

WHOLESALE LINE RENTAL AGREEMENT

between

[OAO]

and

Entreprise des P&T Luxembourg

DATED [to be specified]

Proprietary & Confidential Information

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WLR Agreement

AGREEMENT

Between

[OAO], a [joint-stock] company incorporated under [Luxembourg] law and registered at the Trade Register of [Luxembourg city] under number [●], having its registered office located [.....], L-XXXX Luxembourg,

represented by Mr. [Forename, name], acting as [●], duly empowered, hereafter the "Operator"

and

Entreprise des Postes et Télécommunications, an autonomous "*Etablissement Public*" created by the law dated August 10th, 1992, having its principal office located at 8A, avenue Monterey, L-2020 Luxembourg,

represented by Mr. [Forename, name], acting as [●], duly empowered, hereafter "EPT".

The Operator and EPT being hereafter referred individually as to a "Party" and together as to the "Parties"

WHEREAS

- A. The Operator is a legal person providing telecommunication services and certifies and acknowledges to be duly notified at the ILR pursuant to the law of February 27, 2011 on Networks and Electronic Communications Services for the provisioning of the telephone services specified in the RLO to End-users, and notably to run public switched fixed telephony services ("Service Notification"), and certifies and acknowledges to be duly authorized to run public switched fixed telephony services in the Grand-Duchy of Luxembourg.
- B. EPT is the established telecommunications operator in Luxembourg, which has been required by ILR to provide regulated services to OAOs, to which belongs the Operator, and in particular the WLR Services as referred to and detailed in the applicable RLO.
- C. The Operator having requested to EPT to be supplied with certain services and facilities covered by the applicable RLO, the Parties have discussed the terms and conditions of this agreement on the provision on WLR Services (the "WLR Agreement"), based on the RLO approved by ILR, and have decided to enter into this WLR Agreement.
- D. In compliance with the applicable RLO, the Operator has prior entered into an interconnect agreement in line with the applicable Reference Interconnect Offer ("RIO") to benefit from interconnect services (the "Interconnect Agreement").

THIS BEING REMINDED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this WLR Agreement (including its recitals, appendices and/or subsequent amendments) the words and expressions used with a capital letter shall have the same meaning as defined in the applicable RLO, unless expressly specified otherwise in this WLR Agreement (in particular in Appendix 1 hereof) or where inconsistent with the context.
- 1.2 Clause, appendix and paragraph headings are inserted for reading purposes only and shall not affect the interpretation of this WLR Agreement.

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- 1.3 The schedules form integral part of this WLR Agreement and shall have effect as if set out in full in the body of this WLR Agreement and any reference to this WLR Agreement includes the schedules.
- 1.4 Unless expressly stated otherwise:
- (a) References to an article are references to an article of this WLR Agreement, while references to clauses and schedules are to the clauses and schedules of this WLR Agreement; references to paragraphs are to paragraphs of the relevant schedule;
 - (b) Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), while references to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
 - (c) A reference to one gender shall include a reference to the other genders and vice versa
 - (d) Words in the singular shall include the plural and vice versa, while references to a gender include any other gender;
 - (e) Writing or written includes faxes but not e-mail, except if specifically specified in this WLR Agreement;
 - (f) Where the words "include(s)", "including" or "in particular" are used in this WLR Agreement, they are deemed to have the words "without limitation" following them. The words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them;
 - (g) Any obligation in this WLR Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.5 If not expressly specified in, incorporated to or referred to this WLR Agreement:
- (a) prices or tariffs will be prices or tariffs as specified in the Appendix 2 attached hereto (the "Price List");
 - (b) relevant technical descriptions and procedures are described in the Operations Manual, the version applicable at the date of signature of this WLR Agreement being attached hereto as Appendix 4, while EPT may amend it afterwards from time to time, it being specified in such case that the updated version(s) will be made available on the Internet with information thereof to the Operator.

2. SCOPE

The purpose of this WLR Agreement is to set forth the specific terms and conditions whereby, in addition to the provisions of the WLR Services defined in the applicable RLO, which forms an integral part of this WLR Agreement, EPT shall provide, pursuant to the Law and the applicable RLO, and the Operator shall pay for the WLR Services as ordered by the latter.

3. WLR SERVICES

- 3.1 The WLR Services offered to the Operator under this WLR Agreement are those as detailed in the applicable RLO and which have been ordered by the Operator to EPT in compliance with the relevant ordering and provisioning procedures as referred to in the applicable RLO.
- 3.2 Should the Operator require from EPT additional features, facilities and/or services not covered by the applicable RLO, the Operator shall provide EPT with a written request specifying in detail its requirements and needs and EPT will examine the said request. If the Parties reach an agreement in this respect, it shall be formalized in writing and, if appropriate, the agreed terms shall be incorporated by way of amendment to this WLR Agreement.

4. NETWORK INTERCONNECTION, WLR SERVICES DELIVERY AND OPERATIONS

- 4.1 For EPT to be able to provide WLR Services to the Operator at the service level described in the present WLR Agreement:
- (a) the Parties shall prior interconnect their respective networks as defined in the Interconnect Agreement, and
 - (b) the Operator shall conform to the terms and procedures set out in the relevant Operations Manual.
- 4.2 WLR Service delivery and operations by EPT shall be in accordance with the Operations Manual, provided by EPT to the Operator, which shall conform to the general principles set out

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in the applicable RLO and this WLR Agreement. EPT may amend the Operations Manual from time to time upon prior notice to the Operator in order to adapt to the evolution of the technology, the relevant Law and/or the WLR Services.

5. BILLING

- 5.1 EPT shall provide to the Operator invoices of all amounts due to it in relation to the provision of WLR Services and related interventions, calculated in accordance with the applicable Price List and addressed to the billing address as defined in Appendix 3 hereof.
- 5.2 Invoices are due and payable in EURO within maximum forty-five (45) calendar days after their respective date of issuance (the "Due Date").
- 5.3 If the Operator fails to pay on the Due Date any amount due under this WLR Agreement, the Operator shall pay Interest at the current applicable legal interest rate on any such amounts from due date until the date on which payment is actually made.
- 5.4 If the Operator makes any overpayment resulting from information provided by the Operator (which is not attributable to information provided by EPT), EPT shall refund such overpayment but shall be under no obligation to pay any interest on the amount overpaid.
- 5.5 The Operator acknowledges that it may be subject to EPT's credit vetting policy procedures. Should EPT consider it necessary following the application of such procedures or should the Operator fail to pay the charges due under or in connection with this WLR Agreement, EPT may (without prejudice to any other rights and remedies available to EPT), at any time, require the Operator to pay a deposit or provide a guarantee as security for payment of future charges.
- The Operator agrees to pay such deposit or provide such guarantee within twenty-eight (28) calendar days of receiving EPT's notice requiring it to do so, failing which EPT reserves the right, without prejudice to any other rights and remedies available to it under this WLR Agreement or law, to refuse to accept any further orders for the WLR Services and to suspend performance of such of its obligations under this WLR Agreement as is reasonable in the circumstances until such deposit or guarantee is delivered.

6. CHARGES

- 6.1 The charges in this WLR Agreement are exclusive of VAT unless such charges are expressly specified to be inclusive of VAT. The Operator shall pay the charges calculated in accordance with, and within the time specified in this WLR Agreement.
- 6.2 Where VAT is chargeable in respect of the supply of goods or services for which the payment is consideration and insofar as such payments fall to be made under this WLR Agreement the amount of such VAT shall be paid in addition thereto.
- Without prejudice to this Clause 6, where any supply is made pursuant to this WLR Agreement, the recipient of the said supply shall pay to the concerned supplier the corresponding charges as well as the amount of any VAT chargeable in respect thereof.
- 6.3 EPT may revise the charges set out in the Price List at any time provided that EPT gives the Operator at least a 2-month prior written notice, except for the prices defined in the applicable RLO which take effect as specified in the applicable RLO.
- 6.4 If any charge or the means and/or methods of calculating that charge:
- (a) is subject to a legal challenge, the Parties shall, without prejudice, treat the determination as valid until the conclusion of the legal proceedings, unless the court otherwise directs. If the court finds the determination to be unlawful then the Parties agree to revert to the charges payable immediately prior to such determination being made and EPT shall make any necessary alterations to the Price List.
 - (b) has retrospective effect (for whatever reason but including without limitation by reason of a determination) that charge shall as soon as reasonably practicable be adjusted and recalculated and interest will be payable for any sum overpaid or underpaid as a consequence thereof at the legal interest rate applicable at the adjustment date as from the date of over or underpayment to the date of refund or payment in full.

7. EQUIPMENT COMPLIANCE

- 7.1 The Operator undertakes to use only equipment fully compliant with the technical specifications set forth in the applicable RLO (the "Compliant Equipment") and to operate them within the strict limits as specified in the said RLO.
- 7.2 For the sake of clarity, any EPT equipment remains and shall remain the whole and sole property of EPT at all times and nothing in this WLR Agreement shall be deemed as stating otherwise.
- 7.3 The Operator shall be responsible for EPT's Equipment and must take reasonable steps to ensure that nobody (other than someone expressly authorised by EPT) adds to, modifies or in any way interferes with it. The Operator will be liable to EPT for any loss of or damage to EPT's Equipment, except where such loss or damage is due to fair wear and tear or is caused by EPT, or anyone acting on EPT's behalf.
- 7.4 When EPT has reasonable grounds to believe that the Operator is using equipment or is permitting the use by its End-User(s) of equipment which is not Compliant Equipment, EPT may, where it considers it reasonable to do so, suspend or cease the provision of WLR Services, in whole or in part.
- 7.5 Each Party undertakes to comply with the specifications applicable to the provision of WLR Services pursuant to this WLR Agreement and/or the applicable RLO, in particular as regards to system alteration and specifications.

8. REVIEW

- 8.1 In addition to the specific case set forth in this WLR Agreement, a Party may seek to amend this WLR Agreement by serving on the other a review notice in the following cases:
- (a) The Service Notification of either Party is materially modified in whole or in part (whether by amendment or replacement); or
 - (b) A material change in the regulatory context of the telecommunications activities in the Grand-Duchy of Luxembourg, such as e.g. material change in the law or regulations (including codes of practice whether or not having the force of law) or enforcement action by any regulatory authority, affects or may reasonably affect the commercial or technical basis of this WLR Agreement, or
 - (c) A general review is requested by either Party during the first three (3) calendar months of any civil year or a special review is agreed upon by the Parties; or
 - (d) There is a material review of charges, in compliance with Clause 6.3 above.
- 8.2 In such cases, a review notice shall set out in reasonable detail the issues to be discussed between the Parties. On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be settled with a view to agreeing the relevant amendments to this WLR Agreement. For the avoidance of doubt, notwithstanding the service of a review notice, this WLR Agreement shall remain in full force and effect.
- 8.3 If the Parties fail to reach an agreement on the subject matters specified in a review notice pursuant to this Clause 8 within three (3) calendar months as from the delivery date of such review notice, either Party may, not later than three (3) calendar months after the expiration of the relevant period, request in writing the ILR to determine the matters upon which the Parties have failed to agree upon.
- 8.4 The Parties shall enter into an agreement to modify or replace the WLR Agreement in accordance with relevant ILR's order, direction, determination or consent unless such order, direction, determination or consent is subject to a legal challenge. If the ILR's order, direction, determination or consent is subject to a legal challenge, then the Parties shall modify or replace the WLR Agreement at the conclusion of the legal proceedings in accordance therewith.
- 8.5 The provisions of this Clause 8 are intended to establish a framework governing the review and determination of the provisions of this WLR Agreement, but are not intended to prejudice

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the Parties' rights, liabilities and obligations created by and under their respective Service Notification.

9. INFORMATION EXCHANGE, CONFIDENTIALITY

- 9.1 In order to implement this WLR Agreement, the Parties will have to exchange information and the disclosing Party undertakes to use reasonable endeavours to ensure that the information disclosed is correct to the best of its knowledge at the time of such information provision.
- 9.2 Within the frame of the RLO and this WLR Agreement, "Confidential Information" shall mean all information exchanged between the Parties in relation thereto and in particular all financial, technical, business and other information (including, without limitation, all agreements, files, technology, know-how, trade secrets, statistical information, forecasts, specifications, samples, memoranda, notes, reports and documents relating directly or indirectly to the WLR Agreement and/or the RLO) which may be provided, exchanged or disclosed by one Party to the other or is otherwise obtained by the other Party in relation to the WLR Agreement, by any and all means and on all existing or future supports, including transmission via networks Internet/Intranet.
- 9.3 For the avoidance of doubt, the following shall be not considered hereunder as Confidential Information by the Parties:
- (a) Information already in possession of or known by the receiving Party prior to the communication of such information by the other Party;
 - (b) Information communicated directly or indirectly to the public or to the receiving Party, from a source other than the other Party, without infringement of any third party's right nor any breach of confidentiality undertaking;
 - (c) Information independently and lawfully generated by the recipient Party without use or knowledge of the Confidential Information received from the disclosing Party;
 - (d) Information already part or that becomes part of the public domain, otherwise than by breach of this WLR Agreement by the receiving Party or its Authorised Persons;
 - (e) Information that must be communicated by judgment, statutory or regulatory obligation, decision of supervisory authority or compulsory laws, with obligation to the prosecuted Party to inform the other without undue delay of such request, in order to enable the other Party to be in a position to take actions to protect its own interests. ;
 - (f) Publication of all or part of this WLR Agreement or details thereof pursuant to the EPT's Service Notification and/or ILR's request;
 - (g) Information disclosed properly and reasonably to ILR, or to an arbitrator, expert or any person appointed by the Parties for the resolution of a claim or dispute;
 - (h) Information reasonably disclosed to obtain or maintain any listing on any recognised stock exchange; or
 - (i) Information communicated in case of emergency requiring, notably for safety, healthy or security purposes, such a disclosure.

The Party considering that any information is not a Confidential Information shall bear the proof of any condition specified in points a) to i) hereinabove.

- 9.4 The receiving Party undertakes, unless the disclosing Party gives its prior written authorization, they shall, during the entire duration of this WLR Agreement:
- (i) keep the Confidential Information in the strictest confidence;
 - (ii) protect the other Party's Confidential Information against disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its own confidential information;
 - (iii) not use the Confidential Information disclosed by the other Party for any other purpose than the implementation of the WLR Agreement and the provision of the WLR Services (the "Authorized Use");
 - (iv) not copy or otherwise duplicate any part of the Confidential Information or knowingly allow anyone else to copy or otherwise duplicate any part of the Confidential Information then under its control without the disclosing Party's prior written approval except for the strict Authorized Purpose and to leave, when making copies, all signs which indicate ownership or origin intact; and
 - (v) make Confidential Information only available to any employee, affiliated company, professional advisor or intended subcontractor or supplier having a reasonable need to know and provided disclosure of Confidential Information is strictly necessary to fulfill the

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Authorized Purpose in relation to either Party and this person, company or entity provably be bound to at least equal or substantially similar confidentiality obligations as comprised in this WLR Agreement (the "Authorized Persons").

- 9.5 This Clause 9 shall remain in full force and effect for the duration of this WLR Agreement and throughout the provision of WLR Services by EPT, as well as for a 3-year time period after the effective termination date of this WLR Agreement.
- 9.6 For the avoidance of doubt, nothing in this WLR Agreement shall require a Party to do anything in breach of any statutory, regulatory or contractual obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to the Data Protection legislation or the EPT's Service Notification.
- 9.7 Subject to Clause 11.1 below, the receiving Party shall indemnify the disclosing Party and keep it free and harmless against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the receiving Party to comply with the conditions reasonably imposed and identified at the time when the information was provided.

10. FORCE MAJEURE

- 10.1 EPT shall not be liable for any breach of this WLR Agreement caused by act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory obligation, industrial disputes of any kind (whether or not involving EPT's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom EPT is not responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- 10.2 EPT shall promptly notify the Operator of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Statement"). Upon cessation of the effects of the force majeure, EPT shall also promptly notify the Operator of such cessation.
- 10.3 If as a result of a force majeure, the performance by EPT under this WLR Agreement is affected, EPT shall perform those of its obligations not affected by a force majeure and deploy in such case its resources in such a way, when taken together with other obligations to its End-Users and third parties, as to avoid undue discrimination against the Operator. In counterpart, the Operator shall be released to the equivalent extent from its obligations to make payment for the services or facilities not performed by EPT because of the above or complying with its obligations in strict relation thereto.
- 10.4 Following a force majeure notification and if the effects of such force majeure continue for:
- (a) a continuous period of not more than six (6) months from the date of the Force Majeure Statement (whether or not a Force Majeure Statement of cessation has been given pursuant to Clause 10.2), any outstanding obligation shall be fulfilled by EPT as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the Operator;
 - (b) a continuous period of six (6) months or more from the date of the Force Majeure Statement while no Force Majeure Statement of cessation has not been given pursuant to Clause 10.3, the Operator may terminate this WLR Agreement by giving not less than 30-day prior written notice to EPT. For the avoidance of doubt, such notice shall be deemed not to have been given if a Force Majeure Statement of cessation is received by the Operator prior to the expiry of the said 30-day notice.
If this WLR Agreement is not terminated in accordance with the above provision, any outstanding obligations shall be fulfilled by EPT as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the Operator.

11. LIMITATION OF LIABILITY

- 11.1 EPT has no obligation of any kind to the Operator beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this WLR Agreement.

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- 11.2 Neither Party undertakes any liability for the acts or omissions of a third provider of telecommunications services.
- 11.3 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability.
- 11.4 Neither Party will be liable to the other for any claims, proceedings or actions brought or made against that Party by any of its own End-Users, it being specified that in such case the concentrated Party shall keep the other Party free and harmless of any such claims, proceedings or actions.
- 11.5 Neither Party shall be held liable to the other in contract, tort or otherwise, to the fullest extent authorised by Law, for indirect or consequential damage or any other loss of profit whatsoever arising in connection with the implementation of this WLR Agreement, howsoever caused.

12. WLR AGREEMENT TERM – ORDINARY TERMINATION

- 12.1 This WLR Agreement shall enter into force on its signature date provided the Interconnect Agreement is already entered into at the said date. Otherwise, this WLR Agreement shall only enter into force and have effect after the entry into force of the Interconnect Agreement. In all cases, this WLR Agreement shall continue until terminated pursuant to this WLR Agreement.
- 12.2 In the event that any Party ceases to benefit from a full and valid Service Notification, the Party so ceasing shall inform in writing the other Party thereof as soon as it has been informed of such occurrence and in any case at least three (3) months in advance.
- 12.3 Either Party may terminate this WLR Agreement at any time subject to a minimum 12-month prior written termination notice.

13. BREACH, SUSPENSION AND EXTRAORDINARY TERMINATION

- 13.1 If either Party is in material breach of (including failure to pay a sum due under this WLR Agreement), the other Party may serve a written notice ("Breach Notice") on such Party ("the defaulting Party") specifying the breach and requiring it to be remedied within:
- (a) 30 calendar days from the date of receipt of such Breach Notice; or
 - (b) in case of emergency, within such shorter period as the Party not in breach may reasonably specify.
- 13.2 If a Breach Notice is served, the serving Party may, until the breach is remedied, suspend in whole or in part the performance of such of its obligations under this WLR Agreement as is reasonable having regards to the circumstances and/or refuse to enter into any new order the defaulting Party may further submit to the serving Party, notably in relation to the WLR Services.
- 13.3 If the defaulting Party fails to remedy the breach within the period stated in the breach notice the Party not in breach may terminate this WLR Agreement on three-month written notice provided always that if the defaulting Party remedies the breach within such three-month notice period, this WLR Agreement shall not terminate as a result of such notice.
- 13.4 This WLR Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:
- (a) is unable to pay its debts; or
 - (b) has a receiver or administrative receiver appointed in relation to all or any of its assets; or
 - (c) has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
 - (d) has an administration order made in respect of its business; or
 - (e) enters into a voluntary arrangement due to Insolvency
 - (f) has anything which occurs in relation to it which is analogous to any of the foregoing under the law of any jurisdiction; or
 - (g) ceases to carry on business.

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- 13.5 Upon termination of this WLR Agreement, each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party. Each Party shall use reasonable endeavours to recover equipment made available by it.

If thirty (30) calendar days after the termination of this WLR Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a third party appearing to have control of a location where such equipment is situated), the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within ten (10) calendar days of the date of the demand.

- 13.6 Termination of this WLR Agreement shall not be deemed as a waiver of a breach of any term or condition of this WLR Agreement and shall be without prejudice to either Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.
- 13.7 Notwithstanding the termination of this WLR Agreement, Clauses 9, 11, 16 and 17 inclusive shall survive and remain in full force and effect for their specific term and in any case for a minimum of a 3-year period after the termination date, whichever may be the termination reason.
- 13.8 A Party's right to terminate or suspend performance of this WLR Agreement pursuant to this Clause 13 is without prejudice to any other rights or remedies available to that Party.

14. NOTICES

- 14.1 A notice served by either Party to the other shall be deemed as duly served if:
- delivered personally by hand, at the time of actual delivery;
 - sent by facsimile, upon its receipt being confirmed, at the time of its transmission;
 - sent by pre-paid first class post or recorded delivery post, forty-eight (48) hours from the date of its posting.

Should the above-mentioned times occur beyond business hours (meaning 9.00 AM to 5.00 PM Monday to Friday), the concerned delivery shall be deemed to have been done on the first business day in the place of receipt after the day of delivery as specified above.

- 14.2 Except as otherwise specifically provided in this WLR Agreement, all notices and other communications relating to this WLR Agreement shall be in writing and shall be sent as follows address:

▪ **If to the Operator:**

[OAO]

[exact mail address]

To the attention of [name, title]

Telephone: [to be completed]

Fax: [to be completed]

▪ **If to EPT:**

Entreprise des P & T

Direction Générale, Service Régulation Télécommunications

L-2020 Luxembourg

To the attention of: Mr. Jos Glod, Deputy Director General

Telephone: 4765-1 Fax: 47 51 10

- 14.3 If a Party appoints one or several agent for the purposes of this WLR Agreement and/or modifies the contact details specified here above or in Appendix 3 attached hereto, it shall notify it together with full contact details to the other Party without undue delay. Upon receipt of such notification, the other Party shall deal with the appointed agent(s) or contact(s) for such purposes until notification by the concerned Party of any appointment termination or change, as the case may be and as an express exception to the provisions of Clause 18.3 below.

15. RELATIONS WITH END-USERS

- 15.1 **New activation and transfer of services**

- 15.1.1 In case the Operator requests a new activation or a Migration, from EPT to the Operator, of WLR Services the Operator shall comply with the requirements set forth in the applicable RLO and this Clause 15.

Acting for these specific cases on special behalf of EPT as proxy holder, the Operator further undertakes to ensure that the End-User requesting either a new activation or a Migration as the case may be, sign, at the latest at time of the new activation or Migration request, a document in French/English/German of the form and content of the model that will be attached to the Proxy, whereby the End-User will agree to pay directly to EPT the services the said End-User purchases directly from EPT as specified in the applicable RIO and Interconnect Agreement (e.g. calls dialled with EPT's CSC, Internet access service via number range 12, etc.) subject to relevant EPT's General Terms and Conditions, upon receipt of corresponding EPT's invoices.

For the avoidance of doubt and subject to the EPT's prior review and express approval of the content, lay-out and form thereof which shall not be unreasonably withheld, the said form will be executed by the Operator on the express behalf of EPT provided the Operator acts within the strict limits specified in the Proxy and an original counterpart thereof shall be submitted by the Operator to EPT in parallel with the new activation or transfer request as specified in the applicable Operations Manual.

- 15.1.2 In case an End-User requests the transfer, in whole or in part, of telecommunications services (and in particular a Migration) from the Operator, being in such case Donor Operator, the Operator acknowledges that EPT will be under statutory obligation to achieve the required transfer to the Receiving Operator.

The Operator undertakes to handle directly, in compliance with relevant Law, any claim or dispute arising or existing with the said End-User, whichever may be the reasons, without impacting nor involving in any way EPT as transfer agent in relation to the concerned Migration as well as to hold EPT free and harmless of any and all consequences thereof.

15.2 Operator's collaboration

The Operator will take reasonable steps to ensure that its End-Users will provide a suitable place and conditions for EPT's equipment including connection points required by EPT and/or appropriate in relation to electricity network.

15.3 EPT's direct contacts

To the extend set forth in the applicable RLO, EPT may have to contact directly End-Users. For this purpose as well as for invoicing the services provided under Clause 15.1, the Operator shall ensure that EPT be provided with up-to-date and accurate contact information of the Operator's End-Users as well as with any additional information that may be reasonably requested by EPT from time to time.

16. GOVERNING LAW AND APPLICABLE JURISDICTION

- 16.1 The interpretation, validity and performance of this WLR Agreement as well as any disputes or claims arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Luxembourg.

- 16.2 The Parties will make their reasonable efforts to settle amicably any and all claims and disputes arising among them in relation to the execution, implementation, interpretation and/or termination of this WLR Agreement. Failing to reach such an amicable settlement, the Parties irrevocably agree that the courts of Luxembourg have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this WLR Agreement.

17. DISPUTES

- 17.1 If a Party wishes to invoke the dispute procedure set out in this article it shall notify as soon as reasonably practicable the other Party's liaison contact. The claiming Party shall include with such notice all relevant details including the nature and extent of the dispute.

- 17.2 Following a notification made under Clause 17.1 above, the Parties shall consult in good faith to try to resolve the Dispute at the working level (level 1) of the consultation. If agreement is not reached at level 1 the Dispute may be escalated to higher management (level 2). If agreement

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is not reached at level 2 the Dispute may be escalated to the Managing Directors (level 3). If a Party escalates a dispute, it shall record for the benefit of the next level all relevant details including what has already been agreed and what is not agreed concerning the dispute.

- 17.3 The name of each Party's liaison contact and representatives at each level of consultation shall be as specified in Appendix 3 "Contact Details and Escalations". No change to a liaison contact or representative shall be effective until it has been notified in writing to the other Party.
- 17.4 The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this WLR Agreement
- 17.5 Nothing herein shall prevent a Party from:
- seeking (including obtaining or implementing) interlocutory or other immediate relief;
 - referring the Dispute to ILR in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution.

18. FINAL CLAUSES

18.1 Entire agreement

This WLR Agreement contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this WLR Agreement.

For the avoidance of doubt, no provision of this WLR Agreement is intended to prejudice the rights, liabilities and obligations of the Parties created by and under the respective Service Notification(s) of each Party and/or the Law.

18.2 Order of precedence between documents

In case of any inconsistencies between:

- (a) the RLO and this WLR Agreement, the provisions of the RLO shall prevail;
- (b) the corpus of this WLR Agreement and any of its appendices, the provisions of the corpus of the WLR Agreement shall prevail;
- (c) two (2) or more appendices of the WLR Agreement, the provisions of the appendix ranked with the lower number shall prevail. Therefore, Appendix 1 shall prevail over Appendix 2, etc.

18.3 Variations, amendments

Except as expressly provided in this WLR Agreement, no amendment to this WLR Agreement shall be effective unless expressly agreed upon in writing and signed by a duly authorised representative of each Party.

18.4 Intellectual Property Rights

Except as expressly provided otherwise in this WLR Agreement, Intellectual Property Rights shall remain the property of the Party creating or having created and/or owning the same and nothing in this WLR Agreement shall be deemed to confer any assignment or licence of the Intellectual Property Rights of one Party to the other Party.

18.5 Waiver

Neither Party's failure or delay in enforcing in one or several occasions any term or condition of this WLR Agreement and/or any of its rights or remedies under this WLR Agreement or by law, including partial exercise thereof, shall be construed as a waiver of such rights or remedies. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver and it shall apply only in the circumstances for which it is given, and shall not prevent the Party who has given the waiver from subsequently relying on the provision it has waived.

18.6 Intuitu personae - Assignment

All rights under this WLR Agreement are personal to the Parties. Neither Party may assign its rights, benefits and/or obligations hereunder without the other Party's prior express written consent.

Notwithstanding the foregoing, EPT may transfer this WLR Agreement to any of its affiliates and shall inform thereof the Operator in writing.

WLR Agreement

18.7 Independent contactors and agency

18.7.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents).

18.7.2 Neither Party, including its respective employees, agents and/or representatives:
(a) is authorised nor shall at any time (i) act or attempt to act on behalf of the other Party, whichever may be the case and/or reason thereof and/or (ii) bind or attempt to bind the other Party in any manner whatsoever to any obligations; nor
(b) shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party.

For the avoidance of doubt, notwithstanding the above, the Operator will act on behalf of EPT to the express extend set forth in Clause 15.1 within the strict limits of the executed Proxy.

18.7.3 Nothing in this WLR Agreement shall be deemed to constitute a partnership or an agency between the Parties.

18.8 Successors

The rights and obligations of EPT and the Operator under this WLR Agreement shall continue for the benefit of, and shall be binding on, their respective successors, personal representatives and assigns.

18.9 Costs and further assurance

18.9.1 Each Party shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this WLR Agreement and any other agreement incidental to or referred to in this WLR Agreement (including any addendum thereto).

18.9.2 At all appropriate times after the execution of this WLR Agreement, the Parties shall, at their own expenses, execute all such documents and do all such acts and formalities as may be reasonably required for the purpose of giving full effect to this WLR Agreement.

18.10 Severability

18.10.1 If any provision of this WLR Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions thereof shall not be impacted thereby and shall remain in force. In such case, the Parties will make their best efforts to amend the invalid, unenforceable or illegal provision by a valid, enforceable or legal provision having the same goal and effect as the provision it is replacing and in line with the Parties' common intend at the time of signature of this WLR Agreement.

18.10.2 If any invalid, unenforceable or illegal provision would §e valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

WLR Agreement

IN WITNESS WHEREOF the duly authorized representatives of the Parties have executed this WLR Agreement in the English language on the date mentioned on the first page hereof, in Luxembourg, and in two (2) original counterparts, one for each Party.

For and on behalf of
[OAO]:

For and on behalf of
**Entreprise des Postes et
Télécommunications:**

Name:
Title:

Name: Jos GLOD
Title: Deputy Director General

Name:
Title:

WLR Agreement

APPENDIX 1

DEFINITIONS

In addition to the definitions given in the applicable RLO and/or expressly specified in the corpus of the WLR Agreement, the following terms shall have the following meanings:

Appendix	means any appendix attached to this WLR Agreement, including any subsequent modifications thereto, which form integral part thereof.
Intellectual Property Rights	means all rights in inventions, patents, copyrights, design rights, trade marks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world.
Operations Manual	The technical document(s) published on the Internet http://interconnect.ept.lu under an area restricted to the operators, also called "Manuel des Procédures" and related documents, covering the exchange of information between EPT and the Operator for order handling, service delivery, maintenance, trouble shooting and repair and any other terms and conditions related to WLR service operations.

WLR Agreement

APPENDIX 2

PRICE LIST

The WLR Services defined in the RLO will be invoiced pursuant to the price list of the applicable RLO.

Quotes for additional services not expressly covered by the RLO may be provided by EPT after prior commercial review upon Operator's written request.

APPENDIX 3

CONTACT DETAILS AND ESCALATIONS

to be reviewed and completed.

<i>EPT</i>	
Operational	<p>Regular contacts for order handling as defined in the Operations Manual.</p> <p>Escalation contacts :</p> <p>1st level : Roland Reinesch ; roland_reinesch@ept.lu Tel.:</p> <p>2nd level : Arsène Guerkinge ; arsene_guerkinge@ept.lu Tel :</p>
Fault acceptance	<p>Contact : Back Office Acceptation Dérangement</p> <p>Tel.: 4991-5868</p> <p>E-mail : bo_acc_der@ept.lu</p> <p>Requested fault report information :</p> <ul style="list-style-type: none"> - Circuit identification number - End User contact point: full name, contact time frames and phone number - SP contact point: full name, phone number - Type of service affected - Description of the reported fault <p>Fault acceptance :</p> <ul style="list-style-type: none"> - 24h/24, 7j/7 - outside normal working hours (Mo-Fr: 8h00-12h00; 13h00-17h00) <p>faults acceptance by telephone only</p> <p>Fault clearance:</p> <ul style="list-style-type: none"> - Fault clearance will be performed during normal working days from Monday - Friday from 8 a.m. to 12 a.m. and from 1 p.m. to 5 p.m. - Fault clearance outside normal working hours are possible upon explicit request and will be charged pursuant to the Price List.
Billing	<p>Entreprise des P&T Division des Télécommunications 2, rue Emile Bian L-2999 Luxembourg</p> <p>Tel.: 4991-5512 Fax : 4991-5209 E-Mail: carole_geiben@ept.lu Tel.: 4991-5546 Fax : 4991-5209 E-Mail: rene_peters@ept.lu</p>
Commercial/legal	<p>Entreprise des P&T Service Régulation Télécommunications 8a, avenue Monterey L-2020 Luxembourg</p> <p>Tel.: Fax : 46 39 84 E-Mail: with copy to :</p> <p>Tel.: Fax : 46 39 84 E-Mail:</p> <p>Escalation contacts :</p> <p>1st level :</p> <p>Tel.: Fax : E-Mail :</p> <p>2nd level :</p> <p>Tel.: Fax : E-Mail :</p>

Where issues are escalated to the escalation contact points, the subject of the related message(s) shall expressly and clearly contain the term « ESCALATION » and the ordinary or previous contact points shall have been consulted beforehand by the Operator.

WLR Agreement

to be reviewed and completed.

<i>Operator</i>			
	Name, address	Phone	E-mail
Operational			
Fault acceptance			
Billing			
Commercial/legal			

APPENDIX 4

OPERATIONS MANUAL

To be attached.