

Reference Interconnection Offer

Legal Framework

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This Agreement is made this _____ day of _____, 20[XX]

BETWEEN

- A) **Service Taker**, a company duly incorporated and existing under the laws of Guyana, having its principal place of business at (“**TELCO**”); and
- B) U-Mobile (Cellular) Inc., a Guyana corporation duly incorporated and existing under the laws of Guyana and having its registered office at 56 High Street Kingston, Georgetown, Guyana (“**DIGICEL**”).

where they may be referred to individually as a “**Party**” and together as the “**Parties**”.

RECITALS

- A) Pursuant to Licences issued by the Minister, TELCO is entitled to operate a domestic Telecommunications Network and to provide domestic Telecommunications Services in Guyana.
- B) DIGICEL is entitled by its Licences to operate its Networks and to provide domestic Telecommunications Services in Guyana.
- C) TELCO has requested interconnection of its Telecommunications Network with that of DIGICEL, and the Parties have agreed to interconnect their respective networks in accordance with the Act on the terms and conditions set out herein.
- D) DIGICEL has an existing customer base and has a duty to ensure the integrity of its network and continuity of its services and is entitled to attach reasonable conditions to protect its network, customers and commercial interests.

It is hereby agreed as follows:

1 Definitions and Applicability

- 1.1 In this Agreement, unless the context otherwise requires or explicitly states, the terms used shall have the meanings assigned to them in the Definitions Schedule.
- 1.2 In this Agreement, unless the context otherwise requires or explicitly states:
 - a) The singular includes the plural and vice versa;
 - b) Reference to an agreement or other instrument includes any variation or replacement of either of them;
 - c) Reference to any Clause, Schedule, Annex or other Attachment is a reference to a clause of, or schedule, annex or attachment to this Agreement and any reference to this Agreement includes any such Schedule, Annex or Attachment. Reference to any Paragraph is a reference to a paragraph of a Schedule, Annex or Attachment.

- d) Reference to any statute, ordinance, code or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements thereof at any time;
 - e) The expression “person” includes any individual, firm or company;
 - f) All references to GYD or GY\$ or other payable amounts refer to the Guyanese Dollar unless otherwise stated;
 - g) All references to US\$ refer to the US Dollar and
 - h) If a day on which payment of money falls due is not a Business Day, the due day for such payment shall be deemed to be the next following Business Day.
- 1.3 References in this Agreement to either Party shall include any legitimate successors or assigns of that Party pursuant to Clause 34.
- 1.4 Headings are included for convenience and do not affect the interpretation of this Agreement.
- 1.5 In the event of any inconsistency between the numbered Clauses of this Agreement and the Schedules, Annexes or other Attachments, the numbered Clauses of this Agreement shall prevail. In any other event the following order of priority will apply:
- a) Definitions
 - b) Service Descriptions
 - c) Tariff Schedule
 - d) Joint Working Manual
 - e) Service Schedule and
 - f) Parameter Schedule

2 Duration

- 2.1 This Agreement takes effect on the date it has been executed by both Parties and continues in full force and effect for a period of three (3) years unless terminated in accordance with Clause 24, otherwise varied in accordance with the provisions of Clause 23, or replaced with a new Agreement agreed to by the Parties in writing. In the event of any variation pursuant to Clause 23, the Agreement as amended shall continue in full force and effect unless terminated in accordance with Clause 24, further otherwise varied in accordance with the provisions of Clause 23, or replaced with a new Agreement.
- 2.2 Renegotiation for an extension of this Agreement shall commence on the second (2nd) anniversary of the execution of this Agreement. In the event that no agreement is reached

on a renewal of this Agreement prior to expiry of the three-year term, the Agreement shall remain in force beyond the original term until the Parties conclude a new Agreement

3 Interconnection

- 3.1 Subject to the provisions of this Agreement, DIGICEL shall connect and keep connected DIGICEL's System to TELCO's System and TELCO shall connect and keep connected TELCO's System to DIGICEL's System in the manner described in this Agreement in order to convey Calls from TELCO to DIGICEL.
- 3.2 Subject to Clause 15, Points of Connection shall be established between the DIGICEL Points of Interconnection and TELCO Points of Interconnection specified in the Service Schedule in accordance with the relevant Joining Service as more particularly described in the Service Descriptions.
- 3.3 Each Party shall ensure that any Telecommunications Equipment necessary to the provision of interconnection pursuant to this Agreement conforms to the technical requirements set out in the Joint Working Manual.

4 Forecasting, Ordering and Provisioning of Interconnect Capacity

- 4.1 The Telco will provide Forecasts for each Service as required in the Service Descriptions in accordance with the procedures set out in the Joint Working Manual and shall comply with all the applicable provisions of the Joint Working Manual relating to forecasting as described therein, unless otherwise agreed to by the Parties.
- 4.2 The Parties will order and provision capacity in accordance with the procedures set out in the Joint Working Manual and comply with all applicable provisions of the Joint Working Manual relating to ordering and provisioning.

5 Testing

- 5.1 The Parties will carry out the Acceptance Testing and commissioning procedures described in the Joint Working Manual and the governing testing specification plan that is to be provided by DIGICEL, or as otherwise agreed by both Parties in writing.

6 Operation and Maintenance

- 6.1 Subject to Clauses 6.2, each Party shall be responsible for planning, providing, operating and maintaining all Telecommunications Equipment located on its side of the interface at the Point of Connection.
- 6.2 In the case of the Non-Footway Box Joining Service, the Service Taker shall be responsible for planning and providing those aspects of the Service specifically described in the Non-Footway Box Joining Service section of the Service Description which are on the Service Taker's side of the interface at the Point of Connection.
- 6.3 Each Party shall manage traffic on its System so as to avoid disruption to the other Party's System to the maximum extent reasonably practicable and each Party shall take all necessary steps as are reasonably practicable to minimise service failures and

congestion and signalling system disturbances within its own System which would affect the ability of the other Party to carry Calls across such other Party's System in accordance with the routing principles set out in the Joint Working Manual and the Parameter Schedule.

- 6.4 Each Party shall advise the other Party of any Faults or planned maintenance which may impact the interconnection in accordance with the procedures set out in the Joint Working Manual and shall resolve the Faults or conduct the maintenance in accordance with the Joint Working Manual.
- 6.5 Digicel may make reasonable tests and inspections of any services and Telecommunications Equipment it provides to TELCO. Either Party may upon reasonable advance written notice temporarily interrupt Services carried on the Telecommunications Equipment being tested or inspected in accordance with the provisions of the Joint Working Manual relating to planned maintenance. Where a test or inspection will affect telecommunications traffic originating or terminating on or transiting either Party's System, the testing or inspection shall be carried out in such a way as to minimise disruption to each Party's System.

7 System Changes

- 7.1 Either Party shall notify the other Party of developments within its System that may impact on the provision of Services to the other Party upon finalization of a decision to make such a change. Such notice shall be in advance in writing and shall be reasonable given the nature of the proposed development and potential impact to the provision of the Services.
- 7.2 Neither Party shall make or permit to be made any alteration, adjustment or addition to its System in such a way as to materially impair the operation of the other Party's System or otherwise to materially affect the conveyance of Calls over a Point of Connection unless the Party provides reasonable prior written notice to enable the other Party to make modifications or upgrades to its own System which are necessary to maintain interconnection at the agreed standards. Each Party shall take appropriate and reasonable steps to minimise the impact on the other Party of such alteration, adjustment or addition (including the costs).
- 7.3 In the event that at any time either Party proposes to change any standards or implement additional standards or standards with different features which may affect the operation of the other Party's System, the Party shall so notify the other Party in writing as soon as practicable and in any event at least six (6) months in advance so that the other Party has a reasonable opportunity to attempt to meet such standards or adjust its System accordingly. Each Party shall take appropriate and reasonable steps to minimise the impact on the other Party of such alteration, adjustment or addition (including the costs).
- 7.4 Subject to Clauses 7.2 and 7.3, nothing in this Agreement shall limit either Party's ability to upgrade its System through the incorporation of new Telecommunications Equipment, new software or otherwise or to change, in part or in whole, the design, function, operation or layout of its System.

- 7.5 The applicable standards of operation of each Party's System for the purpose of the Services will be those specified in the Joint Working Manual and, in the absence of any specified standards, will be such applicable international standards as the Parties may agree.

8 Telecommunication Services

- 8.1 The Interconnect Service will provide conveyance of Calls which originate on the System of TELCO, from the Point of Connection defined by the Joining Service to the Service Supplier's PLMN Subscriber Connections. Calls must be originated from valid numbers assigned to a TELCO Subscriber in Guyana and be addressed to valid numbers associated with the Service Supplier PLMN Subscriber Connections. DIGICEL shall provide TELCO with the Interconnect Service, provided that TELCO's System and all relevant Points of Connection are suitable for the conveyance of Calls, pursuant to the relevant Service Description. Subject to Clause 15 the Services shall be provided in accordance with the Service Descriptions and the Joint Working Manual.
- 8.2 For the avoidance of doubt, and notwithstanding the interconnection of the Parties' Systems, neither Party shall hand over to the other Party, nor have an obligation to convey Calls, or continue to convey Calls of any category, unless there is express provision to convey Calls of that category in a Service Schedule.
- 8.3 Each Party shall be solely responsible for the switching and routing of all Telecommunications Services on its System. Such switching and routing shall be consistent with the principles in the Joint Working Manual.

9 Charges and Payment

- 9.1 TELCO shall pay to DIGICEL the relevant Charges applicable to each Service as more particularly described in the Service Descriptions and tariffed in the Tariff Schedule.
- 9.2 Payments shall be made in an agreed form and will be deemed made on the date of receipt of such payments in cleared funds.
- 9.3 Subject to Clause 9.5, all Charges payable under this Agreement shall be payable within thirty (30) days of issuance of an invoice. In the event that TELCO shall fail to pay any amount due hereunder within such thirty (30) day period, the payee shall be entitled to charge and receive interest at the base lending rate of the Republic Bank in Guyana from time to time in force plus 2%, from and including the day following the due date for payment until the date of payment in full, and whether before or after any court judgement or other award.
- 9.4 If one Party is owed an amount by the other Party under this Agreement, the first Party may deduct the amount it is owed from any amount it owes the other Party under this Agreement and pay only the "net" amount. The Parties agree to issue invoices showing full amounts owing by the other Party. Nothing in this agreement shall preclude a Party from requiring that payments from the other Party will no longer be accepted on a "net" basis, provided always that such Party provide the other Party with at least thirty (30) days written notice of its requirement that future payments be made without any "net" settlement process being applied.

- 9.5** In the event that either Party disputes in good faith, the specific amount of any invoice delivered by the other Party under this Agreement, the Parties shall resolve the dispute in accordance with the investigation and determination procedures set out in the Joint Working Manual. Notwithstanding any dispute as to any payment, the Parties shall remain obliged to continue to observe and perform the provisions of this Agreement including, but not limited to, continuing, subject to the provisions of Clauses 23 and 24 herein, to provide Service to each other.
- 9.6** Any amount in dispute shall, for the purposes of this Clause, be deemed not payable pending resolution of the dispute under Clause 9.5. Nothing in this Clause shall be taken as permitting a Party to withhold payment of an amount that is not in dispute or that is not disputed in good faith. For the avoidance of doubt, where an invoice consists of a payment that is partly in dispute, the undisputed amount shall be paid immediately by the other Party upon notification of the dispute. Notwithstanding the foregoing, where the amount in dispute represents less than five percent (5%) of the total invoiced amount (excluding any value added or other applicable tax), the disputing Party shall be obliged to pay the invoiced amount in full pending the resolution of the dispute. If however the amount in dispute represents five per cent (5%) or more of the total invoiced amount (excluding any value added or other applicable tax), the disputing Party shall not be obliged to pay the portion of the invoiced amount in dispute pending resolution of the dispute in accordance with Clause 9.5.
- 9.7** Where appropriate, any value added or other applicable tax shall be added to all or any part of the Charges under this Agreement, and shall be paid by the Party responsible for making such payment.
- 9.8** If either Party agrees that the interconnecting Party may pay any applicable One-off Charges in instalments, these Charges will be payable subject to such reasonable terms and conditions as stipulated by the Party to which the payments are to be made.

10. Variation of Charges

- 10.1** Either Party may from time to time notify the other Party of changes to Charges, being:
- (i) Charges as approved by the Regulator;
 - (ii) Charges determined by decision of a court of competent jurisdiction.

Such notice shall specify the date on which the variation is to become effective. In the case of changes falling within (i) and (ii) above, the changes will take effect from the effective date approved by the Regulator or determined by the court, as the case may be.

- 10.2** For the avoidance of doubt, the Charges for new services are not subject to this Clause.
- 10.3** In the event that the Guyanese dollar depreciates against the US dollar by five per cent (5%) or more since the last adjustment of rates, during the Term of this Agreement and pursuant to this Clause, either Party reserves the right to vary its Charges to reflect such depreciation subject to the Charges remaining cost reflective.

11. Billing

- 11.1** Each Party shall be responsible for invoicing its own Subscribers.
- 11.2** Each Party shall be entitled to invoice the other Party for the relevant Usage Charges and Monthly Recurring Charges following the expiration of each Billing Period. Each Party shall use reasonable endeavours to deliver invoices in a timely manner in accordance with the Joint Working Manual.
- 11.3** Subject to Clauses 11.2 and 11.4, each Party shall be entitled to invoice the other Party for applicable One-off Charges and any other amounts expressed as being payable in accordance with the specific provisions of this Agreement.
- 11.4** Invoicing for a Joining Service shall be carried out in accordance with the relevant Service Description and all reasonable endeavours shall be used to ensure that all information necessary to produce a complete invoice for such Service is obtained in a timely manner.
- 11.5** Any failure to deliver invoices in accordance with Clause 11.2, 11.3 or 11.4 shall not be deemed to be a waiver of the invoicing Party's rights in respect of payment or a breach of a material obligation of the invoicing Party.
- 11.6** For the purpose of reconciling accounts, each Party shall use all reasonable endeavours to provide the other with Billing Data in respect of Calls conveyed from its System and handed over to the other Party at the Point of Connection in accordance with the Joint Working Manual.
- 11.7** Notwithstanding the above, in the event that:
- a) Billing Data is temporarily or permanently unavailable; or
 - b) a billing error is discovered that occurred in the previous three (3) Billing Periods;

the Parties shall follow the procedures set out in the Joint Working Manual.

- 11.8** For the avoidance of doubt, nothing in this Agreement shall be interpreted or used by either Party to cite or justify a "Billing Dispute" that is based on the contention that the Party raising such dispute no longer agrees with the Usage Charges stipulated as a part of this Agreement. Billing Disputes refer to and arise from actual variances or discrepancies in the information exchanged by the Parties in relation to the billing records and traffic passing between the networks.

12 Infrastructure Sharing

- 12.1** Except as specifically provided herein, nothing in this Agreement shall be taken as requiring a Party to share facilities or to provide co-location.

12.2 Should DIGICEL offer co-location space to allow TELCO to collocate its equipment and facilities, such co-location services shall not be for the purposes of Interconnection to DIGICEL or to be used in connection with the supply or resale of telecommunications services.

13 CLI

13.1 The Parties will pass CLI in accordance with the Joint Working Manual and any agreed code of practice for CLI from time to time in force. For the avoidance of doubt and subject to clause 13.2, neither Party is required to pass CLI for any Call in respect of which it is not available.

13.2 No Party shall alter or amend CLI or permit or knowingly accept the alteration or amendment of CLI unless such alteration or amendment is agreed in advance in writing by both Parties. For the avoidance of doubt the CLI in relation to all Calls delivered to Subscribers under this Agreement must be preserved thereby enabling the Subscriber to return the call, if their handset allows, without alteration. Without in any way restricting any other breaches of this Agreement being deemed to be material breaches, a breach of this Clause 13 shall be deemed a material breach of the Agreement.

14 Numbering

14.1 Each Party shall make the necessary adjustments to its System in a timely manner to route Calls to numbers active on the other Party's System in the Service Descriptions and the Service Schedule.

14.2 Each Party shall use numbers in accordance with the National Numbering Plan and shall use consistent and uniform dialling patterns.

14.3 The TELCO shall not alter or otherwise manipulate the number dialled by the originating customer for the purpose of call routing, this includes but is not limited to terminating a Call on a number other than the number originally dialled and re-originating the Call.

15 Service Performance and Standards

15.1 Subject to Clause 15.3, the Parties shall use all reasonable endeavours to comply with the provisions relating to quality of service set out in the Joint Working Manual and the Parameter Schedule.

15.2 Subject to Clause 15.3, the Parties shall use all reasonable endeavours to at all times apply standards (including signalling standards) and operating guidelines which are consistent with the Joint Working Manual.

15.3 In order to maintain service performance standards the Parties will be required to ensure that all its Services and Network is managed by an operations centre 24 hours a day, 7 days a week.

15.4 Save as is set out in Clause 15.1, 15.2 and 15.3, the Parties provide no other warranties, representations, undertakings or commitments in respect of quality of service including, but not limited to, warranties, representations, undertakings or commitments in respect of difficulties or faults which result in a failure to establish service, in-service interruption or loss of or distortion of communication and all implied warranties are hereby excluded, save those implied by statute.

16 Safety and System Protection

16.1 Each Party shall be responsible for the safe operation of its System and shall take all steps reasonably necessary or required by law to ensure that such operation and the implementation of this Agreement:

- a) comply with any specific safety and protection requirements contained in this Agreement (including, without limitation, the Joint Working Manual);
- b) do not endanger the safety or health of the officers, employees, contractors, representatives, agents, invitees or Subscribers of the other Party;
- c) do not damage, interfere with or cause any impairment to or deterioration in the operation of the other Party's System;
- d) do not interfere with the use or provision of licensed telecommunications services provided by the other Party, provided that this principle shall not preclude the taking of action by either Party in the normal operation of its System to protect its System, on condition that any such action is in compliance with the Joint Working Manual.

16.2 In the event that it is agreed to be necessary or desirable for representatives of a Party to access the premises of the other Party, each Party shall use its reasonable endeavours to comply with all reasonable security and safety practices and procedures applicable to access to and operations on the premises of the other Party notified in advance in writing to it by the Party whose premises are being visited. Subject to the indemnified Party complying with Clause 27.8 if applicable, each Party shall indemnify and keep indemnified the other against all damages, costs, claims and expenses arising out of any breach by the indemnifying Party of this Clause 16.

16.3 In the event that it is agreed to be necessary or desirable for a Party's Telecommunications Equipment to be located on the premises of the other Party, the Party whose premises the Telecommunications Equipment are located on will provide a secure and suitable environment for the Telecommunications Equipment and shall not in any way adjust, alter, modify or tamper with the same without the consent of the other Party.

16.4 In the event of any fault in, breakdown of or problem in respect of TELCO's System where such fault, breakdown or problem may impact on the provision of Services, DIGICEL shall not be required to provide operations and maintenance services.

17 Prevention of Fraud

- 17.1 To the extent permitted by law, the Parties will promptly upon becoming aware of fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Equipment inform the other of such circumstances.
- 17.2 If requested, the Parties shall co-operate in the provision of information to the Regulator or to other relevant regulatory bodies in relation to the fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Equipment.
- 17.3 On being notified of such fraudulent activity the notified Party will promptly take any and all action it reasonably can to prevent the continuation of the fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Equipment. Notwithstanding the provisions of clause 27, if the notified Party fails to take such reasonable action to prevent the continuation of the fraudulent activity, it shall be liable to the other Party for any and all losses arising from the fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Equipment, from the time at which the notified Party was so notified.

18. Bypass Operations

- 18.1 No Party shall knowingly engage, facilitate or participate in Bypass Operations. Each Party acknowledges that the conduct of Bypass Operations by one Party to the network of the other Party shall constitute a material breach of the terms of this Agreement.
- 18.2 Both Parties acknowledge the serious negative impact which Bypass Operations pose to their respective Networks and business operations and Guyana (through unpaid government taxes and levies as may be applicable to telecommunications services from time to time), and undertake to use their reasonable endeavours to ensure that no Bypass Operations occur on either Party's Network or Systems. Further both Parties undertake to share any information on Bypass Operations, as may be deemed reasonable and necessary, with each other.
- 18.3 Notwithstanding the provisions of clause 27, if either Party is notified of Bypass Operations and fails to take such reasonable action to prevent the continuation of the bypass activity, it shall be liable to the other Party for any and all losses arising from the Bypass Operations, from the time at which the notified Party was so notified

19 Unagreed Traffic

- 19.1 Traffic of a type which is not specifically included in the Service Descriptions annexed to this Agreement will be categorised as Unagreed Traffic.
- 19.2 The Service Taker shall not offer Unagreed Traffic on the Carrier System designated to carry traffic pursuant to this Agreement.
- 19.3 The Parties agree that Unagreed Traffic represents a significant threat to the security and integrity of the Service Supplier's network. In the event that the Service Taker offers Unagreed Traffic the Service Supplier is entitled to take such action as it deems necessary to protect its network.

- 19.4 In the event that the Service Taker offers Unagreed Traffic and this traffic results in a successful call completion then the parties agree that the rate for such traffic shall be US\$1.00 per 60 secs. The Parties agree that this rate reflects the additional operational activity and the business risk to the Service Supplier.
- 19.5 For the purposes of Clause 19.4 .Unagreed Traffic will include traffic with no CLI, a CLI not associated with an active Subscriber of either party, traffic which results from the artificial inflation of otherwise legitimate traffic OR traffic which in the reasonable opinion of DIGICEL does not conform to Clause 8.1 of this Agreement.
- 19.6 Any charges levied pursuant to Clause 19.4 shall be included on the relevant invoice and shall, subject to Clause 19.7, become payable in accordance with the provisions of this Agreement.
- 19.7 Where TELCO disputes any charges levied pursuant to Clause 19.4 the amounts so levied shall be paid pending resolution of the dispute. Where TELCO disputes such charges the burden of proof will be on TELCO to demonstrate that the traffic in question was legitimate.
- 19.8 Where any dispute in respect of this Clause is resolved in favour of TELCO, DIGICEL will refund the difference between the amount levied pursuant to Clause 19.4 and the rate for the traffic in question as set out in this Agreement.
- 19.9 The exercise of DIGICEL the provisions of this Clause 19 are without prejudice to the provisions of Clause 24.1.

20. Confidentiality

- 20.1** Subject to the following provisions of this Clause 20, a Receiving Party shall keep in confidence Confidential Information and will not disclose such information to any third party. A Receiving Party will also use its best efforts to ensure that its directors, employees, agents, representatives, affiliates and professional advisers will not disclose Confidential Information to any third party and shall require that such persons to whom Confidential Information is disclosed shall be bound in writing with obligations equivalent to the terms contained in this Clause 20.
- 20.2** A Receiving Party shall exercise no lesser security or degree of care over Confidential Information than that Party applies to its own Confidential Information and in any event such security or degree of care shall be no less than would be exercised by a reasonable person with knowledge of the confidential nature of the information.
- 20.3** A Receiving Party shall restrict disclosure of Confidential Information relating to the other Party to those who have a reasonable need to know. Confidential Information shall be used solely for the purposes for which it was disclosed. Unless otherwise agreed in writing, a Receiving Party shall not use the other Party's Confidential Information to provide commercial advantage and shall not for any reason share information from the other Party with its Customer Facing Divisions. Without in any way restricting any other breaches of this Agreement being deemed to be material

breaches, and subject to Clause 24.1, a breach of Clause 20.3 shall be deemed a material breach of the Agreement.

- 20.4** A Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent having a reasonable need to know and undertaking to comply in writing with obligations equivalent to those contained in this Clause 20.
- 20.5** A Receiving Party may disclose Confidential Information to an Associated Company, subject to the Associated Company having a reasonable need to know and undertaking to strictly comply with obligations equivalent to those contained in this Clause 20.
- 20.6** All Confidential Information is acknowledged by the Receiving Party to be the property of the Disclosing Party and the disclosure of the Confidential Information shall not be deemed to confer any rights to that Confidential Information on the Receiving Party.
- 20.7** The Disclosing Party may request in writing at any time any written Confidential Information (and/or Confidential Information in machine readable form) disclosed pursuant to the terms and conditions of this Clause 20 and any copies thereof be returned with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the Receiving Party shall comply with any such request within seven (7) Business Days of receipt of such request.
- 20.8** The Parties agree to allow the Regulator to publish a redacted version of the Agreement with commercially sensitive information removed or obscured to maintain confidentiality. The Parties further agree that the contents and terms and conditions of this Agreement which are not published by the Regulator shall remain confidential between the Parties, and shall not be disclosed by either Party unless agreed or required by process of law.
- 20.9** Information in respect of a Party's Subscribers which is passed to the other Party, its directors, employees, agents, representatives, affiliates, contractors and professional advisers for any purpose shall not in any way be used by that other Party to the commercial advantage of the other Party and specifically not by its Customer Facing Divisions

21 Intellectual Property Rights (IPR)

- 21.1** Where any Intellectual Property (herein referred to as "IPR") is developed in connection with performance of this Agreement then, in the absence of any other Agreement between the Parties, the owner of the IPR shall remain the Party who developed the IPR. Each Party grants to the other a non-exclusive, royalty free licence to use any IPR for the purposes of this Agreement and for its term subject to the other provisions in this Clause 21.
- 21.2** Each Party ("the IP Indemnifying Party") agrees to indemnify the other Party ("the IP Indemnified Party") against all liability or loss arising from, and all reasonable costs, charges and expenses incurred in connection with, any claim, action, suit or demand

alleging infringement by the IP Indemnified Party of the rights in Guyana of a third person arising from the use by the IP Indemnified Party of IPR disclosed or licensed by the IP Indemnifying Party under this Agreement except where such IPR has been modified or used by the IP Indemnified Party other than in accordance with this Agreement subject to the IP Indemnified Party complying with Clause 27.8.

- 21.3** If a Party becomes aware of an infringement or threatened infringement of IPR belonging to the other Party (“the IP Owner”) disclosed or licensed by the IP Owner under this Agreement, then that Party shall use reasonable endeavours to notify the IP Owner in writing of all the relevant details relating to the infringement, or threatened infringement.
- 21.4** The IP Owner may take such steps and proceedings as it considers necessary or desirable to protect its rights in respect of the IPR, and any rights of the other Party in the IPR, and the other Party must render all reasonable assistance to the IP Owner in this regard at the IP Owner’s expense.
- 21.5** If a Party (“the Infringing Party”) licenses IPR to the other Party for the purposes of this Agreement and that IPR infringes the rights of a third party, then the Infringing Party must:
- a) at its own expense take such steps as are necessary to cure the infringement, or
 - b) if a) is unreasonable having regard to the likely costs and other relevant matters, provide alternative technology as soon as reasonably practicable.
- 21.6** A Party shall not use a trademark or service mark belonging to another Party without the prior written consent of that other Party.

22 Authorised Representatives

- 22.1** Each Party shall appoint the representatives referred to in the Joint Working Manual to be responsible for the matters indicated in the Joint Working Manual. Each Party shall notify the other of the identity of the representative(s) in writing no later than five (5) Business Days following signature of this Agreement.
- 22.2** Except as otherwise provided herein, all correspondence, meetings and other communications (including notification of matters in dispute) pertaining to issues pertaining to their responsibilities shall be directed to and conducted by and through those representative(s). The representative(s) shall keep an appropriate record of all communication with their counterpart(s).
- 22.3** Each Party is entitled to change the representative(s) by notice in writing to the other Party.

23 Review and Amendment

- 23.1** Without prejudice to the provisions of Clause 10, either Party may seek to amend this Agreement by serving on the other a review notice if:
- a) a material change occurs in the laws, regulations, or policy governing telecommunications which affects Guyana (including, without limitation, licence changes, Regulator determinations, and court decisions that necessitate the amendment of this Agreement);
 - b) a material change occurs or a requirement arises which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement;
 - c) a revised RIO is approved in whole or in part by the Regulator;
 - d) a modification to the Agreement is necessitated as a result of the exercise by the Regulator of its powers under the Act; or
 - e) both Parties agree in writing that there should be a review.
- 23.2** A review notice shall set out in reasonable detail the events giving rise to the review required by the notice and the nature of the amendments sought by the Party serving the notice.
- 23.3** With the exception of reviews arising under Clause 23.1(e), a Party must serve a review notice within three (3) months of the event giving rise to the review. On service of a review notice, the Parties shall forthwith negotiate the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.
- 23.4** If, after a period of sixty (60) days from the date of service of the review notice, the Parties fail to reach agreement on the said amendments, the Parties shall resolve the dispute through the processes outlined in Clause 36 of this Agreement.
- 23.5** For the avoidance of doubt, the Parties agree, that the terms and conditions of this Agreement shall remain in full force and effect during such review until the Parties complete an agreement replacing or amending this Agreement or until such time as this Agreement is terminated in accordance with its terms.
- 23.6** It is further agreed that where the necessary amendments to the Agreement are determined as a result of:
- a) terms and conditions of the interconnection are determined by the Regulator either upon its own assessment of the Agreement or in resolving a post-contract dispute; or
 - b) amendments are mandated by the Regulator in its approval of a revised RIO, the Agreement shall be deemed amended in accordance with such determination, pending the formal amendment of the agreement in accordance with the determination by the Parties, and notwithstanding the absence of service of a notice of review or negotiations between the Parties as contemplated by this Clause 23.

24 Suspension and Termination

- 24.1** Either Party may suspend or terminate this Agreement or the provision of any Service or Services in the following situations on the following terms. References to “suspension” and “termination” not only include suspension or termination of this Agreement, but also a specific Service.
- a) Either Party may suspend where suspension is necessary to deal with a material degradation of either Party’s Telecommunications Network or Services with advance written notice of two (2) days to the other Party.
 - b) Either Party may suspend or terminate where the other Party fails to pay any undisputed invoice or any undisputed portion of an invoice when due and has failed to remedy such non-payment within thirty (30) days of receipt of written notice from the billing Party that the Agreement will be suspended or terminated for non-payment;
 - c) DIGICEL may suspend or terminate where TELCO fails to maintain any pre-payment required pursuant to Clause 28 at the required level and has failed to remedy such failure within thirty (30) days of receipt of written notice from DIGICEL that the Agreement will be suspended or terminated for failing to maintain the required level of pre-payment.
 - d) Either Party may suspend on five (5) days’ advance written notice where the other Party is engaged in acts or omissions which will impair the integrity or security of the Party’s Telecommunications Network or Services and has failed to take reasonable steps during that period to ensure that such impairment does not result;
 - e) Where DIGICEL is of the reasonable opinion that TELCO is offering traffic which does not conform to Clause 8.1 of this Agreement, DIGICEL may upon five (5) days’ advance written notice partially suspend the Agreement by restricting the available capacity to that which DIGICEL estimates will support the level of legitimate traffic.
 - f) Either Party may terminate this Agreement where Services have been suspended under the terms of Clause 24.1(c) or Clause 24.1(d) above for at least thirty (30) days, and the suspended Party fails to remedy the acts or omissions giving rise to the suspension within thirty (30) days of written notice under Clause 24.1(c) or Clause 24(d) being given;
 - g) Either Party may, suspend or terminate where the other Party is in breach of any material obligation contained in this Agreement and where the other Party fails to remedy such breach within thirty (30) days of notice being given;
 - h) Either Party may suspend or terminate where the other Party knowingly engages or facilitates conduct which is harmful to the Party, and which is unlawful or interferes with the obligations of the Party under its Licences, the Act or Regulations (including without limitation Bypass or fraud), if the conduct does not cease within fifteen (15) days of written notice being given:

- i) Either Party may immediately following written notice suspend where the other Party engages in conduct that would endanger life or safety, or damage the property of the Party, and may terminate if such conduct is not ceased within two (2) days of written notice being given;
- j) Either Party may suspend or terminate upon giving thirty (30) days advance written notice if either Party's Telecommunications Network Licence and/or Telecommunications Services Licence and/or relevant Spectrum Licence necessary to entitle the Party to interconnection or to enable the Party to carry out its obligations at any time expires or is revoked by the Minister in the case of a Licence or by the Minister or the Regulator, as the case may be, in respect of a Spectrum Licence and is not immediately replaced or re-issued, provided however that the party shall not suspend or terminate where the other party provides evidence in writing from the relevant authority that the relevant licence or frequency authorisation will be replaced or renewed on the same or substantially similar terms;
- k) Either Party may suspend or terminate upon giving two (2) days advance written notice if the other Party ceases to carry on business, enters into liquidation (other than for the purpose of merger or reconstruction where the emergent company assumes its obligations hereunder) or is dissolved or becomes bankrupt or insolvent or takes or suffers any similar action in consequence of debt;
- l) Either Party may upon giving ninety (90) days advance written notice suspend or terminate a Service if circumstances arise whereby it is no longer technically feasible for that Party to provide that Service, provided however, that in the unlikely event that it is no longer technically feasible to provide any Service the Party shall be entitled to suspend or terminate this Agreement upon giving thirty (30) days advance written notice; or
- m) Either Party may terminate with the agreement of the Other Party, on reasonable notice as agreed by the Parties.

24.2 In each case where Service is suspended pursuant to Clause 24.1, Service shall promptly be restored once the circumstances warranting suspension have ceased to apply. Exercise of a right to suspend under Clause 24.1 shall not prejudice the suspending Party's right to exercise any other existing right to terminate pursuant to clause 24.1. Except in the case of Force Majeure, the Party whose Service is suspended shall remain liable for any Charges in respect of the suspended Service throughout the period of suspension and thereafter.

24.3 Notwithstanding Clause 24.1, neither Party may terminate this Agreement during the pendency of dispute resolution proceedings under Clause 36 in respect of any Service unless authorised to do so by the Regulator, a dispute resolution settlement or a court of law.

24.4 In the event that the Service Taker fails to keep in place a valid guarantee or security deposit as required pursuant to Clause 28, the Service Supplier will notify the Service Taker in writing of the breach and allow it a period of seven (7) days within which to

become compliant. If the Service Taker remains non-compliant at the end of the notice period, the Service Supplier reserves the right to terminate this Agreement.

24.5 Neither Party shall be liable for any direct or indirect losses arising from the exercise of any of the provisions of this Clause 24.

25 Effects of Termination

25.1 Termination or expiry of this Agreement shall be without prejudice to the rights and obligations of the Parties accruing prior to such termination and such termination shall not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to continue in force (including but not limited to Clauses 1, 9, 11, 20, 21, 25 and 27 and Paragraph 2.4.2.6 of the Joint Working Manual).

25.2 Termination or expiry of this Agreement shall not operate as a waiver of any breach by a Party of this Agreement and shall be without prejudice to any rights, liabilities or obligations of either Party, which have accrued up to the date of termination or expiration.

26 Force Majeure

26.1 Neither Party shall be liable to the other for any delay or failure to perform or observe any provision of this Agreement by reason of Force Majeure if the Party experiencing the Force Majeure circumstance makes commercially reasonable efforts to remove or overcome the effects of such circumstance. A Party shall be relieved of its obligations under this Agreement by reason of Force Majeure only for the period of time during which the Force Majeure circumstance applies.

26.2 The Party affected by any Force Majeure shall use reasonable efforts to promptly notify the other of the estimated extent and duration of its inability to perform its obligations under this Agreement. Upon cessation of the delay or failure resulting from Force Majeure, the Party affected shall promptly notify the other of such cessation.

26.3 If, as a result of Force Majeure, performance by either Party of its obligations under this Agreement is only partially affected, that Party shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

26.4 If the Force Majeure lasts for six (6) months or less from the date of any notification under Clause 26.2, any obligation outstanding shall be fulfilled by the Party affected as soon as possible after cessation of the Force Majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.

26.5 If the Force Majeure lasts for more than six (6) months from the date of any such notification and notice of cessation has not been given and such Force Majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) days written notice to the other after expiry of such six (6) month period, unless notice of cessation of the Force Majeure is received by the unaffected Party prior to the expiry of such thirty (30) days notice. If this Agreement is

not so terminated under the provisions of this Clause 26, any obligations outstanding shall be fulfilled by the Party affected by the Force Majeure as soon as possible after the Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

27 Liability

- 27.1** Neither Party excludes or restricts its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents while acting in the course of their employment or agency.
- 27.2** In the performance of its obligations under this Agreement, each Party shall exercise all the reasonable care and skill of a competent operator.
- 27.3** Subject to Clause 27.1, the liability, including indemnity obligations of each Party to the other in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement shall be limited, to the extent permitted by law, to one million United States Dollars (US\$1.0 million) for any one incident or series of events arising from a single incident and to one and one-half million United States Dollars (US\$1.5 million) for all incidents or series of events occurring within any twelve (12) month period. Such limitation shall not apply to the obligations of either Party to make payments to the other in the ordinary course of business.
- 27.4** Subject to Clause 27.1, neither Party shall be liable to the other for indirect, purely economic, special or consequential loss or damage, whether foreseeable or not, arising from its performance or non-performance of its obligations under this Agreement, including through negligence to the extent permitted by law, unless caused by wilful acts or omissions.
- 27.5** Notwithstanding the provisions of this Clause 27 nothing in this Agreement shall exclude or limit the liability of one Party to the other arising out of that Party's fraud or fraudulent misrepresentation, wilful act or wilful omission.
- 27.6** Save as provided by the express terms of this Agreement and subject to Clause 27.1, neither Party (for the purposes of this clause, the "First Party") shall be liable to the other Party for any losses, demands, damages or liabilities arising from any claims, proceedings or actions brought or made against that other Party by any person pursuant to a contractual or other relationship of that person with that other Party.
- 27.7** Subject to Clause 27.8, each Party ("the Indemnifying Party") shall indemnify the other ("the Indemnified Party") against all liability or loss arising directly from, and any reasonable cost, charge or expense incurred in connection with:
- a) damage to or loss of any Telecommunications Equipment or other property of the Indemnified Party caused by the negligence or wilful acts or omissions of the Indemnifying Party or its employees, directors, representatives or agents arising out of or in connection with this Agreement; and

- b) an action, claim, suit or demand by any person against the Indemnified Party in respect of or arising out of any negligence or wilful acts or omissions of the Indemnifying Party in the course of providing services to the Indemnified Party.

27.8 If any action, claim, suit or demand (“Claim”) is made by any person against the Indemnified Party which, if satisfied or paid by the Indemnified Party, would result in liability by the Indemnifying Party under the indemnity set out in Clause 27.7 or other Clauses of this Agreement:

- a) the Indemnified Party must give written notice of the Claim to the Indemnifying Party as soon as practicable after the making of the Claim; and
- b) within thirty (30) days after receipt of that notice, the Indemnifying Party must:
 - i) cause the Indemnified Party to be put in sufficient funds to satisfy or pay the Claim; or
 - ii) give notice to the Indemnified Party directing it to take such action (including legal proceedings) in respect of the Claim as notified at the Indemnifying Party’s expense; and
- c) the Indemnifying Party must cause the Indemnified Party to be put, and therefore maintained, in sufficient advanced funds in sufficient time to pay all reasonable costs and expenses of any action or settlement directed by the Indemnifying Party under Clauses 27.8(b) and 27.8(d) and
- d) the Indemnified Party:
 - i) must take such action as the Indemnifying Party reasonably directs to avoid, dispute, defend, appeal, settle or compromise (“Deal With”) the Claim and any adjudication thereof, provided the Indemnifying Party has advanced sufficient funds to sustain the action or defence or deposited same in escrow for this purpose; and
 - ii) must not Deal With the Claims except as directed by the Indemnifying Party.

28. Guarantee and Security Pre-Payment

28.1 Service Taker has been required to provide Service Supplier with a bank guarantee, in a form and from approved commercial banks licensed in Guyana. The provision of any and all Services by Service Supplier to Service Taker pursuant to this Agreement, and Service Supplier’s compliance with the terms of this Agreement are conditional upon Service Taker keeping in place such guarantee which provides, at a minimum, a financial guarantee for the payment of the maximum Early Termination Charges payable by the Service Taker to Service Supplier (pursuant to Part 1 of the Tariff Schedule) in the event of early termination of this Agreement. In the event that Service Taker does not keep such valid guarantee in place continuously for a period of three (3) years from the date of this Agreement, Service Supplier may terminate this Agreement

pursuant to Clause 24. However, the Service Supplier may choose to waive the requirement for a guarantee at any period.

- 28.2** In addition to the guarantee required pursuant to Clause 28.1, the Service Supplier may require the Service Taker without sufficient immovable fixed assets to provide an initial security pre-payment by the Ready for Service date of the first Joining Service provided pursuant to this Agreement (the “Initial Deposit”). The amount of such initial pre-payment shall not exceed the sum of three (3) months Usage Charges for all Services forecast to be used by the Service Taker in the Forecast agreed pursuant to the Joint Working Manual. On the expiration of a period of twelve (12) months after the Ready for Service date of the first Joining Service, the pre-payment should be revised to a fair amount that covers the average amount payable by the Service Taker for billing and credit for the collection cycle applicable to the Service Taker. For the purposes of this Clause, “*sufficient immovable fixed assets*” means fixed assets of the Telco located in Guyana of a value which would reasonably cover the amount of any security pre-payment calculated in accordance with this Clause.
- 28.3** In the event that the Service Taker’s Services usage during the first seven (7) days of a Billing Period reasonably indicates to the Service Supplier that the Usage Charges which will be payable by the Service Taker to the Service Supplier at the end of such Billing Period shall exceed the Pre-payment, the Service Supplier may request that the Service Taker, and Service Taker shall, within five (5) working days of the request from Service Supplier, increase the pre-payment. The increased pre-payment shall be a sum which covers the projected Usage Charges for the Billing Period based on the Services usage during the first seven (7) days of that Billing Period.
- 28.3** Any pre-payment made pursuant to this Clause will be shown as a credit on the Service Taker’s invoice. Monies invoiced in respect of traffic relating to the invoicing period will be paid on the invoice due date so as to maintain the value of the pre-payment.

29. Relationship of the Parties

- 29.1** In giving effect to this Agreement, the relationship of the Parties to each other shall be that of independent contractors. Nothing in this Agreement shall be construed as or shall constitute the relationship of the Parties as an agency, partnership, franchise, employment, joint venture or other joint venture relationship between the Parties.
- 29.2** No Party shall have the right to enter into contracts or pledge the credit of or assume or incur expenses or liabilities or any obligation of any kind (including but not limited to the making of any representation or warranty), express or implied, on behalf of the other Party unless otherwise expressly permitted by such other Party in writing.
- 29.3** The only Parties to this Agreement are TELCO – and DIGICEL - U-MOBILE (CELLULAR) INC.
- 29.4** This Agreement confers benefits and imposes burdens only upon the Parties to this Agreement and does not confer any benefit of any kind whatsoever or impose any burden of any kind whatsoever upon any person or entity who is not a Party.

29.5 Subject to any express provision of this Agreement to the contrary, this Agreement does not provide any person or entity who is not a Party with any remedy, defence, claim, action, claim of action or other right of any kind, or impose any liability upon such person that that person did not have before this Agreement commenced.

30. Representations of the Parties

30.1 Each Party represents that to the best of its knowledge and belief that it is now and will remain in all material aspects in compliance with all laws, regulations, and orders applicable to its performance of its obligations under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental or regulatory action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations under this Agreement.

30.2 Each Party represents and warrants to the other that it:

- a) is a limited liability company duly incorporated or continued and validly existing under the laws of Guyana and has all necessary corporate power and capacity to own its properties and carry on its business in Guyana as presently carried on.
- b) has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations in accordance with their terms subject to necessary regulatory approval, and that the execution and delivery of this Agreement have been duly authorised by all necessary corporate action on its part; and
- c) is duly qualified to act as a Carrier and Service Provider under the Act and shall hold all necessary valid concessions, licences or permits as deemed or granted under the Act to establish and operate telecommunications networks, and to provide the Services as specified in this Agreement.

31 Severability

31.1 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement.

31.2 If further lawful performance of this Agreement or any part hereof shall be rendered impossible by the final judgement or final order of any court of competent jurisdiction, Regulator or governmental agency or similar authority having jurisdiction over either Party, the Parties undertake that they will exert their best efforts to agree on an amendment or amendments to this Agreement or on modifications of their practices hereunder in such manner as will fully comply with such judgement or Order and render further performance lawful.

31.3 The enforceability of all rights or obligations of the Parties under this Agreement or the portion thereof judged invalid, illegal or otherwise unenforceable by such judgement or Order, shall be suspended as from the date thereof pending the outcome of negotiations

between the Parties as aforesaid though without prejudice to all or any accrued rights of the Parties in respect of the past performance or observance thereof.

32 No Waiver

32.1 Failure or delay by either Party at any time to enforce any of the provisions of this Agreement shall not be construed by the other as a waiver of any such provision nor in any way affect the validity of this Agreement or any part thereof.

32.2 Subject to Clauses 23.4 and 23.6, no variation, modification or waiver of any provisions of this Agreement shall in any event be of any force or effect, unless the same is in writing signed by each of the Parties hereto.

32.3 No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of such Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any right, power or remedy available to such Party and each such right, power or remedy shall be cumulative.

33 Entire Agreement

33.1 This Agreement and to the extent applicable governmental regulations, tariffs or rules constitutes the entire Agreement and understanding between the Parties and supersedes all previous Agreements, understandings and representations between the Parties, whether oral or written, as it relates to interconnection.

34. Assignment

34.1 Neither Party may assign the whole or any part of this Agreement or its rights or obligations hereunder other than with the prior consent in writing of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, neither Party shall require the consent of the other Party to assign the whole or any part of this Agreement or its rights or obligations hereunder to a subsidiary, parent or Associated Company.

34.2 A Party may only perform an assignment under this Clause 34 if:

- a) the assignee is granted all applicable Carrier Licences, Service Provider Licences and Spectrum Licences by the Minister with respect to the ownership and operation of all or part of the Telecommunications Equipment of the assigning Party and the provision of all or part of the Telecommunications Services of the assigning Party and necessary to entitle the assignee to interconnection;
- b) in cases where the assignee is an Associated Company of the assigning Party and ceases to be an Associated Company, the assigning Party shall give prior notification of that fact to the other Party hereto and shall procure that prior to such cessation such assignee reassigns such rights and obligations to it; and

- c) the assigning Party shall procure that the assignee enters into an agreement with the other Party whereby the assignee agrees to observe all of the terms and conditions of this Agreement and, if required by the other Party, the assigning Party shall join in such agreement to guarantee the performance of it by the assignee.

34.3 Either Party may subcontract for the provision of its Services or obligations under this Agreement, provided that, in such case, it will not be relieved of its obligations as specified in this Agreement.

35. Notices

35.1 Any notice which may be given by either Party under this Agreement shall be deemed to have been duly given if hand delivered, sent by post or transmitted by facsimile (confirming the same by hand delivery or post) or, where the Parties expressly agree in writing, by electronic mail, to an address to which notices, invoices or other documents may be sent under Clause 35.3 below, or, if no such notification is given, its principal place of business as set out herein.

35.2 Any such notice shall be deemed to have been served on the other Party:

- a) in the case of hand delivery, on the day that it is so delivered, provided delivery is made during Business Hours. Where delivery is made outside of Business Hours, then the notice is deemed served on the next Business Day following delivery.
- b) in the case of post, five (5) days after posting, but where the fifth day is not a Business Day, then on the Business Day next occurring after the fifth day; and
- c) in the case of facsimile transmission or e-mail, at the time the notice is sent provided it is sent during Business Hours, and if not, then the next Business Day, and provided receipt has been acknowledged by the addressee.

35.3 All notices under this Agreement shall be sent:

To: TELCO

ATTN:

To: DIGICEL

U-Mobile (Cellular) Inc.,

56 High Street Kingston, Georgetown, Guyana

ATTN: Gregory Dean, CEO

Email: Gregory.Dean@digicelgroup.com

Or such other address as is notified by the Parties.

35.4 If either Party undertakes a change of address (physical or electronic), that Party is responsible for notifying the other Party of such change

36. Dispute Resolution

36.1 Subject to Clause 8.2 of the Legal framework and Paragraphs 2.2.6, 2.3.7, 2.6.5, and 3.3 of the Joint Working Manual, should a dispute or disagreement of any kind (a "Dispute") arise with respect to the interpretation or application of this Agreement which is not otherwise settled under the terms of this Agreement, the Parties agree to use the following procedures to resolve the Dispute:

36.2 A Party that wishes to invoke dispute resolution procedures shall indicate its intention to do so by notice in writing to the other Party. Such notice shall contain all relevant details including the nature and extent of the dispute, and the Party in receipt of the written notice shall acknowledge receipt of such notice within two (2) Business Days.

36.3 Within five (5) Business Days of receipt of the dispute notice pursuant to Clause 36.2, the Parties shall commence good faith negotiations with the objective of resolving the Dispute. If the Dispute is not resolved within fifteen (15) calendar days of receipt of the dispute notice, either Party may escalate the dispute pursuant to Clause 36.4.

36.4 If the dispute is not resolved pursuant to the process in Clause 36.3, either Party may request in writing that the dispute be escalated, identifying the Party's representative to whom that Party has escalated the dispute. The Party in receipt of such notice shall acknowledge receipt of the notice within two (2) Business Days, and will identify its representative to whom it has escalated the dispute.

36.5 The Parties shall continue to negotiate in good faith to try to resolve the dispute at the level of the appropriate senior managers.

36.6 In the event that the dispute is not resolved within fifteen (15) calendar days of receipt of the second notice under Clause 36.4, either Party may refer the dispute to the courts of Guyana.

36.7 Nothing herein shall prevent a Party from:

- a) Using other dispute resolution procedures agreed to by the Parties in writing.

- b) Seeking (including obtaining or implementing) interim relief in circumstances where the Party is, or will immediately be, subject to a pressing and substantial harm due to the conduct of the other Party. Notwithstanding any application for interim relief, the Parties shall resolve the substantive issue in dispute in accordance with Clauses 36.1 to 36.6.
- c) Referring the dispute to the Regulator for resolution.

37. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Guyana.

38. Counterparts

This Agreement may be executed in counterparts, all of which shall constitute one agreement, and each such counterpart shall be deemed to have been made, executed and delivered on the date set out at the head of this Agreement, without regard to the dates or times when such counterparts may actually have been made, executed or delivered.

(SIGNATURE PAGE FOLLOWS)

Signed as an Agreement by the Parties on the day and year first above written.

Signed for and on behalf of **U-MOBILE (CELLULAR) INC**

By: _____
DIRECTOR

And: _____
SECRETARY

Signed for and on behalf of **TELCO**

By: _____
DIRECTOR

And: _____
SECRETARY