARRANTY WITH RESPECT TO SOFTWARE, TECHNOLOGY, EQUIPMENT OR SERVICE (COLLECTIVELY, "SOFTWARE") PROVIDED OR USED HEREUNDER AND DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES PROVIDED TO THE OTHER OR USED HEREUNDER IS ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR PROVIDE SECURE OPERATION.

8. LIMITATIONS OF LIABILITY.

8.1 EXCEPT FOR LIABILITY ARISING UNDER CLAUSE 6 (CONFIDENTIALITY), EACH PARTY (AND EACH PARTY'S NETWORK SERVICES SUPPLIERS) SHALL IN NO EVENT BE LIABLE TO OTHER PARTY FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF DATA, PROFITS, REVENUE OR GOODWILL; BUSINESS INTERRUPTION; REPLACEMENT COSTS ETC.) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICES PROVIDED HEREUNDER, OR RELATING TO THE BLOCKING OF EMERGENCY/911 CALLS, WHETHER BASED ON WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER OR NOT PARTY HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. PARTY'S NETWORK SERVICES SUPPLIER WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF PARTY'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PARTY'S NETWORK SERVICES SUPPLIER'S NEGLIGENCE.

9. TERM AND TERMINATION

9.1 The term of this Agreement will begin on the Effective Date and will continue for a period of one (1) year, unless terminated earlier in accordance with this clause. This Agreement will automatically renew for successive one (1) year periods thereafter unless at least thirty (30) days prior to the end of the applicable term a Party provides written notice to the other of its intention to terminate this Agreement.

9.2 Notwithstanding anything herein to the contrary, either Party may terminate or suspend this Agreement or provision of Services hereunder effective immediately and without liability upon written notice to the other Party if the other Party (i) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (ii) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed; or (iii) is adjudged a bankrupt.



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- 9.3 If either Party fails to perform or breaches any material obligation of this Agreement, then upon thirty (30) days’ prior written notice to the breaching Party specifying the default (the “Default Notice”), the non-breaching Party, at its option, may terminate or suspend this Agreement, without liability, unless the breach specified in the Default Notice has been cured within the thirty (30) day period.
- 9.4 Effect of Expiration or Termination.
 - a. Upon termination or expiration, each Party shall pay the other any unpaid amount (disputed or undisputed as per the clause overning the same). Expiration or termination of this Agreement shall not affect the rights of a Party accrued up to the date of termination.
 - b. Upon expiration or termination of this Agreement, each Party (receiving Party) shall immediately return to the other Party (disclosing Party) (or at the disclosing Party’s request, destroy) all copies of the disclosing Party’s Confidential Information in the receiving Party’s possession or control, and an officer of the receiving Party shall certify to the disclosing Party in writing that the receiving Party has done so.
 - c. The rights and obligations of the Parties contained in clauses pertaining to Fees and Invoicing, Ownership of Intellectual Property, Confidential Information, Representations and Warranties, Indemnities and Limitations of Liability, Effect of Expiration or Termination, and General Provisions shall survive the termination or expiration of this Agreement.
 - d. Notwithstanding the above provisions in clause 9, VOIZAR may terminate this agreement, then upon five (5) days’ prior written notice, if VOIZAR determines that the performance of the Customer is not accordance with the provisions of this agreement.

10. GENERAL PROVISIONS.

- 10.1 Assignment. This Agreement shall bind the Parties and ensure to the benefit of each Party’s permitted successors and assigns. Neither Party shall assign this Agreement, in whole or in part, without the other Party’s prior written consent. Any attempt to assign this Agreement without consent as specified in this Clause will be null and void.
- 10.2 Governing Law.
 - a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and all federal laws of Canada applicable therein, without reference to conflicts of laws principles. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Ontario courts provided that if a Service is subject to an alternative governing law provision set forth in an applicable tariff, then such alternative governing law provision shall apply to such Service.
 - b. Nothing herein shall be interpreted to prevent a party from instituting legal proceedings with respect to matters or disputes arising hereunder. Each party shall be entitled to seek interim, interlocutory or permanent injunctive relief from any court of competent jurisdiction.



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c. Each party has expressly requested of the other that the Agreement and all documents, appendices and notices be drafted in the English language.

10.3 Arbitration.

a. Any dispute relating to this Agreement or its subject matter--including disputes as to validity, performance, breach, or termination--which cannot be settled by negotiation, shall be resolved exclusively by binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Rules") as in force on the date of commencement of arbitration, and as modified by this Arbitration Clause. Claims alleging violations of the telecommunications laws of the United States of America, however, shall be brought solely before the FCC. ADR Associates, located at 1666 Connecticut Avenue, Washington, D.C. 20009, telephone (202) 332-0490 extension 314 ("ADR Associates"), shall serve as both the appointing authority and the administering body under the UNCITRAL Rules. ADR Associates shall appoint a single arbitrator of a nationality other than the nationalities of the parties. All arbitration proceedings shall be conducted in English. The place of arbitration shall be Bermuda. Neither the parties, nor the arbitrator, nor ADR Associates shall disclose the existence, content, or results of any arbitration except with the prior written consent of both parties. The law governing the arbitration proceedings shall be the Bermuda International Conciliation and Arbitration Act of 1993. The arbitrator shall abide by the rules of Ethics for International Arbitrators established by the International Bar Association. The arbitrator's authority to grant relief is subject to the terms of this Arbitration Clause, the terms of this Agreement, and the law governing this Agreement. The arbitrator shall have no authority to award exemplary, punitive, or treble damages. Each party shall pay one half the costs of the arbitration (as defined in Article 38, UNCITRAL Rules), except that each party shall pay the expenses it incurs for its own legal representation and assistance. Judgment on the award may be entered in any court of Canada or elsewhere of competent jurisdiction. The post-award proceedings shall be governed by the Convention on Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the New York Convention).

b. Each of the Parties waives all provisions under any applicable law which would give a right to appeal the arbitral award, so that there shall be no other authority which has the power to retry the dispute or vary the arbitral award.

10.4 Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties and the remainder of this Agreement shall remain in full force and effect.

10.5 Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered; sent by confirmed facsimile transmission; sent by certified or registered mail, postage prepaid and a return receipt requested; or sent by a nationally-recognized express courier, return receipt requested, to the address shown below or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this clause.

10.6 No Agency. The Parties to this Agreement are independent contractors and nothing in this Agreement will be construed as creating or implying a partnership, joint venture, employment, franchise, agency, or any other form of legal association (other than as expressly set forth herein)



(a) Initials (VoiZar):

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RECIPROCAL CARRIER SERVICE AGREEMENT

between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

- 10.7 Non-exclusivity. Notwithstanding anything herein contained, this Agreement shall be non-exclusive and either Party may at its option enter into similar agreements with any other Party.
- 10.8 Waiver. Failure by either Party, at any time, to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement, nor shall it affect any breach or the effectiveness of this Agreement or any part hereof, or prejudice either Party with respect to any action. A waiver of any right accruing to either Party pursuant to this Agreement shall not be effective unless given in writing.
- 10.9 Entire Agreement. This Agreement and its Schedule(s) constitutes the complete and entire agreement and understanding between the Parties and supersedes all prior agreements, understandings and memoranda, written or oral, between the Parties concerning the subject matter hereof. No amendments or supplements to this Agreement will be effective for any purpose except by a written agreement signed by both Parties.
- 10.10 Rights and Remedies Cumulative. The rights and remedies provided herein will be cumulative and not exclusive of any other rights or remedies provided by law or otherwise.
- 10.11 Compliance with Law. Each Party agrees to comply with all applicable international, national, state, regional and local laws, rules, and regulations in performing its duties hereunder.
- 10.12 Captions. The captions to clauses of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement.
- 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.14 Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any act, omission, delay, failure in performance or interruption of Service, resulting directly or indirectly from acts of God, acts of civil or military authorities, riots or civil disturbances, wars, strikes or other labor disputes, acts of third parties, vandalism, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes, or any request of any government having or claiming jurisdiction over VOIZAR or any other occurrences which are beyond such Party's reasonable control, whether or not the condition was foreseeable. Nothing shall excuse a Party's obligation to make any payment due hereunder.
- 10.15 For the purpose of this Agreement, an event of force majeure shall include but not be limited to the passing or issuance of any law, order, regulation, direction or codes of practice of any Government, governmental agency or any regulatory authority or any public telecommunications operator, regulator or similar authorities.
- 10.16 Survival. The obligations of a Party to pay charges incurred under Clause 2 (Fees, Rates, Settlements, Taxes) of this Agreement and the covenants and agreements of the Parties contained



(a) Initials (VoiZar):

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in Clause 8 (Limitation of Liability), 3.9 (Indemnification), and 6 (Confidential Information) of this Agreement shall survive any termination of this Agreement.

10.17 Injunctive Relief. It is hereby expressly acknowledged by each Party that the disclosure or potential disclosure of Confidential Information of the other Party, or the infringement of an intellectual property right of the other Party, will cause immediate and irreparable injury and that preliminary and permanent injunctive relief would be appropriate in the event of such a breach. Accordingly, the Arbitrators shall have the power to grant injunctive relief to prevent such serious irreparable harm or injury to a Party or to others.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

M/s. VOIZAR MFZ LLC.

M/s. _____



Signatures : _____
 Name : Mr. Afghan, Seyyed Yasha Ullah N.K.
 Title : Director Business Management
 VOIZAR's Stamp:

By : _____
 Name : _____
 Title : _____
 Customer's Stamp:



(a) Initials (VoiZar):

(b) Initials (Customer): _____

SCHEDULE 1

[A]. VOIZAR INFORMATION :

Company : VoiZar MFZ LLC.
Address : Government House Square, C-2246, Burj 2000,
City : Sharjah,
Country : U.A.E.
Contact Person : Mr. Afghan, S. Yasha Ullah N.K. or Mr. Maroof Ayub
Cell 1 : +971-50-92 97428
Cell 2 : +92-300-82 94486
Phone : +971-6-56 38801
Fax : +971-6-56 38802
E-mail : afgan@voizar.com

[B] SERVICES PROVIDED BY VOIZAR TO CUSTOMER

1. VOIZAR shall route Customer's traffic terminating to the destinations and at the rates stated in Schedule 2, as modified from time to time.
2. The point of connection with Customer for the provision of Services by VOIZAR shall be at VOIP-INTER-CONNECT ("the interconnection location") and the cost of connection shall be borne by N/A.
3. VOIZAR would provision for <NIL> million minutes a month in its network of traffic from the Customer. (1E1 = 20k MINUTES/E1 if ASR;ACD maintained by VOIZAR)
4. Incase the traffic is less than the forecast, then the Customer would be liable to pay US \$ <NIL> as compensation to VOIZAR to cover its costs that it incurred to cater to forecasted traffic.
5. Call Display Records ("CDRs") will be provided to the CUSTOMER through web access. Incase of such service not available, CDRS will be sent on weekly basis upon request from the CUSTOMER.



(a) Initials (VoiZar):

(b) Initials (Customer): _____

[C] VOIZAR PAYMENT DETAILS

1. **Deposit (see section 2.4)**

* Deposit = NIL

* Credit = \$USD. 25,000/-

* Invoice = VoiZar will generate a Commercial Invoice on Weekly basis on every Monday of the week.

[D] VOIZAR WIRE INSTRUCTIONS :

Company Information:

Company Name : VOIZAR MFZ-LLC

Company Address : RAKIA Media Free Trade Zone
Ras Al Khaimah, UAE (United Arab Emirates)

Telephone No. : +971 50 985 0051

Bank Information:

Beneficiary : Voizar MFZ-LLC

Beneficiary Bank : HSBC Bank Middle East Limited

Address : PO Box 66, Dubai, UAE

Branch# : Bur Dubai Branch

Swift Code : BBMEAEAD

(\$USD) Account# : 021570411100



(a) Initials (VoiZar):

(b) Initials (Customer): _____

SCHEDULE 2

VOIZAR Standard Rate Table

Billing based on 1-second increments, 1 second minimum (per second billing), unless otherwise specified by **VOIZAR** in advance.

All rates are in US dollars, per minute and subject to change.

All pricing information is confidential and proprietary information of **VOIZAR**.

Destination Country Code, City Code	Rate in USD/minute (Minimum billing period is 1 second)



(a) Initials (VoiZar):

(b) Initials (Customer): _____

SCHEDULE 3

[A]. CUSTOMER INFORMATION :

Company :
 Address :
 City :
 Country :
 Contact Person :
 Phone :
 Fax :
 Mobile :
 E-mail :

[B] SERVICES PROVIDED BY CUSTOMER TO VOIZAR

1. CUSTOMER shall route VOIZAR traffic terminating to the destinations and at the rates stated in Schedule 2, as modified from time to time.
2. The point of connection with VOIZAR for the provision of Services by CUSTOMER shall be at VOIP-INTER-CONNECT (“the interconnection location”) and the cost of connection shall be borne by N/A
3. CUSTOMER would provision for <NIL> million minutes a month in its network of traffic from the VOIZAR. (1E1 = 20k MINUTES/E1 if ASR;ACD maintained by CUSTOMER)
4. Call Display Records (“CDRs”) will be provided to the VOIZAR through web access. In case of such service not available, CDRS will be sent on weekly basis upon request from VOIZAR.



(a) Initials (VoiZar):

(b) Initials (Customer): _____

[C] CUSTOMER PAYMENT DETAILS

1. **Deposit (see section 2.4)**

* Deposit = NIL

* Credit = \$USD. 0.0/-

* Invoice = Customer will generate a Commercial Invoice on Weekly basis on every Monday of the week.

[D] CUSTOMER WIRE INSTRUCTIONS :

Beneficiary Name:

Beneficiary Address:

Beneficiary Acct. No.:

Bank Name:

Bank Address:

Bank Tel:

Bank Fax:

Routing No./ABA No.:



(a) Initials (VoiZar):

(b) Initials (Customer): _____

SCHEDULE 4

CUSTOMER Standard Rate Table

Billing based on 1-second increments, 1 second minimum (per second billing), unless otherwise specified by **CUSTOMER** in advance.

All rates are in US dollars, per minute and subject to change.

All pricing information is confidential and proprietary information of **CUSTOMER**

Destination Country Code, City Code	Rate in USD/minute (Minimum billing period is 1 second)
+ XX - XXX (Fixed Line)	0.0
+ XX - XXX (Mobile Number)	0.0

City	Area Code		City	Area Code		City	Area Code



(a) Initials (VoiZar):

(b) Initials (Customer): _____

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LEVEL 02

Contact	Hazem Kreitem	
Title	Support Engineer	
Business Phone	+962796789125	
Mobile Phone	+962796789125	
Fax number		
E-mail	support@VOIZAR.com	
MSN Messenger	support@VOIZAR.com	

LEVEL 03

Contact	Ms. Rabia H Ahmed	
Title	Director Business Development	
Business Phone	+1 416 235 1111	
Mobile Phone	+ 1 416 258 1042	
Fax number	N/A	
E-mail	rabia@voizar.com	
MSN Messenger	sales@voizar.com	



(a) Initials (VoiZar):

(b) Initials (Customer): _____