

EXHIBIT 3

COPIES OF CONTRACTS WITH UNDERLYING CARRIERS

[REDACTED – CONTAINS CONFIDENTIAL INFORMATION]

MASTER SERVICE AGREEMENT

This Telecommunications Master Service Agreement is entered into as of this 9 day of September, 2011 ("Effective Date") by and between [redacted] a Limited Partnership organized under the laws of Texas, whose business address is [redacted] ("PROVIDER" or [redacted]) and **NIITALK INC**, a Illinois (State) Corporation, whose business address is 5875 N Lincoln Ave Suite 142 Chicago, Illinois 60659, ("CUSTOMER"). **CUSTOMER** and **PROVIDER** are referred to herein individually as a "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, PROVIDER is in the business of providing domestic and/or international communications services ("Services"); and

WHEREAS, CUSTOMER desires to purchase communications Services from **PROVIDER**, all as more fully described below, and as per the term and conditions set forth in this Agreement and attached Addendum(s) ("Agreement"),

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged; the parties hereby agree as follows:

1. Services

PROVIDER shall provide Services and facilities (when applicable) to route **CUSTOMER'S** communication traffic to and from various destinations/originations worldwide as more explicitly described in **Addendum "B"**.

PROVIDER agrees to furnish to **CUSTOMER**, and **CUSTOMER** agrees to purchase from **PROVIDER**, the Services as set forth in **Addendum "B"** attached hereto.

2. Terms

This Agreement shall commence on the **Effective Date** and continue for a term of one year. Thereafter, this Agreement shall continue on a month to month basis. However, either Party may cancel this contract at any time without penalty upon thirty (30) days prior written notice to the other Party, or as otherwise provided herein unless terminated by either Party as according to Section 9.

3. Rates

During the term of this Agreement, **PROVIDER** shall charge for the Services, and **CUSTOMER** shall pay for such Services, the amount determined by using the rates set forth in **Addendum B** or subsequent rate addendums forwarded to **CUSTOMER** by **PROVIDER**.

All rate addendums should be clearly marked by **PROVIDER** as to the exact time, including time zone stamp, as to when the rates become effective. Failure to provide this information will create an irrefutable assumption that the rates will become effective as of GMT time.

PROVIDER shall have the right to modify the rates and conditions set forth in **Addendum "B"** at any time. For any increase in rates, **PROVIDER** agrees to give **CUSTOMER** at least 30 (thirty) calendar days prior written notice via electronic mail ("e-mail") (counted from the date received) and such rates shall become effective on the 31st (thirty first) day thereafter at 12:00 am GMT. All rate decreases shall become effective immediately upon receipt.

PROVIDER shall provide all rate change notices to **CUSTOMER** communicated via email to the Commercial/Rate person(s) indicated in paragraph 16 below.

Rates changes shall not be sent on all observed federal holidays. Rate changes received on such holidays will be considered received on the next business day. Rates delivered on the eve of these observed holidays must be received by **CUSTOMER** before 12 noon GMT.

Rates are quoted as Interstate and Intrastate. A call's applicable destination rate as defined in the **Addendum "B"** will be determined based on the LRN (*i.e.* Location Routing Number - the result of a Local Number query) when available. For all calls, interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating Automatic Number Identification ("ANI") and terminating NPA-NXX in the call record, unless LRN information is available ("LRN/ANI"). If LRN information is available, jurisdiction will be determined based on LRN.

PROVIDER will treat the following types of calls presented to **PROVIDER** as being of "Indeterminate Jurisdiction"; (i) any call failing to adhere to E.164 formatting; (ii) any call with a 10-digit originating ANI with NPAs of 976, 911, 900, 888, 877, 866, 800 & 700. (By way of example, the four items listed below meet the criteria of Indeterminate Jurisdiction: 1. U.S. Domestic 10-digit ANI; 2. Blank ANI/ Unrecognizable ANI/No ANI; 3. Toll Free ANI, *i.e.*, beginning with 800, 866, 877, 888, and 4. International originating ANI, *i.e.*, a telephone number outside of the US 50 States) Indeterminate and unknown jurisdiction calls will be rated as intrastate.

If a call originates and terminates in the same state based on the originating ANI and terminating LRN/ANI, then the call will be an intrastate call and the call shall be billed at the appropriate intrastate rate. If a call originates and terminates in different states based on the originating and terminating LRN/ANI, then the call will be an interstate call and the call shall be billed at the appropriate interstate rate.

Neither **CUSTOMER** nor **PROVIDER** will take any steps to misrepresent or conceal the nature, origin or destination of any of **CUSTOMER'S** traffic. **CUSTOMER** will use all reasonable efforts to transmit in its signaling the Calling Party Number (CPN) or equivalent information regarding the end user originating each call. **PROVIDER** will transmit all of the signaling information it receives from **CUSTOMER**. If any of **CUSTOMER'S** traffic does not include complete and accurate call detail, **PROVIDER** reserves the right to bill any call lacking jurisdictional information as an interstate or intrastate call based on **CUSTOMER'S** point of interconnection.

CUSTOMER will not use the Service to originate or terminate voice calls in a manner that bypasses switched access or other applicable charges. If **CUSTOMER** does so, it will constitute a material breach of this Agreement and will entitle **PROVIDER** to discontinue Service immediately and terminate the Agreement for cause. In addition, **CUSTOMER** shall indemnify, defend and hold harmless **PROVIDER** from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of **CUSTOMER'S** breach of this obligation. Notwithstanding any other provision of this Agreement, the damages for any breach of this **CUSTOMER'S** obligation shall not be capped or limited. **PROVIDER** at any time may audit **CUSTOMER'S** traffic to assure compliance with its obligation not to bypass switched access or other applicable charges.

4. Short Duration Calls

If the total number of calls sent by **CUSTOMER** equal to or less than 6 seconds (0.1 rated-minutes) is greater than 10% of the **CUSTOMER'S** total calls for any given day (Day 00:00-24:00 Eastern USA GMT-5), **CUSTOMER'S** calls on that day are subject to an additional assessment of \$0.01 per call for the Day. **CUSTOMER** is solely responsible for monitoring the calls and agrees to pay these additional charges if assessed by **PROVIDER** according to the payment schedule established with the **PROVIDER**. These charges will appear on the **CUSTOMER'S** normal weekly usage invoice for that period.

5. Billing and Payment Terms

Billing and Payment Terms are defined in **Addendum "A"** to the Agreement.

6. Billing Disputes

CUSTOMER must pay all amounts not in dispute as set forth above, and provide **PROVIDER** with a written request for a billing adjustment together with all supporting documentation within thirty (30) days from the date of the invoice on which the disputed amount first appeared. If **PROVIDER** does not receive this information within this thirty (30) day period, **CUSTOMER'S** right to billing adjustment shall be waived.

If **PROVIDER** denies, in good faith, **CUSTOMER'S** dispute after reviewing the supporting documentation the **CUSTOMER'S** submits, **CUSTOMER** must remit all disputed amounts no later than the due date on the next invoice submitted to **CUSTOMER**. **PROVIDER** may not accept orders for Services if **CUSTOMER** does not pay the disputed amount. If the parties cannot resolve the dispute after sixty days from the date **CUSTOMER** submitted the dispute, either party may seek dispute resolution in accordance with the process described in this Agreement. While **CUSTOMER** may dispute any portion of an invoice, **CUSTOMER** may not withhold more than twenty percent (20%) of **CUSTOMER'S** invoice, except in the case of gross mis-billings (e.g., **CUSTOMER'S** bill reflects a charge for \$5,000 rather than \$500).

7. Security

CUSTOMER shall at all times comply with the **PROVIDER'S** initial and continuing credit approval procedures and policies. **PROVIDER** reserves the right to withhold initiation or full implementation of Services under this Agreement pending initial satisfactory credit review and approval thereof, which may be conditioned upon terms specified by **PROVIDER**, including, but not limited to, security for payments due hereunder in the form of a cash deposit, guarantee or other means as outlined in **Addendum A**.

8. Operational Matters

The point of interconnection with the **PROVIDER** for the provision of Services shall be VOIP and/or TDM ("The Interconnection Location"). Each Party shall be responsible to procure, at its own risk and expense, the necessary facilities and/or Internet connectivity for interconnection.

CUSTOMER is responsible for installing and operating the interconnection for their traffic to **PROVIDER'S** Interconnection Location. **PROVIDER** reserves the right to take any immediate action with or without notice that in its sole discretion is necessary to protect its network and equipment from damage or transmission impairments and to prevent fraudulent calls from taking place, including without limitation, suspending, terminating, or canceling Service to or from specific locations, provided an attempt has been made either telephonically and/or via email to the **CUSTOMER'S** NOC advising of same.

CUSTOMER shall pay within five (5) days from receipt of invoice all charges associated with any fraudulent calls resulting from the use of the Service

PROVIDER will exercise commercially reasonable efforts to meet or exceed the Answer Seizure Ratios ("ASR"), for services terminating on each of the routes identified in Addendum "B".

In the event of performance problems, **PROVIDER'S** technical contacts and escalation list are set forth on the Carrier Service Order – Escalation Form, **CUSTOMER'S** Carrier Service Order. In the event that **PROVIDER** is unable to or fails to meet any stated ASR or other obligation under this Agreement, then **CUSTOMER** shall have the discretionary remedy to terminate this Agreement and discontinue to route traffic to **PROVIDER**

PROVIDER agrees that its services will be operational at all times (7 (seven) days a week and 24 (twenty-four) hours per day), except in the case of technical problems. **PROVIDER** agrees to use reasonable best efforts to repair its Services should it experience technical problems, and in the case of underlying carrier failure, **PROVIDER** will promptly make available alternate coverage and termination where possible and will notify **CUSTOMER** of the then available rates and terms for approval until service is restored.

Neither **CUSTOMER** nor **PROVIDER** will take any steps to misrepresent or conceal the nature, origin or destination of any of **CUSTOMER'S** traffic. **CUSTOMER** will use all reasonable efforts to transmit in its signaling the Calling Party Number (CPN) or equivalent information regarding the end user originating each call. **PROVIDER** will transmit all of the signaling information it receives from **CUSTOMER**

9. Right to Block or Discontinue Service

Network Blockage or Degradation **PROVIDER** may block, suspend and/or discontinue furnishing Service if **CUSTOMER** uses or misuses Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service furnished to **CUSTOMER** or to other existing or prospective customers of **PROVIDER**. If reasonable under the circumstances, **PROVIDER** will provide prior notice before taking such action

Customer Violation or Law **PROVIDER** may block, suspend and/or discontinue the furnishing of Service if **CUSTOMER** uses, or threatens to use Service for any unlawful purpose or otherwise violates the terms of the Agreement. If reasonable under the circumstances, **PROVIDER** will provide prior notice before taking such action.

Unlawful or Unauthorized Use **PROVIDER** may block, suspend and/or discontinue the furnishing of Service, when it deems it necessary to take such action to prevent the misuse, exploitation, unlawful or unauthorized use of Service, by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain authorization or access codes. **PROVIDER** also may suspend the origination of domestic or international traffic associated with any or all Services if **PROVIDER** deems such action necessary to prevent the misuse, exploitation, unlawful or unauthorized use of the Service due to the failure, in whole or in part, of any fraud detection system utilized to provide or support Service. If reasonable under the circumstances, **PROVIDER** will provide prior notice before taking such action.

Nonpayment for Services **PROVIDER** may block, suspend and/or discontinue the furnishing of Service if **CUSTOMER** fails or refuses to pay for Service in accordance with its obligations under the Agreement or any other agreement between the Parties. If reasonable under the circumstances, **PROVIDER** will provide prior notice before taking such action.

10. Warranty

PROVIDER will use reasonable efforts under the circumstances to maintain overall network quality. The quality of Service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

CUSTOMER AND PROVIDER MAKE NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE

The Service is available throughout the Service Term, except in the case of scheduled maintenance of the **PROVIDER** network and/or its underlying carrier's network. **PROVIDER** will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to **CUSTOMER** regarding any scheduled maintenance of Service. **PROVIDER** may interrupt its provision of Service for unscheduled emergency maintenance without notice to **CUSTOMER** or **CUSTOMER's** customers.

11. Termination

Notwithstanding Section 2 above, either Party reserves the absolute right to terminate this Agreement at any time by providing 30 (thirty) days written notice to the other, with or without cause. Notice must be received by US mail or electronic mail.

This Agreement and the relationship of the Parties may be terminated by the non-defaulting Party in accordance with applicable provisions hereof and/or the occurrence of any of the following events which shall constitute a default:

Material breach of this Agreement after notice thereof and failure of the breaching Party to cure such breach: (i) within 3 (three) days of receipt of such notice where such breach involves a failure to make a payment due and (ii) within 5 (five) days of receipt of such notice for all other breaches.

The adjudication of bankruptcy of either Party under any federal, state or municipal bankruptcy or insolvency act, or the appointment of a receiver or any act or action constituting a general assignment by a Party of its properties and interest for the benefit of its creditors

The determination by any governmental entity having jurisdiction over the Service provided under this Agreement that the relationship of the Parties and/or Services provided hereunder are contrary to then existing laws.

In the event of any termination pursuant to this Section, **CUSTOMER** shall pay to **PROVIDER** any undisputed amounts for Services rendered through and including the date of termination as well as any amounts due pursuant to any monthly or recurring fees **CUSTOMER** incurred as a result of interconnection of the switch facilities.

12. Taxes, Regulatory Authority and Government Compliance

Because **PROVIDER** is a wholesaler of the Services and under the conditions existing on the effective date of this Agreement, **PROVIDER'S** rates do not include any sales taxes, duties, levies, or similar assessments imposed by any governmental or quasi-governmental authority. **CUSTOMER** agrees and understands that they are solely responsible for payment of any federal, state, and local taxes and fees. In the event that regulations change, and upon seven (7) days written notice to **CUSTOMER**, **PROVIDER** reserves the right to separately charge **CUSTOMER** for any such sales taxes, duties, levies, or similar assessments imposed by any governmental authority upon the Services provided to **CUSTOMER**. Upon the

execution of this Agreement, **CUSTOMER** will furnish **PROVIDER** with an executed Certificate of Exemption for any federal, state, and local taxes and fees that it requests it be exempted from paying.

Each Party shall be responsible for obtaining such applicable regulatory authority licenses and approval as may be necessary for the provision of the Services, International Services, and/or filing and maintaining all required applicable state, federal, and international tariffs. Furthermore, each Party shall be responsible and shall undertake all required action(s) and shall at all times be in full regulatory compliance with all applicable laws and regulations including all state(s) and FCC requirements.

Both Parties agree to indemnify and hold each other harmless against any and all claims or demands made on each other as a result of the other's failure to comply regardless of whether such failure was the result of negligence, gross negligence, willful misconduct or fraud.

Each Party shall perform its obligations under this Agreement in compliance with all applicable federal, state, county, and local laws, regulations, rules, codes, orders, and decisions and all foreign countries in which both Parties conducts business, and any instrumentalities thereof, specifically including the Foreign Corrupt Practices Act of the United States.

In the conduct of all business under this Agreement, and with regard to any funds, assets, or records relating thereto, both Parties agree that it will not, and agrees that it will cause all persons or entities through which it performs its obligations hereunder to not, offer, pay, give or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value (i) to any official of any foreign country to influence any acts or decision of such official or to use his influence with the government of the country in which such official resides and/or conducts his or her official functions to affect or influence the decision of such Government in order to assist in directing business to either Party; or (ii) to any political party or candidate for public office for such purpose; or (iii) to any person, if either Party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given directly or indirectly to any official, political party, or candidate for any purpose

13. Liability/General Indemnity

Limited Liability: IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER.

THE LIABILITY OF **CUSTOMER** AND **PROVIDER** WITH THE RESPECT TO THE INSTALLATION (INCLUDING DELAYS THEREOF), PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SERVICE OR FACILITIES OFFERED UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES APPLICABLE UNDER THIS AGREEMENT FOR THE PERIOD DURING WHICH SERVICES WERE AFFECTED. FOR THOSE SERVICES WITH MONTHLY RECURRING CHARGES, THE LIABILITY OF **CUSTOMER OR PROVIDER** IS LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE MONTHLY RECURRING CHARGES FOR THE PERIOD DURING WHICH SERVICE WAS AFFECTED.

General Indemnity. Each Party shall defend, indemnify and hold harmless the other Party and their respective officers, directors, employees, suppliers, licensors, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of or relating to claims, complaint,

action, proceeding or suit of a third party (including any investigation by a governmental agency or authority), that arise or relate in whole or part to the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, contractors, licensors or suppliers.

The indemnified party promptly shall notify the indemnifying party of any claims that are subject to indemnification. The indemnified party shall have the right, at its own expense, to participate either directly or through counsel in any litigation or settlement negotiations. The indemnified party shall provide reasonable assistance and cooperation in such defense at the indemnifying party's expense. The indemnifying party shall not agree to any settlement without the written consent of the indemnified party and such consent shall not be unreasonably withheld. The indemnification provided herein shall survive the termination of this Agreement.

13. Default/ Dispute Resolution Proceeding

Notice In the event that either Party believes that the other Party is in breach or default of this Agreement or has not otherwise satisfied its obligations under this Agreement, such Party shall provide written notice to the other Party stating with particularity the nature of the breach, default or failure to satisfy the obligations by such Party (a "Default Notice"). Within fifteen (15) days of the date of the Default Notice, the Parties shall meet to discuss and attempt to resolve the basis for the Default Notice. In the event that the Parties are unable to resolve the basis for the Default Notice within ten (10) days from such meeting, each Party shall be entitled to commence the Dispute Resolution Proceeding as described below or to any other remedy available under the Agreement, at law or in equity. Nothing in this section will prevent either Party from exercising any or all of its rights under this Agreement upon any Payment Default; or from seeking interim relief from a court as necessary to prevent material irreparable injury to one of the Parties

Dispute Resolution Proceeding All disputes arising under this Agreement shall be resolved solely through binding resolution by neutral third parties who shall be qualified judges, as set forth in the Texas Civil Practice and Remedies Code Section 151.001, et. seq. (hereafter referred to as "Decision-Makers"). This provision is intended to be construed and subject to Texas law.

Either party may commence the Dispute Resolution Proceeding by giving written notice to the other party, stating: (i) that the Dispute Resolution Process is being commenced; (ii) the specific facts which give rise to the dispute; (iii) the legal basis, if any, which the notifying party is invoking to support some claim for damages or relief, (iv) the relief that the notifying party is seeking; and (v) a correct address, phone number and, if available, a facsimile number and email address at which the notifying party can be reached ("Notice"). The notifying party shall file a Petition in the applicable District Court, or other court of original jurisdiction located in Austin, Travis County, Texas and that Petition shall be abated pending the decision of the Decision Makers.

Upon receipt of a Notice commencing the Dispute Resolution Process, the receiving party shall have a period of forty-five (45) days in which to serve the notifying party with a written response to the Notice commencing the Dispute Resolution Process, stating the specific facts which are asserted as a defense to the facts set forth in the Notice and any facts which the receiving party asserts that support a counter-claim, if any, by the party that received the Notice against the party that sent the Notice.

Within sixty (60) days of the commencement of the Dispute Resolution Process, each party shall give to the other party a statement designating the name and address of a person whom the party will accept as the Decision-Maker for the dispute, who shall be a former or retired judge. Within ten (10) days, the individuals designated by each party shall then choose a third person who shall also be a former or retired judge. The three individuals shall then act as the Decision-Makers for this dispute. Each designated Decision-Maker is required to disclose to all parties within ten (10) days from the date the third Decision-Maker is chosen,

(i) their employment histories and (ii) any circumstances which might preclude him or her from rendering an objective and impartial determination. At that time, either party may challenge any Decision-Maker for cause. The merits of the "for cause" challenge shall be determined by the unchallenged Decision-Makers. In such case, the party originally choosing the stricken Decision-Maker shall choose another.

Timeline recap:

- | | |
|---|---------------------|
| 1. Notice of Commencement of Dispute Resolution Procedure | Notice day |
| 2. Written response from non-noticed party | 45 days from Notice |
| 3. Designation of Decision-Makers | 60 days from Notice |
| 4. Third Decision-Maker Chosen | 70 days from Notice |
| 5. Hearing | 90 days from Notice |

In the event either party fails to adhere to the time schedule, the other party shall have the right to petition the Court to compel compliance and recover its reasonable and necessary attorneys' fees and costs for compelling compliance.

The Dispute Resolution hearing shall be conducted at a time and place in Austin, Travis County, Texas as designated by the Decision-Makers. The Decision-Makers shall give each party at least thirty (30) days written notice of the time and place of the Dispute Resolution hearing. Either party may request one continuance of the Dispute Resolution hearing for good cause shown to the Decision-Makers. The Decision-Makers shall strictly follow the timeline set forth herein and the procedures mandated herein, except that the Decision-Makers may delay the hearing for a period not to exceed thirty (30) days to accommodate the schedules of any party, unless the parties both agree to any extension beyond the thirty (30) day extension allowed at the discretion of the Decision-Makers

The fees and expenses charged by the Decision-Makers, or costs for the facility at which the Dispute Resolution hearing is held, shall be assessed by the Decision-Makers. All other costs and fees, including attorneys' fees, shall be assessed by the Decision-Makers as a part of the Dispute Resolution award.

The Dispute Resolution Process, discovery and the hearing shall be conducted in compliance with the Texas Rules of Civil Procedure and the Rules of Evidence. The Decision-Makers shall enter their ruling, in writing, and shall, upon request of either party, prepare and submit findings of fact and conclusions of law to both parties. An award or ruling by the Decision-Makers shall be entered as a judgment of record in the judicial proceeding, and shall be fully subject to appeal as if it was tried in a District Court, or any other court of original jurisdiction.

The parties recognize and agree that litigation is expensive and prolonged and that both parties will benefit from this procedure. This procedure shall be broadly construed and enforced to favor the Dispute Resolution Process as an efficient and effective way of resolving disputes between the parties. Any provision of this procedure that shall be determined to be unenforceable in any jurisdiction shall not be read or construed to prohibit or exhaust the rights of either party to the right to Alternative Dispute Resolution or Waiver of the Right to Trial by Jury.

The parties hereby WAIVE ALL RIGHTS TO A TRIAL BY JURY FOR MATTERS IN STATE OR FEDERAL COURT.

15. Force Majeure

If either Party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by

national emergency, insurrection, riot, war, strike, lockout, or work stoppage or other labor difficulties, supplier failure, shortage, breach or delay, then such party shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Such Party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. This provision shall not, however, relieve **CUSTOMER** from making any undisputed payment when due. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event.

16. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid first class mail, by facsimile or other means of electronic communication or by delivery as hereafter provided. Any such notice or other communication, if mailed by prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise shall be deemed to have been received on the fourth business day after the post-marked date thereof; or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending, provided that a hard copy is immediately sent by prepaid first class mail as aforesaid; or if delivered by hand, shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual at such address having apparent authority to accept deliveries on behalf of the addressee. Furthermore, upon request of **CUSTOMER**, **PROVIDER** shall provide an e-mail confirmation receipt, as proof of delivery of e-mailed rate amendment notices or rate addendums forwarded to **CUSTOMER**.

This section shall also govern notice of change of address. Notices and other communications shall be addressed as follows:
In the case of **PROVIDER**:

Technical	Billing/Invoices
Commercial/Rates	Legal/Notices

Wire Instructions / Bank Information

In the case of **CUSTOMER**:

<p>Technical NTI TALK INC ATTENTION: JAMAL RABIE 5875 N LINCOLN AVE SUITE 142 CHICAGO ILLINOIS 60659 773-990-9800 OFFICE 773-942-7275 FAX NTICHICAGO@YAHOO.COM</p>	<p>Billing/Invoices NTI TALK INC ATTENTION: JAMAL RABIE 5875 N LINCOLN AVE SUITE 142 CHICAGO ILLINOIS 60659 773-990-9800 OFFICE 773-942-7275 FAX NTICHICAGO@YAHOO.COM</p>
<p>Commercial/Rates NTI TALK INC ATTENTION: JAMAL RABIE 5875 N LINCOLN AVE SUITE 142 CHICAGO ILLINOIS 60659 773-990-9800 OFFICE 773-942-7275 FAX NTICHICAGO@YAHOO.COM</p>	<p>Legal Notices NTI TALK INC ATTENTION: JAMAL RABIE 5875 N LINCOLN AVE SUITE 142 CHICAGO ILLINOIS 60659 773-990-9800 OFFICE 773-942-7275 FAX NTICHICAGO@YAHOO.COM</p>

17. No Waiver

No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

18. Partial Invalidity

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

19. Government Action

Upon 30 (thirty) days prior notice, either Party shall have the right, without liability to the other, to cancel an affected portion of the Services if any material rate or term contained herein and relevant to the affected Services is substantially changed or found to be unlawful or the relationship between the Parties hereunder is found to be unlawful by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state or federal government authority of competent jurisdiction.

20. Exclusive Remedies

Except as otherwise specifically provided for herein, the remedies set forth in this Agreement comprise the exclusive remedies available to either party at law or in equity.

21. Use of Service

PROVIDER will provide the Services specified hereunder upon condition that the Services shall not be used by **CUSTOMER** for any unlawful purpose. The provision of Service will not create a partnership or joint venture between the parties or result in a joint communications service offering to the third parties.

22. Choice of Law

This Agreement shall be construed under the laws of the State of Texas, USA, without regard to choice of law principles

23. Proprietary Information

Confidential Information The Parties understand and agree that the terms and conditions of this Agreement, all documents referenced (including invoices for Services provided hereunder) herein, communications between the Parties regarding this Agreement or the Services to be provided hereunder (including price quotes for any Services proposed to be provided or actually provided hereunder), as well as such information relevant to any other agreement between the Parties (collectively "Confidential Information"), are confidential as between PROVIDER and CUSTOMER.

Customer Proprietary Network Information In carrying out their respective responsibilities under this Agreement, PROVIDER and CUSTOMER will comply with applicable privacy laws and regulations of the United States, including (as applicable) 47 U.S.C. § 222 *et seq.* regulations of the Federal Communications Commission, and any applicable state laws and regulations intended to protect Subscriber Information (as hereinafter defined) from unauthorized use. In the course of providing Services under this Agreement, PROVIDER may gain access to or generate personally identifiable information that relates to the quantity, technical configuration, type, destination, location and amount of communication services used by CUSTOMER or the CUSTOMER's End-Users (jointly referred to as "Subscribers"), and information contained in the Subscriber's bills (any and all of which is hereinafter referred to as "Subscriber Information"). Accordingly, the Parties agree as follows:

PROVIDER will not disclose any Subscriber Information other than on a "need to know" basis, and then only to: (a) its employees or officers, provided, however, that each such employee or officer shall have been notified in writing that the Subscriber Information is to be held in strict confidence and that any disclosure of Subscriber Information in violation of this restriction may result in disciplinary action; and (b) subcontractors, agents, consultants and affiliated entities of PROVIDER, and their respective officers and employees, but only with CUSTOMER's prior written consent, and provided also that each such subcontractor, agent, consultant or affiliated entity shall have entered into a confidentiality agreement that has terms no less restrictive than the terms herein. PROVIDER is responsible for confirming that confidentiality requirements of the preceding sentence are enforceable under the laws of the jurisdictions in which the employee, officer, subcontractor, agent, consultant or affiliated entity provides services to CUSTOMER. Under no circumstance will PROVIDER use the Subscriber Information for purposes of marketing any product or service of any type, nor will Supplier allow any Subscriber Information to be downloaded, extracted, stored, or transmitted through personally owned, rented or borrowed equipment, including but not limited to laptop computers, digital personal assistants or mobile telephones. The restrictions set forth in this paragraph shall apply during the Term of this Agreement and afterwards in perpetuity.

Subscriber Information shall not include information that was not obtained by PROVIDER by virtue of its relationship with CUSTOMER or any information that the Subscriber has disclosed for purposes of publication in a telephone directory.

Prior to any disclosure of Subscriber Information as required by legal process, PROVIDER shall (a) notify CUSTOMER in writing of any actual or threatened legal compulsion of disclosure; (b) notify CUSTOMER in writing of any actual legal obligation of disclosure; and (c) cooperate with CUSTOMER's reasonable, lawful efforts to resist, limit or delay disclosure.

Limited Disclosure A Party shall not disclose Confidential Information unless subject to discovery or disclosure pursuant to legal process, or to any other party other than the directors, officers, and employees of a Party or agents of a Party including their respective

brokers, lenders, insurance carriers or prospective purchasers who have specifically agreed in writing to nondisclosure of the terms and conditions hereof. Any disclosure hereof required by legal process shall only be made after providing the non-disclosing party with notice thereof in order to permit the non-disclosing Party to seek an appropriate protective order or exemption. Violation or threatened violation by a Party or its agents of foregoing provisions shall entitle the non-disclosing party, at its option, to obtain injunctive relief without a showing of irreparable harm or injury and without bond. No obligation of confidentiality shall apply to disclosed information which the recipient (i) already possessed without obligation of confidentiality, or (ii) develops independently, or (iii) rightfully receives without obligation of confidentiality from a third party, or (iv) must disclose due to reasons prescribed by law or due to court or official orders. The recipient shall immediately notify the other party of any disclosures made pursuant to this Section.

Press Release The Parties further agree that any press release, advertisement or publication generated by a Party regarding this Agreement, the Service provided hereunder or in which a Party desires to mention the name of the other Party or the other Party's parent or affiliated companies, will be submitted to the non-publishing Party for its written approval prior to publication.

Survival and Confidentiality The provisions of this section will be effective as of the date of this Agreement and remain in full force and effect for a period equal to the longer of: (i) 1 (one) year following the effective date of this Agreement; or (ii) 1 (one) year following the termination of all Services hereunder.

Intellectual Property Rights The Parties agree that trademarks, inventions, patents, copyrights, registered designs, service marks, trade names, and all other intellectual property shall remain, and continue to be owned by the Party owning such property, and nothing herein shall confer, or be deemed to confer on either Party expressly, implied, or otherwise, any rights or licenses in the intellectual property of the other.

24. Successors and Assignment

This Agreement shall be binding upon the benefit of the Parties hereto and their respective successors or assigns, provided, however, that either Party shall not assign or transfer its rights or obligations under this Agreement without prior written consent of the other Party which shall not unreasonably be withheld, and further provided that any assignment or transfer without such consent shall be void.

25. General

Survival of Terms The terms and provisions contained in this Agreement by their sense and context are intended to survive the performance thereof by the Parties hereto and shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

Limitation of Actions No action, regardless of the nature or form except those relating to fraud, arising out of or related to this Agreement or transactions under this Agreement may be brought by either party more than one (1) year after the termination of this Agreement.

Headings Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Industry Terms Words having well-known technical or trade meanings shall be so construed, and all listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

Rule of Construction No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement.

Savings Clause If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or conditions of the Agreement shall be valid and be enforced the fullest extent permitted by law. All obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination

Independent Business Judgment The Parties hereby acknowledge and agree that **CUSTOMER** is an independent business sufficiently sophisticated to exercise and is exercising its own business judgment. The Parties hereby further acknowledge and agree that **PROVIDER** has made no recommendations or representations regarding any aspect of **CUSTOMER'S** business.

26. Entire Agreement

This Agreement, together with any and all executed Addendums and Exhibits, constitute the complete and exclusive statement of the understandings between the Parties and supersedes all proposals and prior agreements (oral or written) between the Parties relating to Service provided hereunder. No subsequent agreement between the Parties concerning the Service shall be effective or binding unless it is made in writing and subscribed to by authorized representatives of **PROVIDER** and **CUSTOMER**.

This Agreement may be executed in counterparts and each of such counterparts shall, for all purposes, be deemed to be an original but altogether only one (1) Agreement. Facsimile signatures shall be deemed original signatures.

27. Agreement Authorized

Each party hereby warrants and represents to the other party that: (i) such party is duly organized, validly existing, and in good standing under the laws of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein); (ii) such party has full corporate power and authority to execute and deliver this Agreement and to perform its respective obligations contemplated hereunder and all necessary actions by the board of directors and shareholders necessary for the due authorization, execution, delivery, and performance of this Agreement and the transactions contemplated hereunder have been duly taken; (iii) such party has duly executed and delivered this Agreement; and (iv) such party's authorization, execution, delivery, and performance of this Agreement and the transactions contemplated hereby do not conflict with any other agreement or arrangement to which that party is a party or by which it is bound or such party's governing documents or instruments.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year so indicated

Signature 
Name. _____
Title: EVP
Date: 9/20/11

CUSTOMER

NTI TALK INC

Signature *Kawthar Rabie*

Name: Kawthar Rabie

Title: President

Date: 09-09-2011

ADDENDUM "A"

BILLING AND PAYMENT TERMS

1. Payment Terms

Responsibility for Payment CUSTOMER'S obligation to pay for Services shall commence as of the date the Services are used by CUSTOMER. CUSTOMER'S obligation to pay for any applicable regulatory surcharges shall commence upon PROVIDER incurring such surcharges provided that CUSTOMER doesn't provide the necessary exemption forms provided by PROVIDER.

Charges for Services are accrued on a daily basis, following the start of Service. Services shall be billed at the rates set forth in Addendum "B". PROVIDER will invoice CUSTOMER every seven (7) days for Services. CUSTOMER will pay invoice seven (7) calendar days from the date of invoice (the "Payment Due Date").

Taxes PROVIDER shall separately itemize on the invoice, and CUSTOMER shall be responsible to pay, or reimburse PROVIDER, for applicable federal, state or local use, excise, gross receipts, sales and privilege taxes, duties, fees or similar liabilities (other than general income or property taxes), whether charged to or against PROVIDER or CUSTOMER based on the Services furnished to CUSTOMER. CUSTOMER shall not be liable for any tax for which a valid exemption certificate acceptable to the applicable taxing authorities is furnished by CUSTOMER to PROVIDER PRIOR TO THE USE OF THE SERVICE.

CUSTOMER upon execution of this Addendum shall provide PROVIDER with a properly executed Certificate of Exemption for all foreign, federal, state, county and local taxes and fees (if any) and shall be responsible for the collection of all applicable end-user taxes and fees and the remittance of such taxes and fees to the relevant government authority.

Late Charges PROVIDER may invoice CUSTOMER late charges on any outstanding amounts not paid by the Payment Due Date ("Late Charges") at the rate of one and one half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less, until such outstanding amounts are paid.

2. Default

In the event CUSTOMER fails to comply with any of the payment terms in this Agreement, Addendum or any other attachments hereto, CUSTOMER shall be in default of payment ("Default of Payment") and PROVIDER may upon not less than three (3) business days' notice prior written notice suspend Services to CUSTOMER until such payment is made.

In addition to all other termination rights under this Agreement, if CUSTOMER is in Default of Payment, PROVIDER may in its sole discretion immediately and with seven (7) business days' prior written notice terminate this Agreement.

CARRIER SERVICE AGREEMENT

This **CARRIER SERVICE AGREEMENT** (the "Agreement"), is entered into as of November 28, 2011, by and between _____ ("Company"), a New York corporation, with its principal offices _____ and NTI TALK INC, a Illinois corporation ("Customer"), with its principal offices located at 5875 N Lincoln Ave Suite 142 Chicago Illinois 60659 (individually, a "Party" and collectively, the "Parties").

WHEREAS, Company desires to provide certain wholesale telecommunications services (the "Services") to Customer in the manner set forth below;

WHEREAS, Customer desires to purchase such Services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge and intending to be legally bound, the Parties agree as follows:

I. PROVISION OF SERVICES

1.1. **Purchase and Sale of Services.** Company agrees to provide wholesale telecommunication services (the "Services") to Customer at the rates set forth in the attached schedule(s) (the "Schedule(s)"), incorporated herein by reference and pursuant to the terms more fully described herein.

1.2. **Interconnection.** Customer will interconnect with Company at Company's switching site(s) with capacity mutually determined by the Parties.

1.3. **Rates.** Rates shall be set per the attached Rate Schedule. Company reserve the right to increase the rates for all Services hereunder upon no less than five (5) days' prior notice. Any rate reductions are effective immediately. Rate-change notices shall only be effective if communicated via e-mail to the e-mail addresses set forth below. A Party shall immediately notify the other Party in writing of any change to these e-mail addresses.

For rate-change notices to Customer: Ntichicago@yahoo.com

1.4 **Destination Code Changes.** Prior to rendering Services, Company shall provide Customer with a complete listing of all destination codes, including, without limitation, country, city and cellular codes. Company reserves the right to change any particular code upon five (5) days' prior notice to the other Party via e-mail to the e-mail address set forth in the previous paragraph. In the event of a change in code(s), Company shall send documentation to the Customer indicating the code change only for the relevant destination(s). If Company sends a complete listing of all codes for all destinations, then Company must also submit a notice along with such listing clearly indicating which particular code(s) were amended within the listing. Customer shall not be obligated to review any listing forwarded subsequent to the original listing and Customer shall rely solely upon the accuracy of the notices to determine code changes and only such notices

Carrier 

sent in accordance with the terms of this paragraph shall be considered valid. If the procedures set forth herein are not adhered to, Customer will have no obligation to abide by the amended code(s) and such amendment will not be enforceable against Customer.

1.5. **Terms.** The Parties agree that this Agreement is a direct agreement between two carriers pursuant to Section 211 of the Communications Act of 1934, as amended and that the Services provided hereunder and the rates set forth herein shall not be subject to Company's tariffs filed with the FCC or any other applicable regulatory authority. It is expressly understood by the Parties that in the event of a conflict between the rates set forth in the Exhibits and any tariffs filed by Company, the rates attached hereto shall prevail. Notwithstanding anything to the contrary, Company shall provide written notice to Customer in advance of any filing, enforcement or change of any tariff that affects the rates and/or terms and conditions relating to the provision of Services hereunder. Customer reserves the right to terminate this Agreement or the affected portion thereof, upon receipt of such notice and shall not be responsible for compliance with such tariff(s) if not duly notified as set forth herein.

1.6. **System Maintenance.** Company shall use its best efforts to ensure that all systems utilized hereunder are maintained in accordance with industry standards. In the event that system maintenance requires the interruption of Service, Company shall notify Customer no less than twenty-four (24) hours in advance of such interruption, and Company shall use its best efforts to repair the system and rectify the problem within a reasonable period of time. Customer reserves the right, in its sole discretion, to terminate this Agreement if quality of service falls substantially below industry standards.

1.7. **Licenses** Each Party is responsible for obtaining and maintaining, at its own cost, all licenses, approvals and other authorizations necessary or appropriate for the provision and/or resale of Services.

II. PAYMENT TERMS

2.1 **Invoicing.** All payments under this Agreement shall be made in U.S. dollars. Company may not invoice for usage of Services more than one hundred and twenty (120) days after such usage has occurred. All invoices shall be transmitted via e-mail to the e-mail addresses set forth below. A Party shall immediately notify the other Party in writing of any change to these e-mail addresses.

For invoices to Carrier: Ntichicago@yahoo.com

2.2 **Prepayment.** Customer agrees to remit a prepayment to Company in the amount of and maintain a positive account balance at all times. Customer shall wire funds as needed in sufficient amounts in order to maintain the required balance.

2.3 **Form of Payment.** Customer shall remit payment to Company via bank wire transfer. The following is banking information for payment:

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Bank:
 ABA#:
 Co. Name:
 Co. Add:

Account #:

2.4 **Taxes.** The Parties being licensed resellers of telecommunications services, all Services under this Agreement are provided exclusive of any applicable federal, state, local, or foreign taxes, duties, or charges imposed by any governmental authority. In the event that the Company is required to pay any such taxes, charges, or duties, in particular USF or FET (or comparable telecom related state taxes), attributable to the Customer, the Company shall furnish Customer no less than seven (7) days' advance notice.

2.5 **Disputed Charges.** All undisputed amounts due must be paid in full by the Due Date. In the event that Customer disputes any amount stated on an invoice, Customer shall notify Company in writing of such dispute within thirty (30) days of receipt of the applicable invoice and shall provide Company with such documentation as may be reasonably required to resolve the dispute. Customer and Company shall exercise reasonable, good faith efforts to resolve the disputed charges within fifteen (15) days of receipt of Customer's written notice of the dispute. If the Parties are unable to resolve the dispute within such time, the matter shall be escalated to senior executives and/or counsel authorized to settle such matters. If the dispute is not resolved within fifteen (15) days from the date of escalation, the Parties shall submit the matter to arbitration as set forth below.

2.6 **Late Fees.** Any undisputed payments not received by the Due Date will bear interest from the Due Date until paid in full, at a rate of the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law.

III. TERM AND TERMINATION

3.1 **Term.** The term of this Agreement shall commence on the date first written above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically continue beyond the Initial Term on a month-to-month basis unless terminated by either Party upon thirty (30) days' prior written notice.

3.2 **Termination.** This Agreement may be terminated prior to the expiration of its then-current term upon the occurrence of any of the following events:

3.2.1 By either Party, upon a material breach of this written Agreement by the other Party, provided that the breaching Party fails to cure the breach within thirty (30) calendar days after written notice of such breach from the non-breaching Party.

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3.2.2 By either Party, if the other Party takes or suffers any action as a result of its indebtedness, such as an action in bankruptcy, an assignment for the benefit of creditors, the appointment of a receiver or trustee, or the liquidation of all or substantially all of its assets.

3.2.3 By Customer if, in Customer's sole reasonable discretion, the Services are not of a quality consistent with industry standards, or if Services are interrupted for any reason for a period of seven (7) days or more or Company fails to restore or maintain its network in accordance with Paragraph 1.4 above.

IV. LIABILITY

4.1 **Force Majeure.** Neither Party shall be responsible nor liable for any damages, whether direct, indirect, consequential, incidental, foreseeable or unforeseeable, arising out of, in connection with or relating to any matter occasioned by or due to fire, flood, water, the elements, acts of G-d, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond either Party's reasonable control. Both Parties shall use commercially reasonable efforts to mitigate or eliminate any adverse effect such event of force majeure may have on its ability to perform its obligations hereunder.

4.2 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO THAT PARTY'S CUSTOMERS OR ANY THIRD PARTY IN ANY RESPECT FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, USE, DATA, GOODWILL OR BUSINESS OPPORTUNITIES OF ANY KIND OR NATURE WHATSOEVER, ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS HEREUNDER.

4.3 **WARRANTY.** EXCEPT AS EXPRESSLY STATED HEREIN, COMPANY MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT.

4.4 **Indemnification.** Each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party from and against any third party claim, suit, demand, loss, damage, expense or liability that may result from, arise out of or relate to the Indemnifying Party's gross negligence or willful misconduct.

V. CONFIDENTIALITY

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5.1 Confidentiality. The Parties hereby acknowledge that in the course of the business relationship between them, either Party may acquire information regarding the other or its affiliates, its business activities and operations or those of its customers and suppliers and its trade secrets, including, without limitation, its customer lists, prospective customers, rates, network configuration, traffic volume, financial information, computer software, service, processes, methods, knowledge, research, development or other information of a confidential and proprietary nature (hereinafter "Confidential Information"). Each Party shall hold the Confidential Information in strict confidence and shall not reveal the Confidential Information, or any portion thereof. The foregoing obligations regarding disclosure of Confidential Information shall not apply, however, to any part of the Confidential Information which: (a) was already in the public domain or which becomes so through no fault of the receiving Party; (b) was already known or independently developed by the receiving Party; (c) is expressly approved for release by written authorization of the disclosing Party; or (d) is disclosed pursuant to any judicial or governmental request, requirement or order provided, however, that the receiving Party only makes disclosure to the extent required and prior to making such disclosure, takes all reasonable steps to provide prompt and sufficient notice to the disclosing Party, so that the disclosing Party may contest such request, requirement or order. This paragraph shall survive expiration or termination of this Agreement for a period of three (3) years.

VI. MISCELLANEOUS

6.1 Use of Name. Each Party agrees not to use the name, service marks or trademarks of the other Party, or of any of its affiliated companies, in any advertising, publicity releases or sales presentations, without the other Party's written consent and not to take any actions which will in any manner compromise the registered trademarks and/or servicemarks of the other Party or its affiliates

6.2 Independent Contractors. It is expressly understood that the Parties are acting hereunder as independent contractors, and that under no circumstances shall any of the employees of one Party be deemed to be employees of the other for any purpose. This Agreement shall not be construed as authority for either Party to act on behalf of the other in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other Party, except to the extent and for the purposes expressly provided for herein.

6.3 Waiver. The failure of either Party to give notice of default or to enforce compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of an extension of time for performance will not constitute a permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions will remain at all times in full force and effect, until modified by both Parties in writing.

6.4 Amendment and Modification. This Agreement shall not be valid until signed and accepted by a signatory duly authorized to legally bind the Parties. No change, amendment, modification, termination or attempted waiver of any of the provisions set

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forth herein shall be binding unless made in writing and signed by a duly authorized representative of both Parties. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein.

6.5 Assignment. Neither Party shall assign this Agreement or any rights hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably denied or withheld, except that each Party may assign or transfer this Agreement, in whole or in part, to an entity controlling, under common control with or controlled by such Party, without the consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assigns.

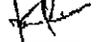
6.6 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement, other than those specifically provided for above, shall be given in writing and shall be deemed to have been delivered and given for all purposes upon receipt only when sent via e-mail and mailed first class mail, return-receipt-requested, or by nationally/internationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other Party in writing for the purpose of receiving such notices. All notices required under this Agreement shall be addressed to the addresses on the signature page of this Agreement and copies thereof sent to the specified e-mail addresses. Either Party may change its specified address by giving the other Party notice of such change in accordance with this paragraph.

6.7 Governing Law. This Agreement and the relationship between the Parties shall be governed by the laws of the State of New York.

6.8 Arbitration. Any dispute between the Parties shall be resolved by binding arbitration before a single arbitrator, expert in matters relating to telecommunications, mutually selected by the Parties. In the event that the Parties fail to mutually agree upon an arbitrator within thirty (30) days of submission of the dispute to arbitration, one shall be appointed in accordance with the commercial rules and practices of the American Arbitration Association. The arbitration shall be conducted in English in New York, New York. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall only have the power and authority to make awards and issue orders as expressly permitted herein and shall not, in any event, make any award that provides for punitive or exemplary damages.

6.9 Severability. In the event that a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

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6.11 Non-Exclusivity. Nothing in this Agreement shall prevent either Party from entering into similar arrangements with any other person or entity.

6.12 Entire Agreement. This Agreement, inclusive of any schedules attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes and merges any and all prior proposals, negotiations, representations, agreements, arrangements or understandings, both oral and written, relating to the subject matter hereof. The Parties have not relied on any proposal, negotiation or representation, whether written or oral, that is not expressly set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NTI TALK INC ("Customer"):	("Company")	
By: <u>Kawthar Rabie</u> Signature Date Name: Kawthar Rabie Title: President Address: 5875 N Lincoln Ave Suite 142 Chicago Illinois 60659 Attn: Jamal Rabie Phone No.: 773-990-9800 Email: Ntichicago@yahoo.com with copies to:	By: _____ Signature Name: Title: Address: Phone No.: Email: with copies to:	11/29/11 Date

_____ Carrier KA

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

This Agreement for the Provision of International Carrier Services (the "Master Agreement") is entered into on November 18, 2011 ("Effective Date") between

NTI TALK INC, a Illinois company duly incorporated and organized under the laws of United States of America, Illinois whose registered office is at 3875 N Lincoln Ave Suite 142 Chicago Illinois 60659, hereinafter referred to as ("Company");

and

a Delaware corporation with its principal offices located at hereinafter referred to as

Hereinafter individually referred to as "Party" and jointly referred to as "Parties."

WHEREAS:

- Company wishes to use one or more of s specifically described in the relevant Service Annex(es) to this Agreement;
- wishes to use Company's Service as specifically described in the relevant Service Annex(es) to this Agreement;
- will provide directly or via its affiliate companies Service to Company; and
- Parties wish to define the terms and conditions upon which the Service will be provided,

Article 1. DEFINITION

In this Agreement the following words and expressions shall have the meanings shown below:

- Agreement: the present Master Agreement, all Service Annexes and rates specified in rate notifications,
- Service: the applicable or the Company's Service, as the context requires as specifically described in the Service Annex(es) to this Master Agreement;
- Service Annex(es): The annex(es) attached to this Master Agreement that specifies the provided Service;
- Purchasing Party: Company purchasing the Service from or purchasing the Company's Service from Company, as the context requires;
- Selling Party: Company providing the Company's Service to or providing the to Company, as the context requires.

Article 2. SUBJECT

(2.1) Service. Selling Party shall provide Purchasing Party with one or more of the Services in accordance with the terms and conditions of this Master Agreement and any Service Annex executed by the Parties from time to time. Parties acknowledge that it is in their mutual interest to adequately plan the necessary

Initialed for Company

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

capacity needed at their respective facilities, in order to allow for efficient provisioning of the Service. Each Party shall be responsible to procure and manage, at its own expenses, the necessary facilities or equipment required to bring its traffic to the hand over point in accordance with the specifications set out in the relevant Service Annex attached to this Master Agreement. Service Annexes shall be entered into individually by the Parties.

- (2.2) **Prompt Notification in Case of Failure.** Each Party shall notify and advise the other Party as soon as possible of any facility failure arising or likely to arise from any cause within its area of operation that has or is expected to cause protracted interruption of service between Company and
- (2.3) **Responsibility Towards Customers.** The Purchasing Party shall remain fully responsible and be the sole point of contact for all its customers with respect to the Service provided by the Selling Party to the Purchasing Party under this Agreement.

Article 3. BILLING AND SETTLEMENT, PAYMENT, ADDITIONAL SECURITY

- (3.1) **Invoice Frequency, Currency, Due Date.** The Company shall prepay for all Services. Each prepayment shall be at least equal to seven (7) days estimated traffic, not with a minimum value of \$5,000.00 US Dollars (US\$). Invoices shall be submitted on a weekly basis covering charges for the previous week. All invoices shall be settled by immediate off-set against the prepayment. Charges shall accrue upon completion of the first call.
- (3.2) **Taxes and Surcharges.** Rates are exclusive of Value Added Tax (VAT) and any other applicable use, excise, gross receipts, sales and privilege tax, duties, fees, surcharges or any other applicable tax or liability. Neither Party shall be liable for any taxes based on the other Party's net income.
- (3.3) **Universal Service Fund.** In the event that a Party is invoiced in the United States and is unable to provide certification that it is a contributor to the Universal Service Fund and other similar U.S. based regulatory funds and fees, or is otherwise exempt from such contribution, then the Selling Party shall have the discretion to charge surcharges on all Services provided, such surcharges not to exceed amounts permitted under applicable law.
- (3.4) **Payment Offset.** The Parties agree to provide the right to offset amounts owed to one another leading to a net balance payment. In such case, the net balance shall be paid prior to the Due Date. Offset statements shall be initiated by the net receiving Party.
- (3.5) **Failure to Make Payment on Due Date.** Notwithstanding notification of a dispute in accordance with article 3.7, the Purchasing Party shall be in default, without further notification to that effect, if it fails to make payment by the Due Date. From the date on which the Purchasing Party is in default, the Selling Party shall be entitled to charge interest on the unpaid amount at a rate of one-and-a-half percent (1.5%) per month.
- (3.6) **Invoice Dispute.** The Purchasing Party shall endeavour to file a dispute before the Due Date to the contacts specified in the applicable Service Annex, providing sufficient supporting information that the Selling Party can fully evaluate the dispute. Disputes raised more than thirty (30) days after the receipt of the invoice shall be deemed invalid, absent manifest error. The Party receiving a dispute notification shall endeavour to respond within thirty (30) days from receipt. Should Parties fail to resolve within a further thirty (30) days the dispute may be escalated to senior management, or such dispute shall be resolved in accordance with article 11 (Governing Law). If the dispute is less than three per cent (3%) of the invoice amount (excluding taxes) the total invoice shall be due and payable on or before the Due Date. If the amount in dispute is greater than three per cent (3%), the disputed amount may be withheld until the dispute is resolved.
- (3.7) **Rate Notification.** All rates shall be quoted per minute. The Selling Party may revise its rates by providing a written rate notification via email. Increases in rates shall be effective seven (7) days after the rate notification is provided to the Purchasing Party. Rate decreases shall be effective immediately upon notice. The start time on the effective dates of the rate change is 00:00:00 GMT, unless stated otherwise in

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

the Service Annex. Rate notifications shall be deemed valid when communicated to the relevant contacts as set out in the applicable Service Annex.

- (3.8) **Country Code.** The rates contained in a rate notification apply to the specific dial code detailed along side such rates. In the event of a discrepancy between the rate applied to a dial code and a destination description, the dial code shall govern.
- (3.9) **Invoices format.** Invoices shall include at a minimum; number of completed calls, chargeable minutes, rate per minute, and total cost for each individual route. Each Party will supply this information in an electronic format readable in Microsoft Excel upon request of the other party. In the event of an invoice dispute individual call detail records shall be made available at the request of the other Party. Call detail records shall contain a record of each call invoiced, including the number dialed, date, start time and call duration.
- (3.10) **Payment Security.** Each Party shall at all times comply with the other Party's ongoing credit approval procedures and policies. If the financial circumstances or payment history of the Purchasing Party becomes unacceptable to the Selling Party in its reasonable business judgment, the Selling Party may require:
 - a. reasonable additional security for payments due in the form of a bank guarantee, security deposit or another form that is agreed upon by both Parties;
 - b. the Purchasing Party to pay in advance for receiving Selling Party's Service.

Article 4. SUSPENSION

Suspension. Each Party shall have the right to suspend the provision of part or all of the Service:

- a. in the event charges due pursuant to either Party's invoice have not been paid in full by the Due Date, such Party shall have the right to suspend all or any portion of the Service after giving a twenty-four (24) hours prior written notice until such time as the due invoice has been paid in full;
- b. if and in so far as it is required to do so by a governmental or regulatory authority in accordance with a statutory or other regulatory requirement or pursuant to an order of a court having jurisdiction;
- c. if the Purchasing Party fails to meet the obligation to provide Selling Party with additional payment security as referred to in section 3.11; and
- d. if the Selling Party has reasonable cause to doubt the Purchasing Party's ability to keep meeting its material obligations (both financial and non-financial) as set out in this Agreement.

Article 5. DURATION, TERMINATION

- (5.1) **Duration.** This Agreement shall have an initial term of one (1) year from the Effective Date (the "Initial Term") and shall be automatically renewed on a monthly basis after the expiration of the Initial Term, unless either Party provides the other with written notice of its intent to terminate the Agreement at least thirty (30) days prior to the expiration of the Initial Term or any subsequent monthly renewal. This Agreement may also be terminated in accordance with section 5.2.
- (5.2) **Termination.** Either Party has the right to terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"):
 - a. if the Defaulting Party fails to fulfil any of its material obligations or breaches any of its material representations or warranties in this Agreement, and such failure or breach is incapable of cure, or with respect to a failure or breach capable of cure, the Defaulting Party does not remedy the failure or breach within thirty (30) days after written notice of such failure or breach;
 - b. if the Defaulting Party becomes insolvent or admits in writing its inability to pay debts as they mature, or makes an assignment for the benefits of creditors; and

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- c. if the Defaulting Party files a petition under any bankruptcy act, receivership statute or the like, or such petition is filed against it and not discharged within ten (10) days after such filing;
 - d. if the non-Defaulting Party has suspended the Service in accordance with article 4 and the ground for suspension has not been lifted in the following period of thirty (30) days; and
 - e. if the Service has been suspended by the Defaulting Party because of an event of Force Majeure, and this event has lasted for a period longer than thirty (30) days.
- (5.3) **Effect of Termination.** Except for violations of 8.2 (b), upon termination of this Agreement for any reason, each Party shall remain liable for those obligations that accrued prior to the date of such termination.
- (5.4) **Survival.** The following provisions shall survive the expiration or termination of this Agreement for any reason:
- a. Article 3 (Billing and Settlement, Payment, Additional Security);
 - b. Article 5 (Duration, Termination);
 - c. Article 6 (Confidentiality);
 - d. Article 7 (Intellectual Property);
 - e. Article 9 (Limitation of Liability; Indemnification);
 - f. Article 11 (Governing Law); and
 - g. Article 12 (General Provisions).

Article 6. CONFIDENTIALITY

- (6.1) **Definition.** For purposes of this Agreement, "Confidential Information" means, with respect to either Party, any and all information in written, representational, electronic, verbal or other form, both tangible and intangible, relating directly or indirectly to the present or potential business, operation or financial condition of the disclosing Party (including, but not limited to, information identified as being proprietary and/or confidential, pricing, marketing plans, customer and supplier lists, service data, and any information which might reasonably be presumed to be proprietary or confidential in nature)
- (6.2) **Exceptions.** Information shall not be deemed confidential as set out in article 6.1 if:
- a. it is known to the public (through no act or omission of the receiving Party in violation of this Agreement);
 - b. it is lawfully acquired by the receiving Party from an independent source having no obligation to maintain the confidentiality of such information;
 - c. the receiving Party can demonstrate that the relevant information was known to the receiving Party prior to its disclosure under this Agreement;
 - d. the receiving Party can demonstrate that the relevant information was independently developed by the receiving Party.
- (6.3) **Obligations of the Parties.** Each Party agrees that during the term of this Agreement and thereafter:
- a. It shall provide at a minimum the same care to avoid disclosure or unauthorised use of Confidential Information as is provided to provide its own similar information, but in no event less than a reasonable standard of care, and
 - b. It will not disclose Confidential Information belonging to the other Party to any third party (other than its employees and/or consultants reasonably requiring such Confidential Information for purposes of this Agreement who are bound by obligations of non-disclosure and limited use at least as stringent as those contained herein) without the express prior written consent of the disclosing Party, unless:
 - i. this third Party is either a wholly owned subsidiary or affiliate to the receiving Party, or a parent entity wholly owning the receiving Party, or;
 - ii. it is required to be disclosed by governmental or judicial order, in which case the Party so required or requested shall give the other Party prompt written notice of such order or investigation.

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

- (6.4) **Prompt Return of Confidential Information.** On termination of this Agreement for whatever reason the receiving Party shall return the Confidential Information to the disclosing Party promptly, if so explicitly requested by the latter.
- (6.5) **Law Enforcement.** Notwithstanding any other provision to the contrary, each Party may cooperate with law enforcement authorities and national authorities to the full extent required or permitted by applicable law in matters relation to the Services provided under this Agreement.

Article 7. INTELLECTUAL PROPERTY

Non-Transference of IP Rights. Nothing herein shall confer or be deemed to confer on either Party expressly, implied or otherwise, any rights or licences in the intellectual property of the other. Except as may be expressly agreed in writing between the Parties, neither Party is permitted to use the brand names of the other Party's services and products or the other Party's trade names and service marks without the prior written consent of the other.

Article 8. WARRANTIES.

(8.1) **Authorisation.** Each Party represents and warrants to the other Party that it is an entity duly organised and validly existing under the laws of the jurisdiction of its formation, and that it has all the requisite power and authority for the execution and delivery of this Agreement.

(8.2) **Legal Compliance.**

- a. The Selling Party represents and warrants to the Purchasing Party that it has obtained, or will obtain prior to offering the Services hereunder, all licences, approvals and/or regulatory authority necessary to provide the Services in its jurisdiction of formation. With respect to any traffic originated from payphones in the United States that Purchasing Party directly routes to the Selling Party, the Purchasing Party represents and warrants to the Selling Party that it shall comply with its obligations as a "Completing Carrier" under U.S. law, including without limitation relating to compensating payphone service providers, irrespective of whether any applicable governmental authority determines that the other is legally responsible for such compensation. By transmitting U.S.-destined traffic, the Purchasing Party certifies and covenants to the Selling Party that it complies with applicable laws and regulations related to the identification and jurisdictional reporting of voice traffic and does not manipulate, modify or alter the Calling Party Number (CPN) or Automatic Numbering Identification (ANI) of such traffic in any manner.
- b. Each Party further represents and warrants that it has not at anytime, and will not in the future, engage in any activities or make any payments pursuant to this Agreement that are in violation of local and other applicable corruption laws, including the Federal Corrupt Practices Act and the UK Bribery Act. Notwithstanding any other provisions herein, in the event that a Party concludes in its sole reasonable opinion, that there has been or will be a breach of this section by the other Party, the Agreement shall be void ab initio without the requirement of any written notice of cancellation. The breaching Party shall be responsible to the other Party for any and all damages, costs, expenses and losses of any nature incurred by the other Party as a result of such breach.

(8.3) **NO OTHER WARRANTIES.** PARTIES ACKNOWLEDGE THAT IT IS TECHNICALLY IMPRACTICABLE TO PROVIDE SERVICE FREE OF FAULTS, AND DO NOT UNDERTAKE TO DO SO, EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT AND THE SERVICE ANNEXES, NO PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

Article 9. LIMITATION OF LIABILITY; INDEMNIFICATION

- (9.1) **LIMITATION OF LIABILITY AND DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER THEORY) OR OTHERWISE, EXCEPT FOR IN THE EVENT OF A BREACH OF ANY OBLIGATION OR LIMITATION WITH RESPECT TO THE USE OR PROTECTION OF CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY AS SET FORTH IN ARTICLES 6 AND 7
- (9.2) **Call Completion.** Neither Party shall be liable or responsible in any way for the failure of calls to be completed, for any reason whatsoever or for no reason, including, without limitation, the failure of other network vendors to terminate such calls.
- (9.3) **No Minimum Volume of Traffic.** Neither Party shall be obligated by this Agreement to commit a minimum volume of traffic, unless specified in a written volume commitment annex executed by the Parties.
- (9.4) **Indemnification.**
 - a. Each Party and its respective agents, employees, or other representatives (collectively, the "Indemnifying Party") will defend, indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, and agents (collectively, the "Indemnified Party") from and against any third party claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) Indemnifying Party's breaches of representations, warranties or covenants contained in this Agreement; (b) any injuries or damages to any person or property arising out of or in connection with this Agreement; and (c) the transmission, reception, and/or content of information of whatever nature transmitted or received by it or its users.
 - b. The Indemnified Party agrees to promptly notify the Indemnifying Party of any written claims or demands against the Indemnified Party for which the Indemnifying Party is responsible hereunder and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnified Party's failure to perform any obligations under this Section 9.4 shall not relieve the Indemnifying Party of its obligations under this Section 9.4 except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. Indemnified Party shall be entitled, at its option, to participate in and observe the proceedings at its own cost and expense.

Article 10. FORCE MAJEURE

- (10.1) **Non-Exhaustive List of Events.** The Parties' obligations under this Agreement are subject to, and neither Party shall be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, due to events that are beyond the Party's reasonable control including, but not limited to, fire, flood, water, the elements, labour disputes or shortages (except for those labour disputes or shortages relative to each of the Parties), utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third parties.
- (10.2) **Prompt notification.** The Party that has been or is being adversely affected by an event of Force Majeure will promptly notify the other Party in writing about the occurrence of such an event. The Party will estimate the extent and duration of its inability to perform its obligations towards the other Party.

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- (10.3) **Cessation.** Upon the cessation of an event of Force Majeure, the adversely affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations as soon as possible.
- (10.4) **Responsibilities during Force Majeure.** The Party that has been or is being adversely affected by an event of Force Majeure shall use commercially reasonable efforts to minimize the effects of that event of Force Majeure.
- (10.5) **Not Applicable to Payment Obligations.** Article 10 shall have no effect on each Party's payment obligations under this Agreement.

Article 11. GOVERNING LAW

- (11.1) **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties will be interpreted in accordance with the laws of the Commonwealth of Massachusetts, United States excluding its conflict of laws rules.
- (11.2) **Disputes.** The Parties agree that the federal and state courts located in Suffolk County in the Commonwealth of Massachusetts, United States shall be the exclusive forum for any action brought against the other Party, and each Party shall take all necessary actions to consent to the jurisdiction of such courts.
- (11.3) **United Nations Convention on Contracts for the International Sale of Goods.** The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- (11.4) **Regulation.** The Agreement is made expressly subject to all present and future orders and regulations of any regulatory body having jurisdiction over the subject matter hereof and to the laws of the United States of America, any of its states, and any foreign government or agency having jurisdiction.

Article 12. GENERAL PROVISIONS

- (12.1) **Relation to Previous Agreements.** This Master Agreement (including its Service Annexes) constitutes the entire understanding and agreement between the Parties and supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants, whether written or oral with respect to the subject matter hereof. Notwithstanding the foregoing, any non-disclosure or confidentiality agreement entered into by the Parties in advance of this Agreement will remain effective according to its terms with respect to any information exchanged by the Parties prior to the Effective Date.
- (12.2) **No Modification, Release or Discharge of the Agreement.** This Agreement shall not be released, discharged, amended or modified in any manner, except by an instrument in writing signed by duly authorized representatives of each of the Parties.
- (12.3) **Transfer, Assigning of Rights or Obligations under the Agreement.** None of the rights or obligations under this Agreement shall be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, save that either Party may assign the Agreement in whole or in part to any parent, subsidiary or commonly-owned corporation of such Party, and in connection with any merger, consolidation, recapitalization or reorganization, involving in each case the sale of all or substantially all of the capital stock or assets of such Party or any parent, subsidiary or commonly-owned corporation of such Party; provided that such assignee provides notice of such assignment and agrees in writing to be bound by the provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the Parties hereto.
- (12.4) **Notices.** All notices shall be written in English and shall be sent via hand delivery, confirmed fax or overnight courier, and for the circumstances set forth in the Master Agreement and Service Annexes, by

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

email, to the Parties at their business addresses or to such other address as either Party may specify by notice to the other pursuant to this Section. Notices shall be regarded as having been given: (i) when delivered, if sent by hand; or (ii) the business day following the date of confirmed transmission by the machine sending the transmission, if sent by fax; or (iii) the date of confirmed delivery, if sent by overnight courier; or (iv) on the date sent, if sent by email. Subject to the contact information for the specific circumstances set forth in the Service Annexes, contact information is as follows:

For COMPANY: NTL TALK INC

ADDRESS: 5875 N Lincoln Ave Suite 142 Chicago Illinois 60659
 City, State, Country: Chicago Illinois USA
 Tel: 1-773-293-6812
 Fax: 1-773-942-7275

Each Party may update its contact information at any time by giving written notice in accordance with this section.

- (12.5) **Network Security.** The Parties shall cooperate on all issues related to fraud, misuse or damage of data and the network by exchanging relevant data and information. If an event of fraud, misuse or damage occurs, the Party discovering such event shall promptly inform the other Party about that event. The Parties will discuss and work out measures to eliminate such fraud, misuse or damage.
- (12.6) **Service Annex.** The applicable Service Annex(es) signed by the Parties will form inseparable part of the Master Agreement itself. Both Parties shall be bound by these Service Annexes as if their contents were included in the Master Agreement itself.
- (12.7) **Conflict between Annexes and Master Agreement.** If a conflict arises between the content of the Service Annexes and the Master Agreement, the content of the latter shall prevail.
- (12.8) **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- (12.9) **No Agency.** Neither Party is authorized to act as an agent for, or legal representative of, the other Party and each Party warrants that it will not represent otherwise to any third party. Neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.
- (12.10) **Waiver.** No provision of, right, power or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of each Party. No waiver by either Party of any breach or default of any provision of this Agreement by the other Party shall be effective as to any other breach or default.

AGREEMENT FOR THE PROVISION OF INTERNATIONAL CARRIER SERVICES

(12.11) Third Party Beneficiaries/Parties in Interest. This Agreement has been made and is made solely for the benefits of both Parties, and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement effective as of the Effective Date

For NTI TALKING:

Kawthar Rabie

Kawthar Rabie
Printed Name:

President
Titled:

November 18, 2011
Date:

~~Printed Name:~~

Titled:

Date:

11/23/2011

ANNEX 2A
to the Agreement for the Provision of International Carrier Services

between

NTI TALK INC (hereinafter referred to as ("Company"))

Wholesale Services ("Direct Voice, Value Voice, Certified Voice")

This Annex describes:

1. The description of the Wholesale Services offered
2. The point of interconnection and configuration
3. Pricing, billing and settlements conditions
4. Contacts and bank details

This Annex entered into effective November 18, 2011, forms part of the Agreement for the Provision of International Carrier Services (the "Agreement") between and The Company and will be read in conjunction with the main body of that Agreement dated November 18, 2011, between and Company.

Article 1. The description of the Services offered by IBasis

described below ("Wholesale Services") provide conveyance of calls for terminating of international voice traffic to destinations specified by call code in the Rate Notification. This service includes international direct dialing ("IDD") and ISDN voice-calls, but excludes ISDN data-calls, operator assisted calls and international free phone. These calls can be offered upon Company's request pursuant to a separate Annex.

Direct Voice

Direct Voice provides the best price on direct routes with targeted code coverage. The cost driven nature of this product can lead to short-term capacity limitations on the routes. The ability to support route advance (declines) is strongly recommended for optimal performance.

Value Voice

Value Voice offers market-drive optimized cost and consistency on a broad range of destinations. Value Voice minimizes ASR and ACD variation by prioritizing vendors in route.

Certified Voice

Certified Voice is a full coverage, full capacity voice product delivering low variation in the major metrics. Certified Voice strives to maintain a level of service that delivers a consistent Answer Seizure Ratio (ASR), Network Effectiveness Ratio (NER) and Average Call Duration (ACD).

Article 2. The point of interconnection and configuration

is able to interconnect via TDM protocols such as SS7/C7 or ISDN. It also supports VoIP protocols such as SIP RFC3261 and H.323 v2, v3, and v4.

Parties will exchange more detailed information regarding the configuration of the interconnection in the TDM - International Local Order Form or US Local Order Form for TDM/C7 or in the Service Activation form (SAF) for VoIP interconnections. will provide these documents via e-mail to Company.

The location of Point of Presence: <USA, Chicago>

Wholesale Services Annex

Page 1 of 3

For Company:

The location of Company's Point of Presence: USA, Chicago

Article 3. Pricing, Billing and Settlement conditions

Company shall pay the charges in accordance with the general terms set out in Article 3 of the Agreement. The terms specific to the applicable Wholesale Service are set below:

- i) Except for calls to Mexico, each call shall be recorded and charged in one (1) second increments with a one (1) second minimum. Calls to Mexico shall be recorded and charged in sixty (60) second increments with a sixty (60) second minimum.
- ii) Calls shall have a GMT time stamp.

Article 4. Contacts and Bank details

Rate notifications:

Email:
Fax: +

Billing enquiries

Email:
Fax: +
Phone

Billing disputes

Email
Fax: +

Accounts Payable enquiries and disputes

Email:
Fax: +
Phone +
Address:

Payment Details

Bank Name
Bank Address

Beneficiary

Bank Account
SWIFT
ABA

Article 5. General

Except as provided herein, the Agreement remains in full force and effect. For the avoidance of doubt, the above terms relate only to the Wholesale Services.

Page 2 of 3

For Company:

IN WITNESS WHEREOF, the Parties have executed this Annex.

For NTE TALK INC

Kawthar Rabe

[Signature]

Name: Kawthar Rabe

Name:

Title: President

Title:

Date: November 18, 2011

Date:

11/23/2011

Wholesale Services Annex 1

Page 3 of 3

For Company: . . .

Confidential and Proprietary

Switch Rental and Consulting Agreement Amendment

This document is an amendment to the Switch Rental and consulting Agreement made between and NTI dated 10/31/2011

CUSTOMER (NTI TALK) desires to rent additional hardware and software for a pin-less plus e-commerce web portal shall supply the additional hardware and software at a cost which will be \$500 month. Customer has a three month paid trial period. During this trial period the customer can cancel this amendment at its sole discretion. After the trial period has concluded CUSTOMER is bound to the contractual period as outlined in the Switch Rental and Consulting Agreement.

This amendment is subject to all terms and conditions of the Switch Rental and Consulting agreement between the parties dated 08/31/2011.

plus 1% of revenue

Customer:

By: _____ (sign)

_____ (print)

Its: _____ (title)

Date: _____

By: Kawthar Rabie (sign)

Kawthar Rabie (print)

Its: President (title)

Date: 10/31/2011