

**AGREEMENT
BETWEEN
PT. BATAM BIN TAN TELEKOMUNIKASI
And
COMMUNICATION SOLUTION
For
WHOLESALE VoIP SERVICES**

Nomor BBT : 33/BBT/PKS/XII/2018

This Agreement is made this 12, of December 2018

Between

CommSol Co. Ltd whose registered office is situated at Units A-C, 25/F., Seabright Plaza, No. 9-23 Shell Street North Point, Hong Kong SAR, hereinafter referred to as "CommSol", for the purposes of this agreement duly represented by Eduard Suwandi, Director.

and

PT Batam Bintan Telekomunikasi whose registered office is at Jln Markisa No1 Batamindo Industrial Park-Batam-Indonesia, hereinafter referred to as "BBT", for the purposes of this agreement duly represented by Sujatim Abdurrachman Habibie, President Director,

Here in after individually referred to as "Party" and jointly referred to as "Parties";

HAVE AGREED AS FOLLOWS:

Article 1 / DEFINITIONS

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

Agreement:	the present agreement and all annexes hereto;
Service:	the international wholesale telephony service provided by "BBT" and CommSol;
Purchasing Party:	"BBT" purchasing the CommSol Service from CommSol, or CommSol purchasing the "BBT" Service from "BBT", as the context requires;
Selling Party:	"BBT" providing the "BBT" Service to CommSol, or CommSol providing the CommSol Service to "BBT", as the context requires.

Article 2 / SUBJECT

2.1 Parties hereby agree that:

2.1.1 "BBT" shall provide to CommSol the "BBT" Service on the basis of the forecasts of expected international telephone traffic, to be provided by CommSol according to Article 3,



2.1.2 CommSol shall provide to "BBT" the CommSol Service on the basis of the forecasts of expected international telephone traffic, to be provided by "BBT" according to Article 3,

subject to the terms and conditions of this Agreement.

- 2.2 The hand over point of traffic shall be on internet. 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 unless otherwise agreed by both Parties.
- 2.3 Each Party shall 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 "BBT" and CommSol.
- 2.4 The Purchasing Party shall remain fully responsible and be the sole point of contact for all its BBTs with respect to the Service provided by the Selling Party to the Purchasing Party under this Agreement.

Article 3 / FORECASTING

- 3.1 Parties acknowledge that it is essential for the Selling Party to adequately plan its facilities in order to allow for efficient provisioning of the Service. For that purpose the Purchasing Party shall provide the Selling Party with prompt and accurate traffic forecasting information.
- 3.2 Nothing in this Agreement shall be construed as an obligation on the part of either Party to send any minimum volume of traffic to the other Party. The maximum volume of traffic to be routed by either Party shall be as mutually agreed by the Parties from time to time.

Article 4 / CHARGES

- 4.1 The Purchasing Party shall pay the charges payable by it in accordance with the applicable tariffs as specified in Annex 1. These tariffs are exclusive of VAT and any other similar sales taxes, duties or levies imposed on the Selling Party by law. In case such a tax, duty or levy will be due, the respective amount will be added to the charges payable by the Purchasing Party. If this case arises during the contract period parties shall negotiate new tariffs.
- 4.2 The tariffs may be amended from time to time by the Selling Party by providing the Purchasing Party with fourteen (14) days prior written notice. By mutual agreement of the Parties, another notice period may apply.
- 4.3 A price increase shall only be effective if the Purchasing Party agrees in writing to a requested price increase, or if the Purchasing Party fails to agree to such increase within said fourteen (14) days period. If the Purchasing Party notifies the Selling Party in writing within said fourteen (14) days period that it does not agree to a requested price increase:
 - a) the Purchasing Party shall be entitled to discontinue sending traffic destined for the destination(s) to which the requested price increase applies, without incurring a charge or other penalty;
 - b) the forecasting information provided to the Selling Party for the destination(s) to which the requested price increase applies shall be cancelled.

If the Purchasing Party, in spite of its rejection of the requested price increase, continues to send traffic destined for any such destination(s), such use of the Service shall be considered as acceptance of the price increase and the forecasting information concerned shall be reinstated.



Article 5 / RECORDING OF TRAFFIC

- 5.1 Each Party has taken all reasonably feasible measures to ensure that its system of recording the volume of the Purchasing Party's telephone traffic for billing purposes by means of the Service is accurate.
- 5.2 If the data concerning the Purchasing Party's telephone traffic volume recorded by the Purchasing Party deviate from the data recorded by the Selling Party, Parties shall use reasonable endeavours to investigate their recording system in order to resolve the deviation. Parties shall use all reasonable endeavours to synchronise their respective recording systems, in order to prevent further deviations of the data recorded by the Parties in the future.
- 5.3 If, in spite of the efforts referred to in paragraph 5.2, the recording systems of the Parties persistently fail to record consistent data, Parties may agree to appoint an independent consultant in order to audit the recording systems used by the Parties and to resolve deviations of the data recorded by the Parties. The Parties shall share the costs attaching to the appointment and work of the consultant on a fifty-fifty basis.

Article 6 / DEPOSIT, BILLING AND PAYMENT

- 6.1 The Selling Party shall render an invoice monthly for all sums payable by the Purchasing Party detailing the registered traffic (minutes per destination) and the amounts due. Payment shall be made in US dollars (US\$), to the Selling Party's bank account mentioned on the invoice, within 30 days after the invoice date ("Due Date"). Any amount payable on the bank charge(s) shall be borne by the Purchasing Party. The bank charge(s) shall not constitute a waiver from the payment obligations under this Agreement. If the net off less than USD 2,500 then the payment will combine on next payment or not longer than 6 months.
- 6.2 Billing shall be based on initial 1-second minimum and every 1-second increment basis.
- 6.3 Notwithstanding notification of a dispute according to paragraph 6.4, 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 at the rate of 1.5% per month.
- 6.4 An invoice shall be deemed to have been accepted by the Purchasing Party if the Purchasing Party does not present a written objection before the Due Date. If an objection is presented, the Parties shall make every reasonable effort to settle promptly the dispute concerning the invoice in question. Notwithstanding the foregoing, the Parties agree to pay all amounts not in dispute in accordance with the provision of paragraph 6.2. If the objection is sustained and the Purchasing Party has paid the disputed invoice, the amount of overpayment shall be refunded to the Purchasing Party promptly, with interest at a rate determined in the manner described in paragraph 6.3 hereof, from the date payment of the disputed amount was received until the refund is transmitted to the Purchasing Party. If the objection is not sustained and the Purchasing Party has not paid the disputed amount, the Purchasing Party shall pay such amount promptly with interest at a rate determined in the manner described in paragraph 6.3 above, from the date on which payment of the invoice was due until paid.
- 6.5 If there is a discrepancy between a Party's billing and the corresponding records of the other Party, the Parties will resolve such discrepancy, as follows: if the discrepancy does not exceed one percent (1%), the billing Party's invoice or call detail record will prevail; if the discrepancy exceeds one percent (1%), then the billed Party will submit such claim supported with reasonable details in writing to the billing Party within the period of 14 days of receiving such invoice, otherwise the billed Party shall be deemed to have accepted such invoice and its content. The Parties, exerting their best efforts, will resolve such discrepancy within 14 days of such submission.



- 6.6 The Purchasing Party shall not be entitled to withhold payment of any invoice from the Selling Party because of the fact that its BBTs, for whatever reason, withhold payment of the Purchasing Party's invoices concerning charges payable by them to the Purchasing Party.
- 6.7 In the event the account becomes delinquent, The Purchasing Party shall pay all of the Selling Party's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.

Article 7 / SUSPENSION OF SERVICES

- 7.1 The Selling Party shall be entitled to suspend the provision of part or all of the Service:
- a) 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;
 - b) if the Purchasing Party fails to meet essential obligations under this agreement, including but not limited to its payment obligations as referred to in Article 6, and fails to remedy such failure within forty-eight (48) hours after receipt of a written notice specifying the non-performance and requiring it to be remedied, provided that a suspension in accordance with this paragraph 7.1 may be implemented without prior notice in case of real emergency.
- 7.2 The right to suspend performance as referred to in paragraph 7.1, under b, shall only be exercised if justified by the nature of the non-performance, taking into account all interests of both parties.
- 7.3 The Purchasing Party shall be obliged to pay all charges, if any, payable by it throughout the period of suspension as referred to in paragraph 7.1.
- 7.4 The suspension referred to in paragraph 7.1 shall be lifted as soon as the ground giving rise to the suspension has been lifted.

Article 8 / EARLY TERMINATION

- 8.1 If the Payment has not been received from the Purchasing Party by the Due Date described above, or any extension hereof permitted in writing at the Selling Party's discretion, to the Purchasing Party; then the Selling Party may at its sole discretion terminate this Agreement by giving forty-eight (48) hours written notice to the other party. The Selling Party reserves the right to collect attorneys' fees and any and all costs incurred by Selling Party in the collection of any unpaid amounts whether or not law suit is instituted.
- 8.2 Each Party may also terminate this Agreement immediately: (a) if the other party fails to fulfil any of its material obligations under this Agreement; (b) if the licenses, permit or approval required for the performance of its obligations under this Agreement is revoked, terminated or cancelled; (c) if the other party is in breach of Article 11 (Confidentiality); (d) if the other party becomes subject to a winding-up proceeding, has a receiver appointed or ceased paying its debts generally as they mature; or (e) if a petition under the Hong Kong Special Administrative Region (HKSAR), or bankruptcy act, receivership statute, or the like is filed by the other party and is not dismissed within thirty (30) days after such filing.

Article 9 / LIABILITY

- 9.1 If damage imputed by either Party is caused to the other Party's property and human, the Party shall pay compensation according to the laws of Indonesia.



- 9.2 The Purchasing Party shall be responsible for the settlement of, and shall indemnify and hold the Selling Party harmless from, any claims by third parties howsoever arising out of or related to the services that will be provided by the Purchasing Party using the Services provided by the Selling Party under this Agreement.

Article 10 / FORCE MAJEURE

- 10.1 Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of force majeure including, but not limited to, explosion, earthquake, lightning, fire, flood, governmental orders, war, civil disturbances, acts of God, or any other causes beyond the reasonable control of any Party whether or not similar to the foregoing.
- 10.2 The affected Party shall promptly notify the other Party in writing of the occurrence of an event of force majeure and the estimated extent and duration of its inability to perform its obligations.
- 10.3 Upon the cessation of the event of force majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations.
- 10.4 Both Parties shall use best endeavours to minimise the effects of an event of force majeure.

Article 11 / CONFIDENTIALITY

- 11.1 Both Parties shall keep confidential the terms and conditions of this Agreement and any and all information about the other Party, including but not limited to information about the other party's tariffs, business operations and BBTs, with which they become familiar under the terms of this Agreement, which has been marked by the disclosing Party as confidential or which the recipient Party understands or reasonably ought to understand is of a confidential nature.
- 11.2 The obligation of secrecy referred to in paragraph 10.1 shall not apply to information which:
- a) is already in the possession of or is previously known to the recipient Party at the time of its receipt from the disclosing Party other than by breach of the present obligation of secrecy;
 - b) is in or comes into the public domain otherwise than by breach of the present obligation of secrecy;
 - c) is obtained from a third party who is free to disclose such information, or has been generated by the recipient Party without any use of the confidential information received from the disclosing Party.
- 11.3 Each Party agrees to give notice to the other of any demands to disclose or provide the other Party's confidential information under lawful process prior to disclosing or furnishing such confidential information, and agrees to co-operate in seeking reasonable protective arrangements requested by the other Party. In addition, a Party may disclose or provide confidential information of the other Party requested by a government agency having jurisdiction over the Party provided that the Party obtains protective arrangements satisfactory to the other Party, and, provided further, that the other Party may not unreasonably withhold approval of protective arrangements.
- 11.4 On termination of this Agreement for whatever reason, the recipient Party shall return to the disclosing Party (or, at the discretion of the disclosing Party, destroy) all copies of confidential information of the other Party which it has in its possession.

Article 12 / INTELLECTUAL PROPERTY RIGHTS

- 12.1 The intellectual property rights in respect of all goods (including - without limitation and in the broadest sense - products, services and software) used by the Parties in the context of this Agreement shall remain vested in the Party originating or which has acquired the same. Unless agreed otherwise in writing, nothing



in this Agreement shall confer or be deemed to confer on either Party any rights in or licence to use any intellectual property right of the other Party.

- 12.2 Parties shall not be entitled under the terms of this Agreement to use the brand names of the other Party's services and products or the other Party's trade name - e.g. as the supplier of these services and products - other than in necessary connection with any announcement of the establishment of this Agreement.
- 12.3 The Selling Party shall ensure that the use by the Purchasing Party of the Service shall not infringe any third party's property rights or intellectual property rights in respect of the goods mentioned in paragraph 12.1. If it is established, either by a court of law or by the parties involved, that the Purchasing Party infringes any intellectual property right belonging to a third party as a consequence of an act or an omission of the Selling Party, the Selling Party shall at its own expense and risk take such measures as to ensure that the infringement is lifted and that the Purchasing Party's use of the Service is not affected, and indemnify the Purchasing Party against any claims brought by such third parties always provided that the Purchasing Party gives the Selling Party prompt written notice of such claims and permits the Selling Party to conduct the defence of any such claim.

Article 13 / DURATION AND TERMINATION/RESCISSION

- 13.1 This Agreement shall become effective on the date it is signed by both Parties, and shall be entered into for a period of one (1) year.

This Agreement shall be automatically extended for subsequent periods of one (1) year unless it is terminated earlier pursuant to Item 13.2.

- 13.2 Each Party shall be entitled to terminate this Agreement with written notification the other Party at least sixty (60) days before the intended termination date. Before the effective termination date, each Party shall continue to fulfil its obligations set forth by this Agreement.
- 13.3 Obligations and provisions of each Party under the terms of this Agreement relating to confidentiality of information and dispute resolution shall survive the termination of this Agreement.

Article 14 / CONTACT PERSONS; NOTICES

- 14.1 Each Party has appointed a contract manager who shall act as its contact person for the other Party in matters relating to this Agreement. Initially, these contract managers are:

for CommSol : Eduard Suwandi
 Units A-C, 25/F., Seabright Plaza,
 No. 9-23 Shell Street, North Point, Hong Kong SAR
 Email: eduard@commsol.co.id

for BBT : Timbul Nainggolan
 Jln. Markisa No. Batam-Indonesia
 Email : timbul@bbt.co.id

- 14.2 Unless agreed otherwise in writing, all notices required or permitted to be given under this Agreement shall be in writing and addressed to the other Party's contract manager as referred to in paragraph 14.1 above.



14.3 Each Party may replace its own contract manager at any time by giving prior written notice in accordance with the provisions of this Article 14.

Article 15 / GOVERNING LAW; DISPUTES

15.1 This Agreement shall be governed by the laws of Indonesia.

15.2 Any dispute concerning the implementation or interpretation of this Agreement that cannot be settled amicably between the parties shall be submitted to the court of law having jurisdiction in Indonesia.

Article 16 / FINAL PROVISIONS

16.1 This Agreement shall not be released, discharged, amended or modified in any manner, except by an instrument in writing signed by duly authorised representatives of each of the Parties.

16.2 Neither Party may assign this agreement to any third Party, in whole or in part, without the prior written consent of the other Party.

16.3 Destination and Tariffs are annexed to this Agreement and shall be non-separated parts of this agreement.

16.4 All agreements, covenants and undertakings hereunder made and assumed by the Parties hereto are subject to the obtaining and continuance of all necessary governmental licenses, consents, permits, authorisations and approvals. Each Party shall use its best endeavours to obtain and have continued in effect such licenses, consents, permits, authorisations and approvals.

For CommSol Co. Ltd.



Eduard Suwandi

Date: 12/12/2018

For "BBT"

A handwritten signature in blue ink.

Sujatim Abdurachman Habibie

Date: 12 dec 2018



ANNEX 1 SERVICE DESTINATIONS AND TARIFFS

This Annex describes the destinations and tariffs of the Services provided by the Selling Party. This annex forms part of the Agreement between "BBT" and CommSol.

The Parties may from time to time agree to add or delete Service destinations. The tariffs may be amended from time to time by the Selling Party by providing the Purchasing Party with seven days (7) prior written notice.

Prices and destinations of the CommSol Service to BBT

Country	Destination	Country - City	Rate (USD)
		Code	
Argentina	Argentina ALL	54/549	\$ 0,1015
Australia	Australia Fixed	61	\$ 0,0126
	Australia Mobile	614/6116	\$ 0,0350
	Australia Mobile Satelite	6114	
Austria	Austria Fixed	43	\$ 0,0854
	Austria Mobile	434/436	\$ 0,1666
Belgia	Belgia Fixed	32	\$ 0,0665
	Belgia Mobile	321/324/327/328	\$ 0,3600
Brunei	Brunei ALL	673	\$ 0,0315
China	China ALL	86	\$ 0,0091
Denmark	Denmark Fixed	45	\$ 0,0140
	Denmark Mobile	452/453/454	\$ 0,0196
Egypt	Egypt ALL	20	\$ 0,0910
Finlandia	Finlandia ALL	358	\$ 0,3070
France	France Fixed	33	\$ 0,0245
	France Mobile	336	\$ 0,0854
Germany	Germany Fixed	49	\$ 0,0126
	Germany Mobile	491	\$ 0,0266
Hongkong	Hongkong ALL	852	\$ 0,0238
India	India ALL	91	\$ 0,0154
Ireland	Ireland ALL	353	\$ 0,0385
Italia	Italia Fixed	39	\$ 0,0385
	Italia Mobile	393	\$ 0,2250
Japan	Japan Fixed	81	\$ 0,0175
		817	\$ 0,0380
	Japan Mobile	818	\$ 0,0380
		819	\$ 0,0380
South Korea	South Korea ALL	82	\$ 0,0224
Macao	Macao ALL	853	\$ 0,0665
Malaysia	Malaysia ALL	60	\$ 0,0126
Netherland	Netherland Fixed	31	\$ 0,0196
	Netherland Mobile	316	\$ 0,2000



New Zealand	New Zealand Fixed	64	\$ 0,0175
	New Zealand Mobile	642	\$ 0,0350
Norway	Norway Fixed	47	\$ 0,0196
	Norway Mobile	474/479	\$ 0,0480
Philipines	Philipines Fixed	63	\$ 0,0850
	Philipines Mobile	639	\$ 0,1100
Saudi Arabia	Saudi Arabia ALL	966	\$ 0,0990
Singapore	Singapore ALL	65	\$ 0,0143
Sweden	Sweden ALL	46	\$ 0,0196
Switzerland	Switzerland Fixed	41	\$ 0,0294
	Switzerland Mobile	417	\$ 0,3430
Taiwan	Taiwan Fixed	886	\$ 0,0168
	Taiwan Mobile	8869	\$ 0,0790
Thailand	Thailand ALL	66	\$ 0,0245
United Kingdom	United Kingdom Fixed	44	\$ 0,0385
	United Kingdom Mobile	449	\$ 0,1960
Uni Arab Emirate	Uni Arab Emirate ALL	971	\$ 0,1300
Rusia	Rusia ALL	7	\$ 0,1900
USA	Fixed 48 States	1	\$ 0,0070
	Fixed Alaska	1907	\$ 0,0305
	Fixed Hawaii	1808	\$ 0,0070

