

SERVICES SUPPLY AGREEMENT

No. _____ /signed on _____

The services supply contract (the '**Contract**') consists of the General Contractual Clauses ('**GCC**'), the Special Contractual Clauses ('**SCC**') and this agreement (the '**Agreement**'). The contract is concluded on _____ :

- with a new Client for the assignment of the Contract concluded under No. _____ on _____ by means of remote communication
- outside business premises

by and between:

PRIME Telecom SRL, a Romanian legal person, with its registered seat in Bucharest, 1st District, 34 Lascar Catargiu Bd, Trade Registry No. **J40/10171/2000**, Tax Reference No. RO13506450, having Bank Account RO07BTRL04301202889149XX, opened with Banca Transilvania, Unirii Branch, **duly represented by Cristian Grigore**, in its capacity as supplier, **hereinafter referred to as "PRIME"** and

Name*:

to be filled in with the complete name, in accordance with the documents presented at the Initial Information stage

Registered office*:

Registration Number*:

Tax Reference Number*:

Bank Account

Contact

Fax: _____

e-mail: _____

Telephone: _____

by representative*

please specify the capacity of the representative (administrator, president of the board of administration, director, etc., in accordance with the documents presented at the Initial Information stage)

legal person Client

Name, Surname*

Personal Number Code

Identified by*

- Identity Card Series _____ No. _____
 Passport issuance date _____
 Residency permit Issued by _____

Domicile*:

Municipality _____, County/ District _____, Street _____ No. _____,
Block _____, Entrance _____, Floor _____, Apartment _____

natural person Client

In case of assignment, to be filled in with the assignor's data

Name*:

to be filled in with the complete name, in accordance with the documents presented upon the Initial Information

**Registered office*:
Registration Number*
Tax Reference Number*
Bank Account**

Contact

Fax:

e-mail:

Telephone:

by representative*

please specify the capacity of the representative (administrator, president of the board of administration, director, etc., in accordance with the documents presented at the Initial Information stage)

* The information marked with an (*) shall be supplied on a mandatory basis on the Contract signing date.

(The information below shall be filled out only if it is different from that supplied above)

Invoicing address: (e-mail or postal address)

Contact person:

as beneficiary, **hereinafter referred to as the "Client"**

Prime and the Client shall be hereinafter referred to individually as the **"Party"** and collectively the **"Parties"**.

Parties' representation

The Parties, through their legal representatives, hereby represent that the information above is consistent with the original documents presented by the Client in the Initial Information stage, the Client represents that it has read and understood all of the information included in CCG, CCS and the Agreement, which it agrees to, and in witness whereof, the Parties sign below

PRIME,

Client,

Section I - Services

By this Agreement, Prime undertakes to supply to the Client the following Services:

Prime TEL Service

Type of network access:		Additional Services			
<input type="checkbox"/> IP:		numbering private plan	<input type="checkbox"/>		
	IP address	short number dialling within the network	<input type="checkbox"/>		
<input type="checkbox"/> access provided by PRIME		fax receipt/sending by e-mail	<input type="checkbox"/>		
<input type="checkbox"/> own access		voice messaging	<input type="checkbox"/>		
<input type="checkbox"/> TDM		<i>Please complete the list, if applicable</i>			
<input type="checkbox"/> own E1 transport					
<input type="checkbox"/> E1 transport provided by PRIME					
Number of ports allocated:		<input type="checkbox"/> FXS	<input type="checkbox"/> E1		
Client Location	Address: <i>County/District, Locality, No., Street, floor, apt./office</i>				
Geographic number		Type of subscription	Units included	Monthly tariff (EUR w/o VAT)	Duration (months)
1.					
2.					
3.					
4.					
Terminal Equipment					
Serial no.		in custody	value (EUR)		
1.					
2.					
3.					
4.					
Connection tariff (EUR w/o VAT)					
Promotional offer		<input type="checkbox"/> YES	<input type="checkbox"/> NO		
Promotional offer details					
<i>Include here the tariffs applicable to all available destinations, specify unavailable destinations, as well as any other details of the offer</i>					
Credit limit as of the Start Date		EUR			
Prepayment		EUR			

Parties' representation

The Parties, through their legal representatives, hereby represent that the information above is consistent with the commercial agreement, and in witness whereof, the Parties sign below.

PRIME,**Client,**

Section II - The Client's consent

The Client hereby expresses the consent for the processing by Prime Telecom of the following personal data, to the sole purpose of contract management and execution. Prime Telecom will process the following personal data: location data (of the physical person Client), name, residence/headquarter, e-mail address, telephone number, fax number, position/quality of the representants.

Section III - Communication of documents

Communication of the invoice

The Client opts for the communication of the invoices issued under this Contract as follows:

<input checked="" type="checkbox"/> by e-mail, at the address _____, free of charge.	<input type="checkbox"/> by post/courier at the address specified in the Recitals of this Agreement. The Client shall bear the dispatch expenses.	<input type="checkbox"/> with details	<input type="checkbox"/> without details
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Contract

At the signing date of this Agreement, the client received a printed copy of the GCC and the CCS applicable to the Service contracted according to Section I of the Agreement.

Parties' representation

The Parties, through their legal representatives, hereby represent that the information above is consistent with the commercial agreement, and in witness whereof, the Parties sign this Contract.

PRIME

Client

SPECIAL CONTRACTUAL CLAUSES FOR THE SUPPLY OF THE Prime TEL SERVICE

The Prime TEL Service is supplied to the Client by PRIME under the conditions provided in these Special Contractual Clauses ("CCS") supplementing the Agreement (the "Agreement") and which are subject to the General Contractual Clauses ("CCG"). In case of inconsistencies between the contents of these documents, the order of precedence is as follows: (1) the Agreement, (2) CCS and (3) CCG. If the Contract is concluded by remote means of communication, the Contract shall be supplemented by Article 15, the clauses specific to the distance contract in CCG, and they shall take precedence over all of the above.

The terms written in capital letters in these CCS shall have the meaning described in the Agreement and CCG, unless the context or the Parties require otherwise.

The Prime TEL Service, with its characteristics specified in the Agreement, is subject to these CCS, by way of derogation from any other provisions to the contrary in the CCG.

Article 1 – Preliminary conditions for providing the Prime TEL Service

- 1.1. To access and use the Prime TEL Service, the CLIENT understands that it must assure access to a permanent Internet connection with a minimum bandwidth of 256 Kbps, of which a voice channel exclusively uses 64 Kbps.
- 1.2. The provision of the Prime TEL Service involves signing the Contract, specifying the characteristics in the Agreement, and does not involve the provision of the Prime INTERNET Service, unless the Parties agreed otherwise in the Agreement.
- 1.3. The provision of the Prime TEL Service shall be conditioned by the performance of the Prepayment set by PRIME based on the documents provided by the CLIENT upon the Initial Briefing and according to the Credit Limit granted by PRIME.
- 1.4. The CLIENT shall allow access and shall create the required conditions (access to electricity, Internet access, etc.) for the installation of the Terminal Equipment in the Client's Locations during the time between the date of signing the Contract and the Start Date.

Article 2 – NOC Prime TEL

- 2.1. The Dysfunctionality or Interruption of the Service shall be communicated to PRIME by sending TT by e-mail, to the address: voice@primetelecom.ro, or by phone to 021 539 00 00 or to any of the coordinates provided in CCG, the CLIENT accepting a time lag upon TT registration in case of using the latter coordinates.
- 2.2. TT shall be solved within 10 (ten) hours after registration, provided that complete information about the incident is provided. No compensations shall be granted for TT sent later than 10 (ten) Days after the occurrence of the communicated event, whatever the cause identified by PRIME after solving TT.
- 2.3. PRIME shall take all the steps to make sure the Client can benefit of the Services. However, the Client declares it is aware of and accepts the following:
 - 2.3.1. The provision of the Services can be affected by interruptions owed to unforeseen technical failures or to scheduled works;
 - 2.3.2. The risk of not being able to benefit of the service in certain areas, in certain buildings or at certain hours because of the Internet connection which is not provided by Prime INTERNET and which is the support of the Service provision.
 - 2.3.3. The Client shall not have access and shall not be able to initiate calls to certain national/international numbers or to certain special numbers, because of restrictions imposed by the operators which allocated those numbers or by the competent authorities (for example: special value added numbers, a range of numbers or a group of number ranges that was not announced by the designated Operator, international numbers to which wholesalers don't have access etc.).

- 2.4. PRIME does not guarantee the dissemination, availability, accuracy, security or quality of any information the Client receives or will have access to as a result of using the Services.
- 2.5. Prime may provide the following maintenance and repair services:
- 2.4.1. Remote online interventions to identify and remedy the failures communicated by the Client;
 - 2.4.2. Reconfiguration of the online services of the Client in case of failures;
 - 2.4.3. Interventions to the Client premises to identify and remedy the hardware or connectivity failures communicated by the Client;
 - 2.4.4. Technical support at the Client request, remotely or by going to the Client Location, as a result of intervention requests which are not owed to any fault of PRIME, against payment.
- 2.6. Before registering TT, the Client binds itself to check its own equipment. For the notification to be considered as valid, the Client has to specify the name and phone number of the contact person who will allow the access of the Prime representative to the installed location for remediation.

Article 3 – Rights and obligations of PRIME

- 3.1. Besides the rights and obligations set in CCG, PRIME has the following rights and obligations:
- a) to be compensated with the counter value of the installed equipment, in case the equipment is damaged by the Client, or the Client does not return it upon Contract cessation;
 - b) to remedy the technical failures occurred in its network, within the term provided under art. 3.2 in CCG and to compensate the CLIENT for the time it did not benefit of the Service;
 - c) to notify the amendments of the Contract according to article 14 of CCG;
 - d) to provide the Client with technical support services, at its request, according to the Contract;
 - e) to make available to the Client the single number for emergency calls 112.

Article 4 – Numbers

- 4.1. The numbers shall be allocated to the Client free of charge or against payment, according to the Agreement, and shall not be sold to the Client. Upon Contract cessation, the Client shall cease using the Number, except for the cases where the Contract ceased as a result of a Number Porting.
- 4.2. For technical reasons or for reasons imposed by the competent authorities, and this change being not a change able to allow the cessation of the contract before its term, PRIME reserves the right to replace or annul a Number, based on a notification sent to the CLIENT giving a 30-day notice.

Article 5 – Terminal equipment

- 5.1. PRIME shall not be liable in any way if the Client will not have access to the Prime TEL Service as a result of using equipment which was not offered or installed by PRIME.
- 5.2. The Client is the only liable one and shall notify immediately PRIME in case of loss or theft of the Terminal Equipment. The Client shall be liable for all the costs of the Services related to the time before PRIME was informed about the loss or theft of the Terminal Equipment.
- 5.3. The Client shall be liable for assuring the operating conditions of the Terminal Equipment in compliance with the technical specifications. In case of failure as a result of improper operation or as a result of technical operation conditions not assured, of damage or theft, the Client shall have to compensate PRIME with the value of the Terminal Equipment specified in the Agreement.

Article 6 – Tariffs

- 6.1. The tariffs applicable to the Service are the ones provided in the Agreement.
- 6.2. The duration of the calls shall be calculated in minutes, by rounding off to an entire minute, for the first 60 seconds. After the first minute, the tariff shall be calculated to the second. PRIME reserves the right to apply at any moment separate costs for any special services provided, related to the Services, if the agreement does not provide otherwise.
- 6.3. The updated list of the tariffs applicable to the Prime TEL Service shall be available for the CLIENT on the Website, and the changes of the tariff plan applicable according to the Agreement shall be communicated to the Client in compliance with article 14 of CCG.

Article 7 – Invoicing and payment

- 7.1. The invoiced tariffs become due within 10 calendar days as of the date of the invoice issue by PRIME. The invoice shall be issued during the 1st - 5th of the month, for the Services related to the previous month. The failure of the CLIENT to receive the invoice does not suspend the term of payment and does not exonerate the CLIENT from meeting the obligation of payment, the CLIENT being obliged to inquire about the invoice issue.
- 7.2. In case the Client has objections to the invoiced amounts, the Client shall notify PRIME within maximum 7 (seven) Days after receiving the invoice. The failure to notify about the objections within the mentioned term shall be considered as an acceptance of the invoiced amounts. This provision shall exonerate PRIME from the obligation of any compensation requested by the Client, in case the objections, although founded, were notified after the expiration of the mentioned period.
- 7.3. The transmission of such notification does not suspend the term of payment.
- 7.4. Any dispute existing between PRIME and the Client related to the invoiced amount shall be solved within maximum 10 calendar days. In case the parties do not agree on a solution, PRIME shall request the traffic details of the operator of the network to which the disputed calls have been sent, and they shall be final in solving the dispute.

Article 8 –Service suspension

- 8.1. PRIME may suspend or restrict the provision of the Prime TEL Service to the Client if the Credit Limit was exceeded or if, according to the PRIME records, the cost of the calls recorded in the account of the Client is 30% higher than the arithmetic mean of the invoices issued within a period of 6 (six) months before the concerned Invoicing Period; in this case, PRIME may ask for a Prepayment in order to resume the provision of the Service. To determine the need to adopt this measure, PRIME shall consider the following:
 - a) the previous costs of the daily calls of the Client,
 - b) the total amount of the costs of the Client, not invoiced at that date,
 - c) the circumstances where the payment capacity of the Client is uncertain.
- 8.2. The suspension shall operate as soon as PRIME is aware of such cases, with the subsequent notification of the CLIENT regarding the causes determining the suspension.

9. Amendment of CCS

- 9.1. If PRIME has to change the tariff per minute to a certain direction, as a result of tariff changes imposed by certain operators of national or international networks interconnected with PRIME or as a result of additional charges imposed by the authorities, PRIME shall notify the Client about these changes. The tariff increases shall be applied within 5 (five) Days as of the notification. The call after this deadline to the destinations with changed tariffs amounts to an acceptance of the new conditions by the CLIENT. The tariff reductions shall be applied immediately, without needing the consent of the Client.

10. Confidential information

- 10.1. PRIME and/or its agents may process personal information of the Client within the limits of the legal provisions and for purposes related to the performance of the present contract. PRIME shall use personal information to offer the Client customised communications and information services.
- 10.2. Following a well-founded request, PRIME may disclose confidential information to:
 - 10.2.1. habilitated institutions of the state, to support them in their actions for preventing illegal activities,
 - 10.2.2. its own service providers, agents or any other companies affiliated to PRIME, for purposes related to offering telecommunications services in compliance with the requirements of the Client. *[Note: The provision of these data about the Client, although is made under the Contract, is to be handled with care, because of the PRIME obligations in such cases to inform and get the acceptance of the Client anytime it provides such information. The acceptance of the Client shall be considered as valid only if the Client is provided with at least the following information: (i) designation and contact data of the person which is going to receive the data, (ii) purpose of the transfer, (iii) express specification of the data which PRIME intends to provide, (iv) duration of the processing and (v) rights of the concerned person, provided by the special law, regarding the processing of its data – opposition, modification, access, etc.). The present clause shall be binding only on natural persons.]*
- 10.3. The Client accepts that any communication carried out with NOC may be recorded, whatever the form of communication – written or verbal – in order to improve the quality of the services provided.
- 10.4. By signing the present Contract, the Provider assumes the obligation to declare to the National Single System for Emergency Calls (SNUAU) and to update until the 25th of each month its own databases which comprise the phone numbers, names and addresses of the subscribers, according to the legal provisions in force.
- 10.5. Moreover, the Client agrees that the Numbers allocated under this contract can be communicated to authorities upon request, by the provider of the universal service.

The Parties, through their legal representatives, hereby represent that the information above is consistent with the commercial agreement, and in witness whereof, the Parties sign the present Special Contractual Clauses in two copies.

PRIME

Client