

Master Agreement

Between

RIGHT2CALL TELECOM LIMITED, whose registered office located Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands (hereinafter referred to as (right2call, we)

and

.....
.....

(hereinafter referred to as (client, you)

Bank Name

Bank Account

Swift code

Bank Address

Secured E-Mail
Address:

WHEREAS:

Right2call agrees to provide a service to you upon the terms and conditions of this agreement enabling Callers to dial Premium Rate Numbers or Freecall Numbers. It is agreed as follows:

Definition of the service

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

Service Restrictions

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

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

1. Adhere to all national and international legal requirements. The **Client** independently accepts all responsibility to be in legal compliance. **Supplier** rejects all legal responsibility for the distribution of the services via activities originated by the **Client**. The **Client** absolves Supplier of this responsibility.
2. To refrain from any activities that could potentially infringe upon the rights of third persons or parties.

Interpretation

The following provisions shall have effect for the interpretation of this agreement, unless the context requires otherwise.

DEFINITIONS:

"Agreement" means an agreement entered into between right2call and the client, subject to the terms herein.

"Carrier" A national telephone carrier or another supplier for telephone numbers and connections.

"Code of Conduct" Any code of any independent body approved for the supervision of telephone information services recognised by the different countries where the services are provided;

"Intellectual Property Rights" Any patent, registered design, registered trade or service mark, copyright, design right, semiconductor topography right, know-how or any similar right exercisable in any part of the world including any application therefore;

"Numbers" The premium rate numbers or Freephone numbers allocated to the client;

"Order Confirmation" means right2call's confirmation on any future order from the client. Every order confirmation will become part of this contract;

"Rates" The payouts or fees specified in order confirmations where applicable;

"Secured e-mail address" is an encrypted or non-encrypted e-mail address where messages or documents can be sent to, binding the client.

Obligations of right2call

Right2call shall forward incoming calls to geographic numbers and pay the rates specified in the rate card (Premium rate numbers only). The geographic numbers will be provided by the client.

Right2call will provide statistical data about call volume and minutes, generated by right2call's or the carriers systems. Right2call will provide the client with username

and password for logon to these statistics. Statistics are informational only. The carrier's bill is the basis for the bill issued by right2call.

Obligations of the Client

The Client shall provide services to the callers using the numbers allocated in user account. The client will pay right2call's bills within a time of 14 days.

The Client shall be responsible for the quality and delivery of the content of the services and that these services comply with the National Telecommunications Legislation, a Code of Conduct (where applicable) and this agreement.

The Client shall obtain all necessary approvals, permissions or authorisations for use of the numbers. The Client shall neither acquire any right, title or interest in the numbers.

The client shall inform right2call about the services rendered. In case of dialers the client shall enable right2call to test the function of the dialer.

The Client shall ensure that the services neither infringe any intellectual property right nor are defamatory.

The Client shall reimburse right2call in full for any fines or charges incurred from any third party in connection with the client's failure to comply with the relevant rules and regulations issued by the relevant third party.

Term and Termination

This agreement shall commence from the date hereof and shall remain in force until either party submits a written notice of termination of at least ninety (90) days in advance. Either party may terminate or suspend this agreement at any time by giving written notice to the other where either party has committed a breach of this agreement and fails to remedy such breach within 30 days of receipt of notice requiring to do so.

The Company may immediately terminate this agreement if there is adverse publicity against the company in connection with the client's services.

Termination, suspension, or expiry of this agreement for any reason shall be without prejudice to any of each party's respective rights and obligations accruing up to and including the date of such termination, suspension or expiry.

Neither party shall be held to be in breach of its obligations under the agreement nor be liable to the other party for any loss or damage that may be suffered by the other party due to force majeure.

Rates and Payments

Right2call shall pay the client in respect of calls to allocated numbers, according to the rates defined in the rate card. Payment will be made at the date set forth in the Rate card.

All rates mentioned are exclusive of value added tax, with the exception of the information about caller rates, which normally are inclusive VAT.

In case of premium rate numbers ordered right2call will pay out the rate agreed upon. Setup costs, monthly fees, routing costs, chargebacks and other costs (if applicable) will be deducted from the monthly payment. If the payout is lower than the costs billed the client agrees to pay the difference within 10 days after issue of the invoice.

Right2call reserves the right to cut or delay the payout if there are chargebacks pending or foreseeable and to change the pricing and rates mentioned in this document or in annexes or confirmations upon seven (7) days after written notice. If retrospective price changes are implanted by the network provider that result in right2call having effectively overpaid the client, then right2call reserves the right to deduct amounts from subsequent payouts to address the balance of payments overpaid during the period affected by the retrospective changes.

Right2call will not pay the client for minutes that are not paid by the carrier. For instances where this applies, appropriate written documents must be produced by right2call to prove this.

Entire Agreement

This agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreement, representations or understandings by either party whether oral or written.

No Waiver

Failure by either party to exercise or enforce any right conferred by the agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion.

Liability

The service, its operation, its use and the results of such use shall be performed in a workmanlike manner. To the fullest extent permissible pursuant to applicable law, right2call disclaims all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for an particular purpose, in relation to the service, its use and the results of such use. Without limiting the foregoing, right2call specifically disclaims any warranty

- (a) that the service will be uninterrupted or error-free,
- (b) that defects will be corrected,
- (c) that there are no viruses or other harmful components,
- (d) that the security methods will be sufficient regarding correctness, accuracy, or reliability.

Notices

Any notice, other document which may be given under the agreement shall be deemed to have been duly given if left at or sent by mail to the usual or last place of business of the recipient party. This is applicable also to notices, invoices or other documents sent to the client's secured e-mail address.

Intellectual Property Rights

The parties' respective intellectual property rights shall remain the property of whichever creates or owns the same and nothing in this agreement shall be deemed to confer any assignment or licence of the intellectual property rights of the other party, save that the intellectual property rights or goodwill in the numbers shall hereby be vested in or assigned to The Company.

Governing Law

This agreement shall be governed by Bristish Virgin Islands law (except for conflict of law provisions).

The exclusive forum for any actions brought in connection with this agreement shall be in Bristish Virgin Islands and the client consents to such jurisdiction. However, right2call, in its sole discretion, can take any legal action against the client in the country where he has his legal presence, under the law governing this country. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

In witness whereof, the parties have executed this agreement on the date shown below:

.....
Date and Place

.....
Date and Place

.....
Right2call Telecom Limited.

.....
Client