

15 December 2008



**Mobile Virtual Network Operator (MVNO)
Support Agreement**

Between

**PTK, J.S.C.
Business Registration
70280741**

And

**DARDAFON.net . net L.L.C.
Business Registration 70540878**

Contents

1. DEFINITIONS	6
2. DARDAFON.NET RELATIONSHIP	9
2.1. General	9
2.2. Control of Facilities.....	9
2.3. Sales through Independent Representatives	9
2.4. Services Provided; Compensation to PTK.....	9
2.4.1 Core Network Services	10
2.4.2 Support Services	11
2.4.3 Customized Services	10
2.5. Implementation of Services	11
2.5.1 General	
2.5.2 End User Activation	
2.5.3 Testing.....	
2.6. Mobile Directory Numbers	11
2.6.1 Number Allocation.....	
2.6.2 Number Portability	
2.6.3 New Country Code	
3. TERM	12
3.1. General	12
3.2. Transition Period.....	12
4. [INTENTIONALLY LEFT BLANK]	12
5. REPRESENTATIONS AND WARRANTIES	12
5.1. Due Incorporation or Formation; Authorization of Agreements	12
5.2. No Conflict; No Default	12
5.3. Litigation	12
6. SCOPE OF GSM SERVICES	12
6.1. GSM Services	12
6.2. Limitation on Scope of Service	13
6.2.1. General	13
6.2.2. Quality Assurance – GSM Services	13

6.2.3. Highly Concentrated Usage	13
6.2.4. PTK Data Services.....	13
6.2.5. Unsolicited Electronic Messages.....	14
6.2.6. DARDAFON.net Short Message Service	14
6.2.7. SMS Queuing	14
6.3 Coverage Maps.....	15
7. REVENUE SHARING	15
8. DARDAFON.NET 'S RIGHTS AND OBLIGATIONS.....	16
8.1 DARDAFON.net Staff.....	16
8.1.1 General	16
8.1.2 No PTK Responsibility or Liability for DARDAFON.net Staff.....	16
8.2 DARDAFON.net 's Responsibility and Liability.....	16
8.3 DARDAFON.net 's Responsibility for Fraud.....	16
8.4 Interference.....	17
8.5 Subpoena Compliance.....	17
8.6 Electronic Surveillance.....	17
9. PTK'S RIGHTS AND OBLIGATIONS	18
9.1 Modifications	18
9.2 Roaming and International Services.....	18
9.2.1 Roaming – General.....	18
9.2.2 [INTENTIONALLY LEFT BLANK]	
9.2.3 Disputes Concerning Roaming	18
9.2.4 International Service	
9.3 PTK Network Fraud Detection and Responsibility.....	19
9.4 Illegal Competition	
9.5 Traffic Records and Other Data Regarding End Users...	
9.6 Single Point of Contact.....	
10. LIMITATIONS OF WARRANTIES AND LIABILITIES	20
10.1 No Warranties	20
10.2 Limitations on Liability	20
10.2.1 Sole and Exclusive Remedies	20
10.2.2 No Liability for Certain Damages.....	20
11. TRADE NAME, TRADE MARKS AND SERVICE MARKS	20

11.1 PTK’s Rights.....	20
11.2 DARDAFON.net ’s Rights	21
11.3 Remedies for Violations	21
12. INSURANCE	21
12.1 DARDAFON.net ’s General Third Party Indemnity.....	21
12.2 PTK’s General Third Party Indemnity	22
13. BREACH, REMEDIES AND EARLY TERMINATION OF THE AGREEMENT	22
13.1 Breach	22
13.2 Early Termination by PTK Due to Loss of Licenses	22
13.3 Length of and Duties during the Transition Period.....	22
13.4 Effect of Termination	23
14. CONFIDENTIALITY	23
15. ASSIGNMENT	23
16. GENERAL PROVISIONS.....	23
16.1 Notices and Inquiries.....	23
16.2 Construction.....	24
16.3 Independent Contractors.....	24
16.4 Survival	
16.5 Headings	24
16.6 Severability	24
16.7 Governing Law; Exclusive Venue.....	25
16.8 Entire Agreement; Amendments.....	25
16.9 Parties in Interest; Limitation on Rights of Others.....	25
16.10 Waivers; Remedies	25
16.11 Force Majeure.....	26
16.12 Disclosure	26

Annexes

- Annex 1 – GSM Services to be provided
- Annex 2 – DARDAFON.net Compensation to PTK
- Annex 3 – DARDAFON.net End Users Traffic forecast
- Annex 4 – Traffic Records

Annex 5 - Tests and Beginning of DARDAFON.net Sales activities

Annex 6 – Indemnification Procedures

Annex 7 – Heads of Agreement

Annex 8 – Non-Disclosure Agreement

Annex 9 – Escalation Plan

MVNO Support Agreement

This MVNO Support Agreement is dated as of October __, 2008 (“Effective Date”) by and between **Post and Telecommunications of Kosovo, Joint Stock Company (PTK J.S.C.)** (hereinafter “**PTK**”), a joint stock company organized under the laws of Republic of Kosovo, whose registered office is at Dardania, nn, Prishtina, Kosovo, represented by its Acting CEO, Mr. Sebahedin RAMAXHIKU, duly authorized for the purpose of this Agreement;

And

DARDAFON.net L.L.C. (Limited Liability Company) (hereinafter “**DARDAFON.net**”), organized under the laws of Republic of Kosovo, whose head office is at Fusha e Pejes pn Pejë, Republic of Kosovo, represented by its President/CEO, Mr. Blerim DEVOLLI, duly authorized for the purpose of this Agreement.

WHEREAS

PTK is authorized to operate a telecommunications network and to provide national and international voice, data and messaging services in Kosovo;

On 3rd October 2007, PTK’s Board of Directors made a decision to launch the initial Expression of Interest for an MVNO partner in Kosovo, and PTK management was directed to proceed on the ways forward and agreed on the mandatory requirements for such partner as stated in paragraph 12 of the Expression of Interest that, ‘*The applicant needs to obtain a MVNO licence at the Telecommunication Regulatory Authority (TRA) of Kosovo*’;

DARDAFON.net, subject to its license awarded by the Telecommunication Regulatory Authority in Kosovo, is authorized to operate a MVNO telecommunications network and to provide national and international voice, data and messaging services in Kosovo;

On 12th June 2008 DARDAFON.net was granted an MVNO LICENSE by the Telecommunication Regulatory Authority of Kosovo (“TRA”); and

On 27th August 2008, PTK and DARDAFON.net signed a “Heads of Agreement”, set forth in Annex 7 hereto, which outlines the cooperation between the Parties.

BACKGROUND

Subject to this Agreement, DARDAFON.net desires to purchase GSM Services from PTK to market and sell the service to End Users as Private Label Service. PTK desires to sell to DARDAFON.net GSM Services for resale to End Users.

NOW, THEREFORE, and in consideration of the mutual promises set forth in this Agreement, PTK and DARDAFON.net agree:

OPERATIVE TERMS

1. Definitions

“**Affiliate**” means with respect to any Person, any other Person that, either directly or indirectly, through one or more agents, nominees, intermediaries, trusts, or other

arrangements, whether formal or informal, controls, is controlled by or is under common control with that Person. The term **“control”** shall mean the possession, directly or indirectly, of the power to either (i) vote more than fifty percent (50%) of the securities having ordinary voting power for the election of directors (or comparable positions in the case of partnerships and limited liability companies), or (ii) direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this agreement and all Annexes hereto, as amended from time to time.

“CDR” means Call Detail Record, the billing record generated for each End User call on the Network.

“Confidential Information” means (i) this Agreement and the discussions, negotiations and proposals related to this Agreement and (ii) any information exchanged in connection with this Agreement concerning the other party's business including, tangible, intangible, visual, electronic, written, or oral information, such as: (a) PTK Data and trade secrets, (b) financial information and pricing, (c) technical information, such as research, development, procedures, algorithms, data, designs, and know-how, and (d) business information, such as operations, planning, marketing interests, and products, whether, under each of the clauses (i) and (ii) of this definition, received directly or indirectly from the other party, or in the case of DARDAFON.net , from PTK Customers.

“Contract Year” means each 12 month-period starting on the In Service Date and every anniversary date thereafter.

“Core Network” means the wireless voice and data service platform that provides connectivity and transmission via the PTK Network necessary to connect mobile phones or other devices to other phones or devices on mobile or land-based networks, including all interfaces to such Core Network regardless of the source of such interface.

“Core Network Services” are the transmission services provided by the Core Network.

“Country Code” Code assigned by ITU for every country that identifies the country in the world telecommunications networks.

“Customer” means any person, other than DARDAFON.net , purchasing from PTK (i) service, including any prepaid service, or (ii) any other services offered for sale by PTK.

“Customized Services” are Core Network Services and non-Core Network Services (including Non-Network Services) that DARDAFON.net requests from PTK and PTK agrees to customize, develop and deliver for DARDAFON.net .

“End User” means any person purchasing Private Label Service from DARDAFON.net .

“Facilities” means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, computer hardware and software, and other equipment installed, maintained, expanded, modified or replaced by PTK to render GSM Service within the territory of the Republic of Kosovo.

“GPRS” means General Packet Radio Service, a packet-based wireless telecommunications service which provides connectivity to the Internet for mobile phone and computer users via PTK's GSM Network. GPRS is a type of GSM Service.

“GSM Services” means wireless telecommunications service provided via PTK's Global System for Mobile (“GSM”) cellular telecommunications network, including, but not limited to,

voice telephony service, Internet access, GPRS, SMS, MMS and e-mail. Such term also includes Support Services and Customized Services, as stated in Section 2.4 hereof.

“Implementation Costs” are all costs incurred by PTK (internal resources and third party charges) to launch any service or platform (including any Customized Service), including analysis, planning, development, implementation, and testing. Costs recovered by PTK as Implementation Costs will not also form the basis, in whole or in part, for any recurring charges by PTK.

“In Service Date” means the date that DARDAFON.net first has End Users activated in any Market under this Agreement.

“International Inbound and Outbound Traffic” means incoming and outgoing international voice and data traffic.

“IRs” means DARDAFON.net ’s Independent Representatives, who are independent contractors of DARDAFON.net authorized to sell DARDAFON.net ’s products and services on behalf of DARDAFON.net as specified by DARDAFON.net from time to time.

“License” means the MVNO license issued by the TRA to DARDAFON.net .

“MDN” or Mobile Directory Number means the telephone number assigned to the End User’s mobile terminal.

“MMS” or Multimedia Messaging Service is a mobile data service optimized for transmission of multimedia objects (images, audio, video, rich text).

“MVNO” means Mobile Virtual Network Operator.

“Network” or “PTK Network” means the GSM network owned and operated by PTK.

“Number Portability” means a network capability that makes it possible for consumers to keep their existing cellular telephone number when changing service providers.

“Parties” means **PTK and DARDAFON.net** .

“Person” means any individual, corporation, Limited Liability Company, partnership, firm, joint venture, association, and trust, Joint Stock Company, unincorporated organization or other entity.

“Private Label Service” means GSM Services sold by DARDAFON.net to End Users under DARDAFON.net ’s brand name.

“PTK Data Services” means any services for data transmission offered by PTK over its GSM data Network, including, but not limited to, Internet access, GPRS, MMS and e-mail.

“QoS” means Quality of Service.

“Roaming” means any use of GSM service by an End User while such End User is abroad.

“Scratch Card” means a card sold to an End User for prepaid Services, containing a code number (“Scratch Code”) which the End User utilizes to activate his usage of such Services.

“Services” means GSM Services as defined above.

“SIM” means Subscriber Identity Module.

“SDR| means Special Drawing Right

“SMS” or Short Message Service is a mobile data service designed for transmission of text messages.

“Taxes” means all applicable taxes according to the Tax Laws of Kosovo

“TRA” means the Telecommunication Regulatory Authority of the Republic of Kosovo.

2. DARDAFON.net Relationship

2.1. General

Under this Agreement, PTK will provide GSM Services to DARDAFON.net , and DARDAFON.net will receive the GSM Services from PTK. The geographic scope of service shall include the entire territory of the Republic of Kosovo. PTK authorizes DARDAFON.net to market and sell the GSM Services as Private Label Service to End Users as more fully described in this Agreement.

2.2. Control of Facilities

No provision of this Agreement will be construed as vesting in either Party hereto any control whatsoever in any network, equipment or operations of the other Party hereto (the “Other Party”), or the network, equipment or operations of any contractual third party of the Other Party.

2.3. Sales through Independent Representatives

DARDAFON.net may sell Private Label Service through its IRs, but DARDAFON.net will be responsible for all aspects of the calculation and payment of any commissions or other payments of any kind to its IRs. DARDAFON.net will be solely responsible for ensuring that its IRs comply with all the terms and conditions of this Agreement.

2.4. Services Provided; Compensation to PTK

GSM Services to be provided by PTK to DARDAFON.net are as specified in **Annex 1** hereto, and PTK’s compensation for such Services is as specified in **Annex 2** hereto.

2.4.1 Core Network Services

PTK will provide to DARDAFON.net , and DARDAFON.net will receive from PTK, Core Network Services, initially including voice telephony; certain enhanced features such as caller ID, call forwarding, call waiting and voice mail; Internet access; GPRS; MMS; and SMS. Directory Assistance, Operator Assistance and Emergency Call Services will also be provided. PTK will make new Core Network Services available to DARDAFON.net when such Core Network Services are made generally commercially available to PTK Customers. The availability of such new Core Network Services to DARDAFON.net is subject to technical, resource and logistical constraints of PTK. PTK will use commercially reasonable efforts to resolve such constraints in an expedient manner and in accordance with its normal internal processes.

Core Network Services will be provided to DARDAFON.net within 30 days following DARDAFON.net ’s written order for such services, or on such date as may be agreed by the Parties. Any PTK delays beyond such deadline in provisioning such services will subject PTK to damages computed at the rate of €5,000 per day. The Parties acknowledge that such

damages will not be applied if the delay is beyond PTK's control. By way of this interpretation, PTK confirms that it shall offer to DARDAFON.net (without any discrimination) all services offered to its Customers. The Parties also acknowledge that such provision shall have an effect from the In-Service Date of DARDAFON.net .

2.4.2 Support Services

(a) PTK will provide to DARDAFON.net , upon DARDAFON.net 's request and subject to PTK's reasonable ability to do so, certain Support Services, as set forth in **Annex 1** hereto and if not stated in such Annex, as the parties may agree from time to time. The prices, terms and conditions applicable to DARDAFON.net 's purchase of such services must be set forth in writing signed by authorized representatives of PTK and DARDAFON.net .

Subject to subsection 2.4.2 (c) below, Support Services will be provided to DARDAFON.net within [60] days following DARDAFON.net 's written order for such services or on such date as may be agreed by the Parties. Any PTK delays beyond such deadline in provisioning such services will subject PTK to damages computed at the rate of €5.000 per day. The provisions of Section 2.4.1 above shall apply.

(b) DARDAFON.net may purchase Support Services from third parties, and is under no obligation to purchase, or to continue purchasing, such services from PTK.

(c) The parties acknowledge that they may be required to work together to implement or modify PTK's Support Services prior to such services being provided to DARDAFON.net . PTK will use commercially reasonable efforts to resolve any such constraints in an expedient manner and in accordance with its normal internal processes.

2.4.3 Customized Services

DARDAFON.net may request that PTK provide it with a service that PTK is not providing to DARDAFON.net and/or to PTK's Customers. DARDAFON.net must provide PTK with a Work Order for any Customized Service. In case that requested Customized Service is not within existing capabilities of the applicable PTK facilities, then PTK may elect, in its discretion, to develop the requested Customized Service for DARDAFON.net . If PTK elects to develop the Customized Service the costs will be borne as follows:

(a) PTK may initially indicate its desire to use the Customized Service and/or resell it to a third party (e.g., an equipment vendor), and share the Implementation Costs. In such event PTK and DARDAFON.net will split the Implementation Costs evenly. Jointly financed Customized Services will be available simultaneously to both Parties.

(b) If PTK does not indicate a desire to use the Customized Service and/or resell it to a third party, PTK may use the Customized Service for testing purposes but may not provide it to Customers or resell it to third parties, and DARDAFON.net will pay all Implementation Costs related to the Customized Service.

(c) PTK may, in its sole discretion, later elect to use or resell to a third party a Customized Service that it initially did not indicate a desire to use. If DARDAFON.net has paid the Implementation Costs related to a Customized Service under subsection (b) above that PTK later elects to use or resell, the allocation of Implementation Costs for such Customized Service will be split evenly as described in subsection (a) above and PTK will credit or refund DARDAFON.net the appropriate amount of Implementation Costs previously paid by

DARDAFON.net . The Parties agree that such arrangements will be discussed and negotiated in good faith at the appropriate time. Such arrangements will be made in writing, and all dispute mechanisms will be defined.

2.5. Implementation of Services

2.5.1 General

DARDAFON.net may request that PTK will provide with an interface or otherwise take action to accommodate its operations as permitted hereunder. In such event, DARDAFON.net will provide PTK with written notification in the form of a Work Order that it desires such interface or other accommodation. The Work Order will provide for reimbursement of PTK's reasonable costs incurred in implementing such interface or take such other action. PTK will take the requested action without any unreasonable delay.

2.5.2 End User Activation

PTK will take all necessary steps to enable DARDAFON.net to activate new End Users on a real-time basis.

2.5.3 Testing

Prior to DARDAFON.net's commencement of services to its End Users, the Parties will work together to accomplish the testing procedures described in **Annex 5** hereto.

2.6. Mobile Directory Numbers

2.6.1 Number Allocation

Until Kosovo obtains its own country code, and as provided in Section 11 of DARDAFON.net's License, PTK will receive an allocation of mobile numbers from TRA for use by DARDAFON.net, and will promptly allocate such numbers to DARDAFON.net. Later, DARDAFON.net will receive its number allocations directly from TRA.

2.6.2 Number Portability

In addition to the foregoing, PTK will allow DARDAFON.net to port existing Customers carrying certain numbering codes from PTK's GSM Service to DARDAFON.net's Private Label Service, without changing the Customer's telephone number. Such codes are initially 377-45 5xx xxx and 377-45 6xx xxx as defined in the TRA documentation dated 18th January 2008, and also include but are not limited to additional Number Portability that TRA may assign in due course. It is understood that before such transfers occur, DARDAFON.net and PTK must establish a real-time number portability activation process via their respective computer system platforms. PTK will complete all work needed on its part regarding this activation process not later than the date for beginning of sales activities, as defined in Annex 5, and will be liable to pay damages to DARDAFON.net in the amount applicable fee that will be forseen by the laws and regulations in force at due time

2.6.3 New Country Code

When Kosovo is assigned its own country code, PTK will implement this numbering change in the MDNs of its Customers, and simultaneously in the MDNs of DARDAFON.net's End Users. This change will be coordinated by PTK in accordance with Section 9.1 hereof.

3. Term

3.1. General

The term of this Agreement will be equal to the remaining term of PTK's TRA license for the Installation, maintenance and Operations of a Public GSM Mobile Communication Network in the Territory of Republic of Kosovo (reference TRA – 111/04 dated 30th July 2004), "License Term". On the expiration of PTK's 'License Term' this agreement will be subject of renewal for a period of time in accordance with the New License Terms to be negotiated by parties, in any event if PTK's license is renewed this agreement will automatically be renewed for further three (3) years.

3.2. Transition Period

Upon expiration of the Agreement or upon early termination of this Agreement, the applicable transition period set forth in Section 13.3 applies.

4. [INTENTIONALLY LEFT BLANK]

5. Representations and Warranties

Each party makes the following representations and warranties, as applicable, as of the Effective Date:

5.1. Due Incorporation or Formation; Authorization of Agreements

Each party is a company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each party has the full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

5.2. No Conflict; No Default

Neither the execution, delivery and performance of this Agreement nor the consummation by the party of the transactions contemplated in this Agreement will conflict with, violate or result in a breach of (a) any applicable law, regulation, order, writ, injunction, decree, determination or award of any Governmental Authority, (b) any of the terms, conditions or provisions of the certificate of organization, by-laws or other governing documents of the party, or (c) any material agreement or instrument to which the party is or may be bound or to which any of its material properties, assets or businesses is subject.

5.3. Litigation

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the party, threatened against or affecting the party or any of its properties, assets or businesses in, before or by any Governmental Authority which could, if adversely determined, reasonably be expected to have a material adverse effect on the party's ability to perform its obligations under this Agreement.

6. Scope of Services

6.1. GSM Services

PTK will provide to DARDAFON.net the GSM Services more specifically described in **Annex 1** throughout the territory of Republic of Kosovo.

6.2. Limitation on Scope of Service

6.2.1. General

DARDAFON.net acknowledges:

- (a) The offered GSM Services are available only to unlocked GSM handsets that operate on the frequency band used by PTK's Network; and
- (b) The offered GSM Services may be temporarily refused, interrupted, curtailed or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental or topographical conditions, Facilities limitations or constraints, or Facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Facilities.

6.2.2. Quality Assurance – GSM Services

GSM Services will be of a quality and clarity comparable to GSM Services provided by PTK to its Customers, and will comply with ETSI standards, the Permanent Basic Documents of the GSM Association, and the Quality of Service requirements set forth in Section 8 of DARDAFON.net's TRA license. Further, unless agreed otherwise by the Parties from time to time, PTK's Network availability will be at least 98% within PTK's coverage area, measured on a 24-hour basis. PTK will provide 24/7/365 technical support for use by DARDAFON.net, and will respond to faults within the maximum response times set forth in **Annex 9** hereto, **"Escalation Plan"**.

In order for PTK to plan for adequate capacity in its Network, DARDAFON.net will submit periodic traffic forecasts to PTK as described in **Annex 3** hereto. If such forecasts are not timely submitted, PTK will not be liable for lack of adequate Network capacity and QoS.

6.2.3. Highly Concentrated Usage

If DARDAFON.net or End Users create situations that cause highly concentrated usage in limited areas on the PTK Network, DARDAFON.net and End Users may encounter temporary capacity constraint related symptoms, such as excessive call blocking or call dropping. PTK is not liable to DARDAFON.net or End Users with respect to any claim or damage related to or arising out of or in connection with any such temporary capacity constraint. DARDAFON.net may notify PTK of anticipated highly concentrated usage by End Users in a particular area on the PTK Network and request in writing that the Parties undertake actions to alleviate such capacity constraint. PTK will make commercially reasonable efforts to upgrade capacity in those areas in response to such written requests.

6.2.4. PTK Data Services

In accordance with this Agreement, *DARDAFON.net* End Users may access the PTK Data Services. With respect to PTK Data Services, *DARDAFON.net* acknowledges and agrees that:

- (a) PTK will allow DARDAFON.net full control of the user interface, including the menu screen default settings and functionality that will be available to the End User on the End User's handset, only to an extent that it is technically possible. DARDAFON.net may directly or indirectly alter or modify the handset browser

content or data settings available to the End User, and may enable its End Users to do so. DARDAFON.net may supply any handset data content or services to the End User. DARDAFON.net and PTK technical teams will jointly review this provision and negotiate any appropriate adjustments in good faith.

(b) PTK is not a publisher of third-party content that can be accessed through PTK Data Services. PTK is not responsible to DARDAFON.net or its End Users for any content, including information, opinions, advice, statements or services that are provided by third parties and accessible through PTK Data Services or any damages resulting there from. PTK does not guarantee the accuracy, completeness or usefulness of information that is obtained through the PTK Data Services. PTK makes no representations or warranties regarding the provider, scope or nature of the content or services that will be available by default to the End User. The inclusion of any content in the default settings on the End User's handset is not an endorsement or an acceptance of any liability with respect to the content.

(c) PTK will provide to DARDAFON.net all relevant specifications and requirements for data connectivity, and will advise DARDAFON.net of any technical constraints or compatibility issues with respect to PTK Network support of handsets that may be utilized by End Users. DARDAFON.net is solely responsible for ensuring that handsets used by its End Users to which DARDAFON.net provides data connectivity are enabled with data connectivity. DARDAFON.net acknowledges that not all handsets are enabled with data connectivity nor are all handsets capable of use for data connectivity as a data modem.

6.2.5. Unsolicited Electronic Messages

If PTK reasonably determines that DARDAFON.net, its billing agent, or any of DARDAFON.net's End Users are utilizing the Short Message Service to send unsolicited bulk electronic messages (i.e., spam), PTK will have the right to immediately discontinue the provision of Short Message Service to DARDAFON.net. This prohibition does not apply to DARDAFON.net SMS messages notifying an End User when they have reached a certain credit threshold, as long as such SMS messages or the sending thereof does not violate any applicable laws or regulations of a governmental agency, as determined by PTK.

6.2.6. DARDAFON.net Short Message Service

All DARDAFON.net Short Message Service ("SMS") traffic must be sent through a dedicated connection to the Bulk Messaging Gateway ("BMG"). There will be no PTK charge for use of the BMG. DARDAFON.net and PTK technical teams will jointly review this provision and negotiate any appropriate adjustments in good faith.

6.2.7. SMS Queuing

If an individual handset is unable to receive a SMS message because the handset is: (a) turned off; (b) Roaming; or (c) traveling in a Market that does not have text messaging capabilities, SMS messages will remain in a queue for up to [72] hours. After [72] hours, any SMS message that has not been sent will be deleted. Currently, the maximum number of SMS messages that can be queued for a single handset is [30]. DARDAFON.net and PTK technical teams will jointly review this provision and negotiate any appropriate adjustments in good faith.

6.3 Coverage Maps

PTK will make available to DARDAFON.net reasonably accurate coverage maps, in hard copy and electronically, for its use and for dissemination to current and prospective End Users. The maps will not be materially different from the maps produced by PTK in connection with PTK's branded services, and updates will be promptly provided when map information changes. The map information may depict some future coverage, provided that this is identified as such. Any PTK logo or identification must be removed from map information prior to publication or distribution by DARDAFON.net. However, the maps will not imply that the network or the facilities are owned or operated by DARDAFON.net.

GSM Service may not be available in all areas shown on the coverage maps due to a variety of factors, including relocation or modification of Facilities, environmental or topographical conditions, such as building configuration, or unexpected capacity demands. The maps will not reflect temporary coverage changes or temporary coverage gaps. PTK is not liable to DARDAFON.net or End Users for any claim or damage related to or arising out of or in connection with any map information, including the accuracy thereof.

PTK's coverage maps will also provide relevant information regarding PTK international roaming coverage.

7 Revenue Sharing

7.1 DARDAFON.net will compensate PTK for the use of its Network via the revenue-sharing formula set forth in Section 1 of **Annex 2**, and the pricing for certain services as provided in Section 2 of **Annex 2**. DARDAFON.net revenues from the sale of other services that doesn't use PTK Network will not be subject to revenue sharing. PTK will make no other charges to DARDAFON.net.

7.2 PTK will provide DARDAFON.net with monthly billing records for all DARDAFON.net traffic on the PTK Network, in accordance with **Annex 4**. DARDAFON.net will review such records and may challenge any apparent errors, in which case the Parties will work together to promptly resolve the matter.

7.3 Within 10 days following the end of each calendar month, DARDAFON.net will provide to PTK an un-audited statement of its total revenue from use of the PTK Network during the month just ended. Such statement will be prepared in accordance with International Accounting Standards. If PTK notes any possible discrepancies regarding such statement, the Parties will promptly work together to resolve the matter, and the revenue statement, with any adjustments, will be considered final within 60 days following the end of the quarter (the "Final Revenue Statement").

7.4 Within 20 days following the end of the month, DARDAFON.net will remit to PTK via wire transfer, the agreed percentage amount (see 7.3 above) of the Final Revenue Statement. In case of delays in payments, DARDAFON.net will be charged with the interest rates on the unpaid amounts pursuant to applicable Law in Kosovo.

7.5 Promptly upon the completion of DARDAFON.net's annual financial audit by its independent CPA firm, for a given year, the Parties will cooperate to reconcile the revenue-sharing amounts actually paid for each quarter during such year with the amounts that should have been paid according to the audit. Any underpayment by DARDAFON.net will be promptly paid to PTK, and any overpayment will be repaid by PTK.

7.6 DARDAFON.net agrees that in good faith it shall provide PTK with 'performance guarantee in the sum of € 30,000 and that this sum shall be treated as a performance guarantee and that PTK reserves the right to remit in case of DARDAFON.net's non-compliance of its obligation under this agreement.

8 DARDAFON.net 's Rights and Obligations

8.1 DARDAFON.net Staff

8.1.1 General

DARDAFON.net will provide, at its sole expense, an adequate and properly trained staff (including, but not limited to, DARDAFON.net 's IRs and other contractors):

- (i) to market Private Label Service and to support and train End Users with respect to the Private Label Service; and
- (ii) To respond to End User requests for information and assistance, and to receive, investigate, and verify all complaints from End Users relating to Private Label Service.

8.1.2 No PTK Responsibility or Liability for DARDAFON.net Staff

The staff employed or contracted for by DARDAFON.net to perform services for DARDAFON.net are not employees or agents of PTK, and DARDAFON.net assumes full responsibility and liability for their acts and omissions, including compliance by its staff (including its IRs and other contractors) with this Agreement, applicable laws, regulations, and judicial or regulatory orders, and relevant industry standards. All staff will be employed or contracted for at DARDAFON.net 's sole expense and DARDAFON.net will be solely responsible for all employment benefits and withholding issues, including, workers' compensation, disability benefits, unemployment insurance or withholding income taxes and social security.

8.2 DARDAFON.net 's Responsibility and Liability

DARDAFON.net will be responsible and liable for all services provided to End Users, such as End User credit verification, billing, collection, customer service, and all support necessary to provide Private Label Service and all risks and expenses in connection with, related to or arising out of the provision of Private Label Service. DARDAFON.net will not make any representation, warranty or covenant to any End User that would misrepresent or conflict with this Agreement.

8.3 DARDAFON.net 's Responsibility for Fraud

DARDAFON.net will not, and will not permit its End Users, agents, employees, IRs or representatives to engage in fraudulent activities. Subject to the provisions of Section 9.3 below, DARDAFON.net is responsible for all costs and procedures associated with End User fraud, such as subscription fraud, roaming fraud (see Section 9.2.3), usage on lost or stolen

handsets that DARDAFON.net fails to deactivate, or fraud occurring in connection with DARDAFON.net's agents, employees or representatives, such as employee-related theft.

8.4 Interference

DARDAFON.net's agents, employees, IRs, representatives and End Users may not interfere with the Facilities, the Network or the GSM Services in a way as to impair the quality of service provided by PTK to its Customers. Notwithstanding this prohibition, upon discovery of the interference by either PTK or DARDAFON.net, the party discovering the interference will promptly notify the other party and the notified party will promptly order its agent, employee, IR, representative, End User or Customer, as the case may be, to cease the act(s) constituting the interference. In the case of interference caused by an End User, PTK, concurrent with notice to DARDAFON.net, may terminate the GSM Services to the End User and require DARDAFON.net to take appropriate action to eliminate the use or interference by such End User.

8.5 Subpoena Compliance

If a law enforcement agency contacts DARDAFON.net with a subpoena relating to End User MDN billing records or End User information, including but not limited to, End User name, address and credit information, DARDAFON.net must honor the subpoena by providing the requested information to such law enforcement agency within the timeframe specified in the subpoena. In case that the subpoena requests information not provided by PTK to DARDAFON.net in its normal billing practice, DARDAFON.net must promptly contact PTK's designated representative for assistance in compliance so that the timeframe specified in the subpoena can be met. If DARDAFON.net either: (a) fails to provide the End User phone records requested in the subpoena; (b) fails to provide the End User phone records requested in the subpoena within the timeframe specified in the subpoena; or (c) fails to promptly contact the designated PTK representative for assistance when the subpoena requests information not provided by PTK to DARDAFON.net in its normal billing practice, and if PTK is fined by a court of law as a direct result of DARDAFON.net's failure described in (a), (b) or (c) above, DARDAFON.net will reimburse PTK for the amount of such fine. Conversely, if PTK fails to provide information, upon request by DARDAFON.net, that is required by a subpoena and DARDAFON.net is fined by a court of law as a direct result thereof, PTK will reimburse DARDAFON.net for the amount of such fine.

8.6 Electronic Surveillance

If a law enforcement agency issues a court order to DARDAFON.net relating to electronic surveillance of an End User MDN, DARDAFON.net shall confirm all End User information contained in the court order to such law enforcement agency and will promptly contact PTK's designated representative for technical assistance in performing the electronic surveillance. If DARDAFON.net either: (a) fails to confirm the End User information as requested in the court order; or (b) fails to promptly contact the PTK representative designated below for technical assistance in performing the electronic surveillance, and if PTK is fined by a court of law as a direct result of DARDAFON.net's failure described in (a) or (b) above, DARDAFON.net will reimburse PTK for the amount of such fine. Conversely, if PTK fails to provide technical assistance, upon request by DARDAFON.net, in performing the electronic surveillance and DARDAFON.net is fined by a court of law as a direct result thereof, PTK will reimburse DARDAFON.net for the amount of such fine.

9 PTK's Rights and Obligations

9.1 Modifications

PTK may, in its commercially reasonable discretion, and at its sole cost and expense, change or update the Facilities or PTK's operations, equipment, software, procedures or services. PTK will not be liable to DARDAFON.net or to End Users if those commercially reasonable modifications, changes or updates require changes to, updates of or modifications of DARDAFON.net 's or End Users' handsets or other products, accessories, systems or procedures, provided that PTK (1) gives DARDAFON.net reasonable advance notice in writing of such anticipated modifications, changes or updates, (2) consults with DARDAFON.net regarding such proposed modifications, changes or updates, and gives DARDAFON.net an opportunity to provide its comments regarding any desired adjustments, and (3) assists DARDAFON.net , upon request, in modifying its systems and procedures to accommodate them. Except in cases of emergency, such advance written notice will be provided not less than 60 days in advance.

PTK will use the same efforts to avoid any material adverse impact on End Users that it uses to avoid material adverse impacts on its Customers. Further, PTK will ensure that (i) the delivery of its services to DARDAFON.net under this Agreement are not disrupted or impaired in any way in connection with the installation of any such changes, updates or modifications, and (ii) its services delivered hereunder shall meet the service level "uptime" requirements set forth in Section 6.2.2 hereof.

9.2 Roaming and International Services

9.2.1 Roaming – General

PTK will make Roaming available to DARDAFON.net in any portion of any area in which PTK has a Roaming agreement on the terms and conditions contained in that agreement. DARDAFON.net hereby acknowledges and agrees that PTK is not responsible for the billing practices, service charges or availability of Roaming provided by Roaming providers, and that PTK is not obligated to provide Roaming in areas in which PTK has not entered into Roaming agreements or loses its Roaming agreements. Manual Roaming may be available dependent on the arrangements established and the level of service provided by each Roaming provider.

Additionally, DARDAFON.net may choose to have its own Roaming Partners subject to its rights under its License issued by the TRA.

9.2.2 INTENTIONALLY LEFT BLANK

9.2.3 Disputes Concerning Roaming

If a material dispute concerning charges for Roaming minutes occurs, PTK will process the dispute with the Roaming provider in accordance with PTK's Roaming agreement. A dispute is considered material if the amount in dispute exceeds 100 SDR on a daily basis. If the Roaming provider provides an adjustment to PTK for the disputed charges, PTK will credit that adjustment to DARDAFON.net . In no event will the credit exceed the lesser of (i) the Roaming charges that PTK billed to DARDAFON.net or (ii) the credit that DARDAFON.net provided to its End Users. Roaming fraud is DARDAFON.net 's responsibility and PTK does not accept any responsibility for End Users being billed for fraudulent calls placed on a Roaming provider's network.

9.2.4 International Services

PTK will make available to DARDAFON.net international inbound and outbound service, as provided in **Annexes 1** and **2**. Additionally, DARDAFON.net can establish its own international facilities, including direct and indirect routes to correspondent carriers in certain countries, and can handle End User calls to/from such countries via its own international gateway subject to its rights under its License issued by the TRA.

9.3 PTK Network Fraud Detection and Responsibility

PTK will monitor, using its customary and ordinary procedures available from time to time, to detect fraudulent calls on the PTK Network made using DARDAFON.net 's MDNs. Such procedures will not be inferior to the fraud detection provided by PTK to Customers. Upon detection of any suspected fraudulent usage, PTK will promptly notify DARDAFON.net and terminate service to the affected MDN if so directed by DARDAFON.net . If DARDAFON.net directs PTK to terminate service to the affected MDN, PTK will absorb the costs associated with the fraudulent usage (a) until four (4) hours after the time PTK provided notice of detection to DARDAFON.net , and (b) from the time DARDAFON.net directs termination until PTK implements such termination; and DARDAFON.net will be responsible for all charges after expiration of the four-hour period in clause (a) above until DARDAFON.net 's termination notice is given to PTK. If DARDAFON.net does not direct termination of service to the affected MDN, DARDAFON.net will be responsible for all charges.

9.4 Illegal Competition

The Parties will cooperate in good faith to fight the illegal competition in the territory of Kosovo by GSM operators who are not licensed by the TRA. Both Parties will approach TRA together to seek its assistance in the matter. This will not limit the rights of each Party to pursue legal actions on its own.

Parties agree to co-operate to fight all SIM to SIM activities and DARDAFON.net acknowledges the fact that if PTK detects and SIM to SIM activity it shall reserve the right to disconnect such numbers automatically according to its internal policies. In any event such activities are defined as a continued negligence by DARDAFON.net then PTK reserves the right to exercise its right for termination of the contract as defined in section 13. 1 below.

9.5 Traffic Records and Other Data Regarding End Users

PTK will provide DARDAFON.net with the traffic records specified in **Annex 4** hereto. These records will be free of material defects. In addition, PTK will make available to DARDAFON.net all other data related to End Users, whether collected by PTK in the process

of activating, provisioning, billing and disconnecting such End Users, and monitoring their usage for possible fraud, or otherwise. DARDAFON.net will be given access to a PTK file server(s) containing such data, so that DARDAFON.net can download and manipulate the data, and produce reports there from.

9.6 Single Point of Contact

PTK will designate a senior manager on its staff to serve as DARDAFON.net's single point of contact for all matters relating to DARDAFON.net usage of PTK's GSM services, including implementation of services, provisioning, billing, and other account management matters. Such individual will be responsible for mobilizing and managing PTK resources to promptly address and resolve any issues or problems that may arise. The Parties will also agree in good faith on escalation procedures to be established, including 24/7 availability of appropriate management personnel to resolve urgent operational and technical problems.

10 . Limitations of Warranties and Liabilities

10.1 No Warranties

PTK makes no warranties, express or implied, regarding the GSM service or, if applicable, any equipment, product or other good provided by PTK, specifically, all implied warranties are disclaimed, including any warranties of merchantability, fitness for a particular purpose, use, or non-infringement. No one is authorized to make any warranty on PTK's behalf, and purchaser cannot rely on any statement of warranty. DARDAFON.net acknowledges that PTK is not the manufacturer of any equipment.

10.2 Limitations on Liability

10.2.1 Sole and Exclusive Remedies

The sole and exclusive remedies of the parties are those expressly set forth in this agreement.

10.2.2 No Liability for Certain Damages

Except as otherwise provided in this agreement, neither party is liable to the other for special, indirect, incidental, exemplary, punitive or consequential damages, including loss of profits, related to or arising out of a party's performance under this agreement.

11 . Trade Name, Trade Marks and Service Marks

11.1 PTK's Rights

DARDAFON.net recognizes the right, title and interest of PTK and PTK Affiliates in and to all service marks, trademarks, and trade names used in connection with the service and products sold by PTK and PTK Affiliates, including "PTK" and the diamond logo or any other PTK trademark ("PTK Marks"). DARDAFON.net will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair, or that may contest, dispute or otherwise impair the right, title or interest of PTK and PTK Affiliates therein. DARDAFON.net acknowledges and agrees that nothing in this Agreement grants to DARDAFON.net the right to use, and DARDAFON.net agrees that it will not use, any PTK Mark or any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any of the PTK Marks, including in any of DARDAFON.net's advertisements, and will not incorporate the PTK Marks into any service mark, trademark or

trade name used or developed by DARDAFON.net . DARDAFON.net does not acquire or claim any right, title or interest in or to the PTK Marks through purchase of GSM Services, the provision of Private Label Service or otherwise. Notwithstanding the foregoing, DARDAFON.net may use the PTK Marks (i) to clarify its relationship with PTK, or (ii) with PTK's prior written approval. Upon PTK's request, DARDAFON.net will provide to PTK any materials using the PTK Marks for PTK's review to determine compliance with this Agreement. DARDAFON.net may delete non-public price information prior to submitting those materials for PTK's review. PTK will use commercially reasonable efforts to notify DARDAFON.net within 10 business days of receipt of any requested materials, if any sections need to be modified or deleted in order to ensure compliance with this Agreement. DARDAFON.net must comply with any adjustments or requests from PTK regarding any requested materials and may not use a PTK Mark without PTK's express written consent.

11.2 DARDAFON.net 's Rights

PTK recognizes the right, title and interest of DARDAFON.net and DARDAFON.net 's Affiliates in and to all service marks, trademarks, and trade names used in connection with the service and products sold by DARDAFON.net and DARDAFON.net 's Affiliates ("DARDAFON.net Marks"). PTK will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair, or that may contest, dispute or otherwise impair the right, title or interest of DARDAFON.net and DARDAFON.net 's Affiliates therein. PTK acknowledges and agrees that nothing in this Agreement grants to PTK the right to use, and PTK agrees that it will not use, any DARDAFON.net Mark or any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any of the DARDAFON.net Marks and will not incorporate the DARDAFON.net Marks into service mark, trademark or trade name used or developed by PTK. PTK does not acquire or claim any right, title or interest in or to the DARDAFON.net Marks through sale of PTK's own brand GSM Services or products or otherwise.

11.3 Remedies for Violations

The limitations in Section 10.2 do not apply to either party's violations of Section 11. If either party violates or threatens to violate Section 11, the other party may exercise any right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The parties agree that damages for violations of Section 11 may be difficult to ascertain or inadequate and that if either party violates or threatens to violate Section 11, the other party may suffer irreparable harm and therefore may seek injunctive relief in addition to any other right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute. The party that violates or threatens to violate Section 11 will not raise the defense of an adequate remedy at law.

12 . Insurance

DARDAFON.net and PTK will each be responsible for carrying their own commercial insurance coverage and for any insurance required by law with regard to their respective employees and employee benefits.

12.1 DARDAFON.net 's General Third Party Indemnity

Pursuant to the procedures described in **Annex 6**, DARDAFON.net will indemnify and defend PTK, the PTK Affiliates, and their respective directors, officers, agents, employees and Customers (each, a “PTK Indemnity”) from and against all claims, damages, losses, liabilities, costs, expenses and reasonable attorney’s fees (collectively "Damages") arising out of a claim by a third party against a PTK Indemnity to the extent resulting from or alleged to have resulted from any act or omission of DARDAFON.net under or related to this Agreement.

12.2 PTK’s General Third Party Indemnity

Pursuant to the procedures described in **Annex 6**, PTK will indemnify and defend DARDAFON.net, its Affiliates, and their respective directors, officers, agents, employees and End Users (each, a “DARDAFON.net Indemnity”) from and against all Damages arising out of a claim by a third party against a DARDAFON.net Indemnity to the extent resulting from or alleged to have resulted from any act or omission of PTK under or related to this Agreement.

13 . Breach, Remedies and Early Termination of the Agreement

13.1 Breach

In addition to other events of breach set forth in this Agreement, each of the following constitutes an event of breach under this Agreement:

- (i) PTK or DARDAFON.net fails to make a payment of money, which failure continues for more than forty-five (45) days after written notice from the other party;
- (ii) PTK or DARDAFON.net fails to comply with Section 11, if that failure is not cured within ten (10) days after receipt of written notice from the party owning or enforcing that mark.

Upon the occurrence of either of the events of breach specified above, the non-breaching party may, upon fifteen (15) days’ notice to the breaching party, terminate this Agreement, trigger the applicable transition period, and pursue any other right or remedy under this Agreement. Except otherwise provided, the termination will be effective on the day following the end of the applicable transition period.

13.2 Early Termination by PTK Due to Loss of Licenses

If PTK ceases to be licensed by the TRA to provide GSM Service in all or a substantial part of Kosovo, PTK may terminate this Agreement without any liability, by giving DARDAFON.net at least one hundred and twenty (120) days prior written notice.

13.3 Length of and Duties during the Transition Period

Upon giving of notice of termination of this Agreement, PTK, at DARDAFON.net’s (or its successor in interest) request, will continue to provide GSM Services to DARDAFON.net (or its successor in interest) in the terminated Market(s) for a transition period as described below. At the end of the transition period, PTK may terminate GSM Service to DARDAFON.net (or its successor in interest) and the End Users on the PTK Network without incurring any liability.

- (i) The transition period for termination under Section 13.1 is 30 days after the date of the notice of termination and applies to those End Users on the PTK Network as of the date of the notice of termination.

- (ii) The transition period for termination under Section 13.2 is one (1) year after the date of the notice of termination and applies to those End Users on the PTK Network as of the 120th day after the date of the notice of termination.

13.4 Effect of Termination

Termination of this Agreement is without prejudice to any other right or remedy of the parties under this Agreement. Termination of this Agreement for any cause does not release either party from any liability which, at the time of termination, has already accrued to the other party, or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination. DARDAFON.net will remain responsible for its obligations to its agents and End Users.

14 . Confidentiality

This Agreement is subject to the terms of that certain Mutual Non-Disclosure Agreement dated 26 August 2008 (“NDA”), set forth in Annex 8 hereto.

15 . Assignment

This agreement may be assigned by DARDAFON.net to a third party upon thirty (30) days’ advance written notice to PTK.

16 . General Provisions

16.1 Notices and Inquiries

Except as otherwise provided, all notices and inquiries will be in writing and mailed (certified or registered mail, postage prepaid, with acknowledgment of delivery) or sent by hand or overnight courier, (with acknowledgment of delivery), or by facsimile (with facsimile acknowledgment) addressed as follows:

If to DARDAFON.net :

Fusha e Pejes p.n
Peje,
Republic of Kosovo
Attention: Blerim Devolli
Facsimile: 039 434 584

With a copy to:

DARDAFON.net Archive

If to PTK:

Dardania nn
HQ, Prishtine
10000 – Republic of Kosove
Attention: Vala Management

Facsimile: 038 545 423

With a copy to:

PTK Archive

Any party may from time to time specify a different address by notice to the other party. Any notice is considered given as of the date delivered.

16.2 Construction

The definitions in this Agreement apply equally to both the singular and plural forms of the terms defined. The words “include”, “includes” and “including” are deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, any references to any agreement, Annex or Exhibit or to any other instrument or statute or regulation are to it as amended and supplemented from time to time (and, in the case of a statute or regulation, to any corresponding provisions of successor statutes or regulations). Any reference in this Agreement to a “day” or number of “days” is a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and that calendar day is not a business day for PTK or DARDAFON.net , then the action or notice will be deferred until, or may be taken or given on, the next business day. This Agreement will be construed simply according to its fair meaning and not strictly for or against any party. No rule of construction requiring interpretation against the draftsman will apply in the interpretation of this Agreement. Except otherwise provided, if there are any inconsistencies between any Annex or Exhibit, and the body of this Agreement, the body of this Agreement controls.

16.3 Independent Contractors

The parties do not intend to create any agency, partnership, joint venture or other profit-sharing arrangement, landlord-tenant, or lesser-lessee relationship, or any relationship other than seller-buyer. DARDAFON.net will not represent itself (i) as an agent or representative of PTK or (ii) as a purchaser of GSM Services in any way not specifically provided for herein. Each party will be solely responsible for the payment of compensation, workers’ compensation, unemployment insurance and for withholding or paying employment-related taxes to or with respect to its own employees. PTK will be solely responsible for or entitled to the payment or receipt of any fees paid to or received from third party service providers with respect to data, content or services, if any.

16.4 Survival

The provisions of this Agreement that by their content survive the termination of this Agreement will survive the termination.

16.5 Headings

The article and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

16.6 Severability

Every provision of this Agreement is intended to be severable unless expressly indicated otherwise. If any term or provision of this Agreement is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the illegality, invalidity or unenforceability will not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects the intent.

16.7 Governing Law; Exclusive Venue

This Agreement will be governed by and construed in accordance with the laws of the Republic of Kosovo, without regard to the conflict of laws principles thereof.

Any disputes by the parties under this Agreement will be subject to an internal dispute resolution procedure to be agreed. If the matter cannot be resolved via that procedure, either party may initiate arbitration in London, England, under the rules of the International Chamber of Commerce (“ICC”). If the Parties cannot agree on a single arbitrator, each Party will appoint one arbitrator and the two arbitrators will appoint a third arbitrator. All arbitration awards are final, and cannot be challenged in court. The party initiating the arbitration shall bear the cost of such initiative.

16.8 Entire Agreement; Amendments

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matters covered therein and supersedes all prior agreements (except the Non-Disclosure Agreement in Annex 8 hereto), oral or written, and other communications between the parties relating to the subject matter of this Agreement. Except as otherwise provided in this Agreement, no amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties.

Parties acknowledge and agree that should any kind of Arbitration take place in the Republic of Kosovo the Albanian language of the agreement shall prevail. In any event that such Arbitration takes place outside the territory of Republic of Kosovo the English version of the agreement shall prevail.

16.9 Parties in Interest; Limitation on Rights of Others

Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person other than the parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained in this Agreement.

16.10 Waivers; Remedies

The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce the term, but any waiver is effective only if in a writing signed by the party against which the waiver is to be asserted. Except as otherwise provided in this Agreement, no failure or delay of any party in exercising any right under this Agreement will operate as a waiver thereof, nor

will any single or partial exercise of any right, or any abandonment or discontinuance of steps to enforce the right, preclude any other or further exercise thereof or the exercise of any other right.

16.11 Force Majeure

If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the party affected, the party affected by the Force Majeure is excused on a day-by-day basis to the extent of the interference, if the party notifies the other party as soon as practicable of the nature and expected duration of the claimed Force Majeure, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed. A “Force Majeure” under this Section 16.11 includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war or national emergency; (iii) strikes, boycotts, lockouts or other labor difficulties, (iv) the lack of or inability to obtain permits or approvals, necessary labor, materials, energy, components or machinery, telecommunication line facilities or MDNs, and (v) judicial, legal or other action of any Governmental Authority.

16.12 Disclosure

All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or the purpose of this Agreement are to be coordinated with and consented to by the other party in writing prior to the release thereof.

This Agreement made as of the date first written above.

PTK JCS

DARDAFON.net LLC

By: _____

By: _____

Name: Shyqyri HAXHA
Title: Chief Executive Officer

Name: Blerim DEVOLLI
Title: President

Date: _____

Date: _____

Annex 1

GSM Services to be provided

This Agreement covers the following GSM Services. Additional GSM Services may be included from time to time, as the same are introduced by PTK on its GSM Network.

1) Core Network Services

- a. GSM Voice Telephony
- b. All supplementary GSM services, included but not limited to Caller ID (CLIP), Caller ID Restriction (CLIR), Call Forwarding, Call Waiting, Voice Mail and any other service requested by PTK, subject to PTK ability to provide.
- c. Internet Access
- d. General Packet Radio Service (GPRS)
- e. Multimedia Messaging Service (MMS)
- f. Short Message Service (SMS)
- g. E-mail Service
- h. Any other Value-Added service upon DARDAFON.net request and subject to PTK ability to provide.
- i. Roaming when abroad (initially limited to prepaid roaming)
- j. International Inbound/Outbound Service

2) Support Services

- a. Access to and use of PTK's Home Location Register (HLR)
- b. Access to and use of PTK's Activation Platform
- c. Access to and use of PTK's Prepaid Billing Platform
- d. Access to and use of PTK's Postpaid Billing Platform, when available
- e. Access to and use of PTK's Bulk Messaging Gateway (BMG), when available
- f. Access to and use of PTK's Trouble Reporting Platform
- g. Documentation, e.g., for End Users and for customer service agents
- h. Directory Assistance Service
- i. Operator-assisted calls
- j. Emergency Call Service

- k. Provision of SIM Cards for End Users, if and to the extent DARDAFON.net does not obtain such cards from independent third parties

3) Customized Services

- a. Additional services will be agreed via separate written agreement, or may be agreed via an annex to this Agreement after signature of the Parties.

Annex 2

DARDAFON.net Compensation to PTK

1. Revenue Sharing

DARDAFON.net will pay to PTK, on a monthly basis, 22% percent of DARDAFON.net 's Total Revenue, as defined below, derived from the resale of PTK Services to End Users.

For purposes of this calculation, DARDAFON.net 's "Total Revenue" will exclude DARDAFON.net 's bad debt (i.e., uncollectible postpaid accounts) and all revenues derived from (1) sale of services to End Users for or in connection with which DARDAFON.net has made payments to PTK pursuant to Section 2. of this Annex; (2) sale of Roaming services where such services are provided via DARDAFON.net 's own agreements with foreign GSM operators; and (3) sale of International Inbound or Outbound services that are provided via DARDAFON.net 's own international gateway.

PTK shall not be responsible for any 'bad debts' that may be incurred by DARDAFON.net 's customers.

Except for the services listed below, such revenue-sharing formula will be the exclusive means of compensation to PTK for the use of PTK's Network.

1.1 Taxes

In addition, both parties acknowledge that PTK and DARDAFON.net respectively are independent companies in regards to their tax obligations in accordance with applicable laws in Kosovo and both parties shall be responsible and commit to the their own tax obligations. PTK shall invoice DARDAFON.net on monthly basis including VAT based on its offered services, excluding the services that are not subject of VAT.

2. Pricing for Certain Services

As an exception to the general revenue-sharing compensation arrangement described above, the Parties will negotiate in good faith and agree on charges and credits for certain services as follows:

2.1 Roaming Services

2.1.1 DARDAFON.net will pay PTK a charge per minute of use by End Users while roaming via PTK roaming agreements with foreign GSM operators.

2.1.2 Such charge will equal the roaming revenues generated from End Users based on the agreed revenue share model

2.1.3 The roaming revenues that are subject of revenue share are considered the remaining amount excluding VAT, Roaming Charges and Charges for Signaling Services.

2.1.4 **Roaming Charges** shall mean charges invoiced to PTK by international mobile operators in respect of calls (voice and data) made by customers of DARDAFON.net using the network of international mobile operators.

2.1.5 PTK will handle and DARDAFON.net will assist in Fraud Prevention Procedures in compliance with GSM Association Permanent Reference Documents.

2.1.6 PTK will provide DARDAFON.net with reports on Roaming usage.

2.1.7 All fees and charges that may be invoiced to PTK by its Roaming Partners and related to any kind of roaming and/or SMS Interworking services will be re-invoiced entirely to DARDAFON.net by PTK.

2.2.3 There will be no payment to PTK for roaming services upon DARDAFON.net's own Roaming Agreements, when Kosovo receives its own country code.

2.2 International Outbound Service

2.2.1 DARDAFON.net will pay PTK a charge per minute of use for outbound international calls made by an End User over PTK's international network.

2.2.2 Should DARDAFON route traffic via PTK International Gateway such charge will equal the revenues generated from End Users using international outbound services based on the agreed revenue share model.

2.2.3 The international outbound service prices under the section 2.2.2 will be determined by PTK.

2.2.4 There will be no payment to PTK for international outbound calls via DARDAFON.net's own International Gateway, when Kosovo receives its own country code.

2.3 International Inbound Service

2.3.1 PTK will pay DARDAFON.net a charge per minute of use for international inbound calls made to an End User over PTK's International Gateway. The terminated traffic is measured by the second and from the first second. The seconds will be converted daily in a rounded amount of minutes for the invoicing.

2.3.2 Such charge will equal $(100 - X) \%$ of the revenues generated from international inbound calls to End Users.

2.3.3 The international inbound service revenues are considered the total number of minute's time price per minute equal to $YY \text{ €}$.

2.3.4 There will be no credit for inbound international calls via DARDAFON.net's own International Gateway, when Kosovo receives its own country code.

2.3.5 DARDAFON.net will rely on the data provided by PTK in the Progress Reports for as long as DARDAFON.net will not have the technical means to produce

such Progress Reports and shall not dispute the amounts reflected in such Progress Reports.

2.3.7 From the moment DARDAFON.net will be able to produce Progress Reports the Parties shall negotiate in good faith the adjustment procedures.

2.4 Certain Support Services

DARDAFON.net will pay PTK charges for the following support services:

- 1) Use of PTK Prepaid and (when available) Postpaid Billing Platforms
- 2) Directory Assistance calls
- 3) Operator-assisted calls
- 4) Provision of SIM Cards to DARDAFON.net , at €1.25 per SIM Card. Price is excluding VAT.

2.5 Sales forecast

For the purposes of PTK prepay tax payments in accordance with Kosovo Tax Administration regulations, DARDAFON.net will provide PTK with its monthly sales forecasts. These forecasts will be issued to PTK at latest 15 calendar days before start of each month.

Annex 3

DARDAFON.net End Users Traffic forecast

1. DARDAFON.net will forecast on a quarterly basis the number of its End Users for the following quarter of the year, and will provide to PTK the following projections:
 - Traffic in Mili-erlangs of expected calls at the peak hours;
 - Number of expected calls at the peak hours;
 - Number of expected SMS at the peak hours;
 - Number of expected MMS at the peak hours;
 - Expected traffic calculated in Kilobytes, at the peak hours;
 - Expected number of new End Users;
 - Expected values for refilling vouchers;

2. DARDAFON.net 's first forecast based on above paragraph 1. will be provided by not less than 45 working days prior to commencement of providing services.

Annex 4

Traffic Records

1. PTK will provide DARDAFON.net with access to all Call Detail Records (“CDRs”) for End Users’ usage of the Network, on a near-real-time basis, as such term is agreed by the Parties, in order for DARDAFON.net to bill its End Users and respond to End User questions regarding their usage of DARDAFON.net services.

In addition, PTK will prepare and provide to DARDAFON.net on a monthly basis the following data records for DARDAFON.net usage of the PTK Network:

- Number and duration of calls completed successfully and terminating within the Network;
 - Number and duration of calls completed successfully and terminating off-Network;
 - Number and duration of calls completed successfully and terminating to an international destination;
 - Number of SMS sent by DARDAFON.net End Users to different destinations;
 - Number of MMS sent by DARDAFON.net End Users to different destinations; and
 - Number of data calls and quantity of transferred data by DARDAFON.net End Users.
2. The unit used for metering of the duration of each call is the second.
3. For each calculated period, the report for realized calls, as specified in section 1. above, will be presented in full minutes.
4. At the time that PTK will be able to handle postpaid services; all records will be organized based on MDN numbers.

Annex 5

Tests and Beginning of DARDAFON.net Sales activities

Tests

- 4.1 Prior to commencement of DARDAFON.net sales activities, all services that DARDAFON.net will provide to its End Users under this Agreement will be tested as described herein.
- 4.2 Test will be also carried on by PTK with improvement/changes in the system in order to ensure QoS.
- 4.3 DARDAFON.net will submit to PTK a list of tests that it intends to carry on two (2) weeks before start of the testing period. The list will include the number of tests, type of tests, short description, date and place of tests conducted and the expected results. PTK will check the list and if necessary will add tests or propose changes.
- 4.4 All tests will be conducted based on the specifications IR.24, IR.35 and IR.60, and the testing of direct method of calculation with the procedure used by PTK within its network but adjusted for DARDAFON.net .
- 4.5 All tests will be conducted by both Parties and enabling PTK's technical personnel to do the first tests.
- 4.6 DARDAFON.net is obliged to provide 5 (five) SIM cards one week prior to the beginning of testing period.
- 4.7 PTK will complete first testing within 7 (seven) days.
- 4.8 Tests of new and additional services will be conducted in the same manner and with same procedure, as determined in the previous paragraphs. For example, roaming service with new international roaming partners will be tested before rollout to End Users.

Beginning of DARDAFON.net Sales activities

- 4.9 The beginning of sales activities is defined as the moment when DARDAFON.net starts to provide services to its End Users.
- 4.10 DARDAFON.net will notify PTK in writing of the expected date of beginning of sales activities. .
- 4.11 Taking into account PTK's Network capacities, the Parties with consult with each other regarding the implementation time frame for PTK services to be provided to DARDAFON.net and the connection of End Users to the Network, and will confirm DARDAFON.net 's expected date of beginning of sales activities.
- 4.12 The Parties understand and agree that the target date for the beginning of sales activities, as of the date of execution of this Agreement, is January 1, 2009. The Parties will make their respective best efforts to achieve such date without delay.
- 4.13 However, parties acknowledge and agree that the date stated above in 4.12 (above) it does not depend solely on PTK. DARDAFON.net acknowledges that PTK is currently working on its 'network extension project' (which enables this agreement to be in force) and that PTK reserves the right to notify DARDAFON.net at last 10 days in regards to any technical delays that may occur.
- 4.14 In the event that DARDAFON.net purchases SIM Cards and/or Scratch Cards from PTK, DARDAFON.net will provide PTK with artwork for such cards not less than thirty (30) days prior to the requested delivery date.

- 4.15 In the event DARDAFON.net purchases Scratch Cards from an independent vendor, PTK will provide to such vendor the relevant Scratch Codes, and DARDAFON.net will reimburse PTK's costs incurred in connection therewith.

Annex 6

Indemnification Procedures

- (a) Any Indemnity entitled to indemnification under this Agreement shall notify promptly the indemnifying party in writing of the commencement of any action or proceeding by any third party with respect to which a claim for indemnification may be made pursuant to Section 12 of this Agreement (a "Third Party Claim"), but the failure of any Indemnity to provide such notice shall not relieve the indemnifying party of its obligations except to the extent the indemnifying party is actually materially prejudiced thereby.
- (b) In case any Third Party Claim is brought against an Indemnity and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, unless in the reasonable opinion of outside counsel to the Indemnity a conflict of interest between such Indemnity and the indemnifying party may exist in respect of such claim, to assume the defense thereof, to the extent that it chooses, with counsel reasonably satisfactory to such Indemnity, and after notice from the indemnifying party to such Indemnity that it so chooses, the indemnifying party shall not be liable to such Indemnity for any legal or other expenses subsequently incurred by such Indemnity in connection with the defense thereof other than reasonable costs of investigation; provided, however, that (i) if the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within twenty (20) days after receiving notice from such Indemnity that the Indemnity believes it has failed to do so; or (ii) if such Indemnity who is a defendant in any Third Party Claim which is also brought against the indemnifying party reasonably shall have concluded that there may be one or more legal defenses available to such Indemnity which are not available to the indemnifying party; or (iii) if representation of both parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct, then, in any such case, the Indemnity shall have the right to assume or continue its own defense as set forth above (but with no more than one firm of counsel in each jurisdiction) and the indemnifying party shall be liable for any expenses therefore.
- (c) No indemnifying party shall, without the written consent of the Indemnity, which consent shall not be unreasonably withheld, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any Third Party Claim unless such settlement, compromise or judgment (i) includes an unconditional release of the Indemnity from all liability arising out of such action or claim, (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Indemnity and (iii) does not include any injunctive or other non-monetary relief.
- (d) No indemnifying party shall have any liability for claims of less than €50,000.00 in amount.
- (e) In the event the indemnifying party agrees to or is determined to have any obligation to indemnify the Indemnity, the indemnifying party shall promptly pay

to the Indemnity by wire transfer of immediately available funds to the account or accounts designated by the Indemnity.

Annex 7

Heads of Agreement

Genc Lami to attach it!

Annex 8

Non-Disclosure Agreement

PTK HQ
Dardania nn, 10000 Prishtina
Republic of Kosova
T 381 38 000 000
F 381 38 000 000
info@ptkonline.com
www.ptkonline.com

Posta dhe Telekomit i Kosovës Ndërtesa Qendore, kati I
6, zyra I Prokurimit Nr. 601 Dardania, Prishtinë,
Kosovë,

27th August, 2008

Dear Sirs

CONFIDENTIALITY AGREEMENT

In connection with our discussions on a variety of matters following the announcement to engage in discussion on a MVNO Partnership between Post and Telecommunication of Kosovo JSC (“PTK”) and DARDAFONE, we expect to give each other information concerning our respective groups of companies. As a condition to each of us providing to the other Confidential Information (as defined below), we each agree and undertake to be bound by the terms of this Confidentiality Agreement. Such agreement and undertaking shall apply to each of us, together with our respective group companies and their officers and employees.

In this Confidentiality Agreement, the following words and phrases shall have the following meanings:-

“Associate” means in respect of each party, its agents, advisers, employees or directors, and those agents, advisers, employees or directors of its group companies;

“Authorised Person” means any employee or professional advisers of either Party who needs to know the Confidential Information for the purpose of the discussions referred to above

“Confidential Information” means all financial, commercial, technical, operational, organisational, staff, legal, management and other information, data and know-how regarding, respectively, our respective groups of companies, and the Project, including our respective products, assets, networks and data-networks, customers, suppliers, and employees which may be supplied orally or in writing or in any other form by either of us or by our Associates;

“Confidentiality Agreement” means the terms of the confidentiality agreement as set out in this letter;

“Purposes” means a purpose or action forming part of or directly related to the Project;

“Recipient” means the party to whom Confidential Information is disclosed.

The word "party" shall be construed so as to include each party's respective group of companies and "us", "our" and "we" where the context allows, shall be construed accordingly.

It is further agreed and accepted as follows:-

1. In consideration of the other agreeing to be bound by this Confidentiality Agreement, each party may disclose to the other, or arrange for its Associates to disclose to the other, Confidential Information.

2.1 Each party will keep confidential and secret and not disclose to any of its Associates that are not an Authorised Person or any third party the Confidential Information or any part thereof and will not in any circumstances use the Confidential Information supplied to it by the other party or its Associates other than for the Purposes. Each party will establish and maintain effective security measures to safeguard all Confidential Information and any copies of it secure from unauthorised access, use, reproduction or disclosure.

2.2 For the avoidance of doubt, the parties will not:

a) disclose to each other information on any business sensitive data, such as customers, prices, product developments or business strategy or any other matter that might have the effect of materially affecting competition;

b) be under an obligation to disclose to each other any information in respect of which the disclosing party has an obligation of confidentiality to a third party, except where the consent to such disclosure has been obtained from the relevant third party.

2.3 Each party will make its Authorised Persons aware of the provisions of this Confidentiality Agreement and cause them to use the Confidential Information only for the Purposes, to maintain such information in confidence, and not to disclose the Confidential Information to any person.

2.4 A party shall be responsible for any breach of this Confidentiality Agreement by its Associate as if such breach were committed by the party itself.

2.5 If either party or its Associates breaches this Confidentiality Agreement, it shall notify the other party as soon as possible.

2.6 Each party will provide to their own Authorised Persons and Associates working on the Project appropriate details of the obligations imposed by this Confidentiality Agreement and guidance to enable compliance of the parties with any applicable issues of confidentiality and/or competition law.

3. Neither party will make nor authorise the making of, any copies (in any media whatsoever) of the Confidential Information nor any part thereof except with the prior written approval of the disclosing party.

4. The restrictions on use and disclosure set out in paragraphs 2 and 3 do not apply to any information which:-

4.1 is already in the possession of the Recipient (as evidenced by its written records) prior to its disclosure pursuant to this Confidentiality Agreement without any obligation of confidentiality or restriction on use by the Recipient;

4.2 is or comes into the public domain or otherwise ceases to be of a confidential nature other than as a result of an act or omission hereunder by the Recipient or one of its Associates;

4.3 becomes available to the Recipient on a non-confidential basis from a source other than the other party or its Associates;

4.4 is separately generated by the Recipient's Associates who have not had access to the Confidential Information; or

4.5 is required to be disclosed by any law or order of a court of competent jurisdiction, recognised stock exchange, regulatory or competition authority, governmental department or agency provided that prior to such disclosure the party required to disclose shall consult with the other as to the proposed form, nature and purpose of the disclosure.

5. We each agree upon demand by the other to:-

(a) upon request to return or destroy all Confidential Information supplied to us and all copies thereof which are in our respective possession or under our respective control or which have been supplied to any of our respective Associates;

(b) destroy or have destroyed all notes, memoranda and other documents or computer files or records prepared by us (or our Associates) which contain Confidential Information; and

(c) promptly thereafter provide a certificate signed by an officer of our company certifying that we have complied with the obligations of paragraphs 5(a) and 5(b) in their entirety.

6. Save as expressly agreed in writing:-

6.1 neither party nor its Associates have given or made nor gives or makes in connection with the Purposes any warranties, assurances, statements, representations, undertakings or assumptions of liability in relation to the Confidential Information; and

6.2 each party hereby acknowledges that it has not relied and is not relying in connection with the Purposes upon any such warranties, assurances, statements, representations, undertakings or assumptions of liability.

7. For the avoidance of doubt, nothing contained herein shall be construed as an offer or an agreement to grant either party any rights in or option over the other, or in relation to the Project, and neither party will at any time for any reason whatsoever be under any obligation to compensate the other for the work undertaken or for any expenses incurred in relation to this Confidentiality Agreement or in connection with any matter arising in relation thereto or in connection with any investigations, evaluations or negotiations preliminary to or with a view to entering into the contemplated transaction.

8. Each party expressly acknowledges and agrees that damages may not be an adequate remedy for breach of this Confidentiality Agreement and that an aggrieved party is therefore entitled to seek the remedies of injunction, specific performance or other equitable relief, for any threatened or actual breach of this Confidentiality Agreement by the other party, and that no proof of special damages shall be necessary for the enforcement of this Confidentiality Agreement.

9. Each party reserves the right, in its sole and absolute discretion, to reject all and any proposals and to terminate discussions with the other party at any time.

10. Subject to the provisions of paragraph 4.5, neither of us will disclose to any third party the existence or subject matter of this Confidentiality Agreement (including the fact that negotiations are taking place) or the fact that the Confidential Information will be or has been supplied to either of us.

11. The obligations contained in this Confidentiality Agreement shall expire two years from the date hereof.

12. A person who is not a party to the Confidentiality Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13. This Confidentiality Agreement shall be governed by and construed in all respects in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

14. This Confidentiality Agreement shall not be assignable by either party without the prior written consent of the other party.

15. Each party will obtain its own legal guidance and advice in respect of any issues related to the disclosure of information (including but not limited to regulatory or competition law issues) as part of the Project.

We each confirm our agreement to and acceptance of the above terms and conditions.

Agreed and accepted
for and on behalf of
DARDAFONE LLC

Agreed and accepted
for and on behalf of
PTK JSC

.....

.....

By

By

Title.....

Title

Date.....

Date

Annex 9

Escalation Plan

1.1 Service Level Agreement (“SLA”)

1.1.1 Reaction time

The reaction time is the period from notification of the error until the acknowledgement by Alcatel

1.1.2 Error correction time

The error correction time is the period from acknowledgement of the error by Alcatel until the cause of the impairment has been bypassed.

1.1.3 Error notifications:

Category	Reaction time	Error correction time:
Error category 1	15 min	4 hours

Error category 2	15 min	24 hours
Error category 3	2 h	14 days
Error category 4	next business day	best effort

Errors of category 1 and 2 shall be notified by telephone to Alcatel