

SUBSCRIBER AGREEMENT: PART I

1. COMMENCEMENT AND DURATION

- (a) The execution of the Subscriber's Registration Form (here in after referred to as form by the Subscriber shall be deemed to be sufficient execution of this Agreement ("the Agreement"). The Agreement shall come into effect from the date of activation/provision of the service and shall subsist thereafter for a Minimum Term of 6 months ("Minimum Term").
- (b) After the Minimum Term, this Agreement shall subsist continue from year to year except and until determined in the manner specified in Clauses 8 and 9 hereof. In particular, neither party shall have the right under Clause 8 (c) to terminate this Agreement during the Minimum Term and in the event of any such purported termination, Multi-Links Telecommunications Limited ("Multi-Links") shall be entitled to liquidated damages.

2. PROVISION OF SERVICE

- (a) Subject to the conditions hereof Multi-Links shall use all reasonable endeavours to provide, maintain and ensure the availability of the service to the Subscriber.
- (b) In the event that the Subscriber requests and Multi-Links at its absolute discretion provides any other Features ("Additional Features") which do not form part of the initial Subscribed Features, it shall be deemed that the Subscriber has agreed to Subscribe for the Additional Features.
- (c) The telephone line(s) and member(s) leased hereunder to the Subscriber ("The Service") shall at all times during the Subsistence of the Agreement, remain the property of Multi-Links and shall in particular unconditionally revert to Multi-Link's exclusive discretion.

3. MULTI-LINKS WARRANTIES

- Multi-Links represent and warrant that:
- (a) It shall provide the Service subject to the license ("the License") granted to Multi-Links by the Nigerian Communications Commission ("NCC") and Multi - Links shall use reasonable endeavours to make the Service available to the Subscriber at all times. The Service will be available within the actual range of the base stations which form part of the Network.
- (b) The availability and quality of the Service may be affected by factors outside Multi-Links control such as electricity outages or complete failure, physical obstructions, geographic, topographical, meteorological and other causes of radio interference or faults in other telecommunications networks to which the Network is connected.
- (c) It shall make all reasonable efforts to minimize the frequency and duration of suspension of Service for technical or operational reasons. The Customer will remain liable for all charges during the period of suspension unless Multi-Links in its discretion, decides otherwise.
- (d) Multi-Links shall provide to the Subscriber telephone handsets together with such accessories (collectively referred to as "the terminal equipment" which term shall include any other Multi-Links approved equipment) as may from time to time be specified by Multi-Links. The warranty and other terms in regard to the terminal equipment are as contained in Multi-Links warranty card.
- (e) It reserves the right and discretion with or without notice to the Subscriber to vary at any time the charges and/or tariffs payable by the Subscriber for the Service, the billing cycle and the payment terms thereof.
- (f) It reserves the right, at any and all times prior to the provision of the Service (and/or the execution of this Agreement) and throughout the duration of this Agreement, to demand for and/or check the credentials of the Subscriber including the Subscriber's financial standing and to employ or avail the services of any person or agency for such purposes.
- (g) Any waiver, concession or extra time allowed or granted by Multi-Links to the Subscriber is limited to the particular circumstance under which it was so given and the same may be withdrawn at any time of Multi-Links discretion and generally shall not in any way affect Multi-Links' right under this Agreement.

4. SUBSCRIBERS WARRANTIES AND OBLIGATIONS

- The Subscriber hereby expressly agrees:
- (a) To pay Multi-Links a non-refundable Activation Fee and a pre-payment for the tariffs and charges hereunder, in such sum as Multi-Links shall from time to time specify. The payment of the Initial Charges specified in Form shall constitute inter alia conditions precedent to the provision of the Service.
- (b) To make payments for the Service on the following basis:
- i Payment for the full amount payable under the billing statement will be due when Multi-Links raises the billing statement on the Subscriber. The Subscriber shall be liable for all charges and tariffs pertaining to the Telephone line(s) consequent upon the use of the Service whether or not the Service was used by the Subscriber.
- ii Payment will be made on or before the due date mentioned in the billing statement failing which and notwithstanding any other provision hereof, Multi-Links shall be entitled at its sole discretion to discontinue or disconnect the Service without notice.
- iii The Subscriber shall deposit with Multi-Links such sum as Multi-Links shall from time to time specify as security for the Service. Multi-Links may use the security deposit to indemnify itself against any losses, costs, damages, expenses or liability which Multi-Links may suffer or incur as a result of any breach of this agreement by the Subscriber.
- iv Multi-Links shall require the Subscriber to make pre-payment in order to meet monthly minimum exposure limits which shall be set by Multi-Links from time to time failing which Multi-Links shall be entitled notwithstanding any other provision hereof to suspend and/or terminate the Service.
- v Multi-Links shall be entitled to automatically appropriate payments made by the Subscriber towards any pending charges outstanding as billed and, at Multi-Links exclusive discretion to set-off any sums whatsoever due to the Subscriber from Multi-Links against any outstanding and due payments hereof and in such order as Multi-Links may determine.
- vi In the event that the Subscriber disputes the entire bill amount or any part thereof for any month, it shall serve Multi-Links with notice of such dispute within 15 days from the date of issue of the bill, failing which it shall be deemed to have waived its right of protest. In the event of any such dispute, the parties hereof shall meet and resolve the same.
- vii Without prejudice to clause 4(b) (iv), the Subscriber shall pay all charges under this Agreement as and when due, including the full value of any bill disputed by it. For the avoidance of doubt, the Subscriber shall have no right to withhold settlement of any bill on account of dispute on the amount or any part thereof, it being understood that any disputed amount or any part thereof shall be credited to the Subscriber's account with Multi-Links and applied in the settlement of future bills and outstanding payments, if the dispute is resolved in favour of the Subscriber.
- viii Payment shall be made in such form or mode and at such designated places and/or banks as Multi-Links shall from time to time specify. Notwithstanding the generality of the

foregoing and except as otherwise specified by Multi-Links, the Subscriber shall make all payments hereunder to the Multi-Links nominated Banks.

- ix The Subscriber shall be liable to pay for the Service provided even if he does not receive the bills. It will be the Subscriber's responsibility to make inquiries in case of non-receipt of bills.
- x Bills amounts payable by the Subscriber are inclusive of taxes, duties fees or levies payable in respect of the Service, the equipment, facilities, and installation, possession use or maintenance of the Service or the Terminal Equipment unless expressly hereunder stated to the contrary. The particulars of the taxes, duties, fee and/or levies shall specified on the Subscriber's billing statement and shall be borne at all times by the Subscribers.
- (c) Not to use the Subscriber equipment at any other location other than the location specified (for fixed wireless only) without prior written consent of Multi-Links and payment of any stipulated charges.
- (d) Only to use the Terminal Equipment approved by Multi-Links and provided by Network and to provide Multi-Links with all necessary assistance and information in regard to the Equipment.
- (e) Except otherwise approved in writing by Multi-Links, not to use the Service as a public pay phone.
- (f) Not to use or cause or allow others to use the Service for any improper, immoral or unlawful purpose including but not limited to the use in a manner which may affect or jeopardise or impair the operation of the network and/or the Service.
- (g) Not to act or omit to act in any way which injure or damage any persons (whether or not employees, agents or representatives of Multi-Links), property or the system whatsoever or cause the quality of the Service to be impaired.
- (h) To inform Multi-Links immediately and confirm the same in writing in the event of any complaints with regard to the Service or if the Terminal Equipment is damaged or stolen.
- (i) The Subscriber shall remain liable to pay all usual and normal charges during any period of suspension including but not limited to the repair or replacement period of any Terminal Equipment.
- (j) To comply with inter alia all applicable laws, rules and regulations, licensing arrangements regarding the use of the Service and/or procurement of the Terminal Equipment and to further comply with any instructions or directives which may be issued from time to time by the Government, the telecommunications industry regulatory authorities and/or Multi-Links in regard to the Subscriber's access to and use of the Service.
- (k) To inform Multi-Links in writing of any changes in the billing address. Multi-Links accepts no liability for inaccurate address.
- (l) To pay all the costs of collection of dues; legal expenses amongst others with interest, should it become necessary to refer the matter to any legal or arbitral process or commission a collection Agency or a Solicitor.
- (m) At all times to maintain and comply with all its obligations hereunder notwithstanding any dispute or defect whatsoever and whatsoever in regard to the Terminal Equipment.
- (n) To indemnify and hold Multi-Links harmless against any breach and/or default of the Subscriber's obligation hereunder or any other acts of omission or commission by the Subscriber or its agents and/or representatives and any consequences arising therefrom or in respect thereof.
- (o) Where the Subscriber is a Limited Liability Company, a Sole Proprietorship or Partnership, to inform Multi-Links at all times of any change in its business including but not limited to ownership restructures and/or reorganization and it is hereby agreed and understood that Multi-Links reserves the right to terminate this Agreement and withdraw the Service if any ownership restructure and/or reorganization of the Subscriber is determined at Multi-Links discretion to amount to an assignment of the Service contrary to Clause 7(a).

5. EXCLUSION OF OTHER WARRANTIES

Multi-Links make no representation or warranty other those expressly set forth in this Agreement and expressly disclaims all other warranties, express or implied, including but not limited to any implied warranty of merchantability of fitness for a particular purpose.

6. EXCLUSION OF LIABILITIES

Multi-Links shall not be liable to the Subscriber or any third party for any loss, cost or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Service, its use, application or otherwise. Multi-Links expressly excludes liability to the Subscriber or any third party for any indirect contingent or consequential loss, damage or for loss of profit, business, revenue, goodwill, opportunities or anticipated savings. In the event that any exclusion contained in this Agreement shall be held in law to be invalid for any reason and Multi-Links becomes liable for loss or damage that it may otherwise not have been responsible, such liability shall be limited to the costs of the service actually paid for by the Subscriber to Multi-Links during the relevant period. The Subscriber shall indemnify, and save harmless and defend Multi-Links, at the Subscriber's own cost, from and against all claims arising out of and as a result of breach of this agreement by a third party and from all taxes, duties, levies or charges.

7. ASSIGNMENT

This agreement shall not be assigned howsoever by the Subscriber to any other party except with Multi-Links prior written consent and the Subscriber agrees that:

- (a) This provision prohibits the sale, lease, loan or transfer in whole or in part howsoever of the Service and/or the Terminal Equipment to any third party without such prior written consent of Multi-Links.
- (b) The identity of the payer of any charges and tariffs due Multi-Links under this Agreement shall be deemed not, of itself, to imply the acceptance by Multi-Links that any of the obligations on the part of the Subscriber herein contained have been assigned, transferred or modified to any extent.

8. TERMINATION

- (a) In the event that the Government or any of its authorized agencies, or the telecommunications industry regulatory authorities suspends, terminates, nationalizes, withdraws or takes over the Licenses or the Service temporarily or otherwise or the licensing arrangements expire, terminate or render the operation of the system unlawful, Multi-Links shall have the right, at its discretion to terminate this Agreement without notice.
- (b) Multi-Links may at any time summarily terminate this Agreement without any notice to the Subscriber.
- i If the Subscriber is in breach howsoever of any of the provisions of Clauses 4(b)(iv), 4(d), (e), 4(i), and 7(a).
- ii If any sum due to Multi-Links under this Agreement remains unpaid after 90 days of same becoming due.
- iii If any Subscriber makes fundamental misrepresentation to Multi-Links pursuant to which the serve has been provided. Upon the termination hereof, Multi-Links shall be entitled to keep and utilize the security deposit made by the Subscriber in addition to any other actions Multi-Links may deem fit to take.

- (c) Either party shall have the right to terminate the Agreement without giving any reasons thereof (whether with or without cause) by giving 60 days prior notice in writing.
- (d) Without prejudice to Clause 8(c) either party may terminate this Agreement at any time by 30 days notice to the other in any of the following circumstances.
- i Subject to clause 8(a) if the other party commits breach of the terms of this Agreement capable of being remedied and has failed to remedy the breach within 14 days of that other party being notified of such breach by the party seeking to terminate.
- ii If the other party is declared insolvent or bankrupt or is liquidated or it being a firm is dissolved.
- iii If a Trustee or Receiver is appointed to take over the assets of the other party.
- iv If the Government or Authority requires any provision of this Agreement to be revised in such a way as to cause significant adverse consequences to any of the parties.
- v The conditions or consequences of force Majeure continue for such length of time that further performance of the Agreement would be commercially frustrated.

9. SUSPENSION OF THE SERVICES

- Subject to the provisions of this Agreement, Multi-Links may at any time without incurring any liability whatsoever suspend the Service or any part thereof and/or disconnect any Terminal Equipment from the System or Network in all or any of the following circumstances:-
- (a) In the event that the Terminal Equipment infringes or is alleged to infringe the intellectual property of a third party.
- (b) In the event of technical or operational failure or modification or maintenance of the System.
- (c) In the event that the quality of the Service or the operation of the System may be or are impaired, or otherwise adversely affected, by any act or omission of the Subscriber.
- (d) If the Subscriber requests, in writing for a temporary suspension of service for an aggregate or total period not exceeding 3 months in any calendar year.
- (e) If any sums for which the Subscriber shall be liable under the Agreement shall be due but unpaid or if the Subscriber shall be in breach of any term of this Agreement otherwise than relating to payment in that event, Multi-Links shall be entitled to charge and the Subscriber shall inter alia pay a re-connection fee for the re-provision of the Service. Multi-Links shall re-provide the Service only after it has realized the re-connection fee and all outstanding payments due as at the date of the Service suspension.

10. VALIDITY AND GOVERNING LAW

- (a) If any words or provisions of this Agreement shall be declared to be invalid for any reason then this Agreement shall be read as if the invalid provisions had to that extent been deleted therefrom and the validity of the remaining provisions of this Agreement shall not be affected thereby.
- (b) The Agreement shall be governed, interpreted, construed and shall take effect in accordance with the laws of the Federal Republic of Nigeria for the time being in force. The terms and conditions hereof shall specifically be subject to the telecommunications laws, enactment, rules and regulations for the time being in force and also any Government regulations issued from time to time and binding on the parties.
- © If any uncomplicated dispute or difference shall arise between Multi-Links and the Subscriber concerning their respective obligations, duties and liabilities under the Agreement or the provisions hereof the matter in dispute shall be determined by an arbitrator mutually appointed by the parties in accordance with the provisions of the licence and the laws and regulations governing the provision of the Service and arbitral proceedings generally.
- (d) The Parties hereto agree at all times and in all cases to submit to the jurisdiction of the Lagos State High Court and/or the Lagos Judicial Division of the Federal High Court of Nigeria.

11. VARIATION

Multi-Links shall have the right at any time upon giving notice to the Subscriber as may be practicable to make amendments, modifications, or variations to the system or the service which are either of a minor nature or reasonably considered by Multi-Links to be appropriate for the competitive provision or improvement of the system or the service or in order to comply with Licensing Arrangements or any legislation relevant to the provision of the System of the Service PROVIDED that such changes, amendments, modifications or variations may take effect immediately or from such later date as Multi-Links may specify.

12. FORCE MAJEURE

A party to this Agreement shall not be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure (which shall not in any circumstance include payment of any amount due hereunder from the Subscriber to Multi-Links), namely, circumstance beyond the control of that party which shall include (but not be limited to) Acts of God, war (whether declared or not), perils of the sea or air, fire flood, drought, explosion, sabotage, riot, accident, civil or military commotion or unrest, curfews, controls, restrictions, prohibitions or other acts or omissions of local or national government and parliamentary or legislative authority, (including any requirement connected with licensing arrangements) instruction from governmental security, agencies, judicial injunctions or orders, breakdown of equipment, suspension of license, labour or industrial disputes of whatever nature or kind including strikes, lockouts, work to rule, overtime bans (whether or not involving Multi-Links and/or the Subscriber employees), the act of omission or commission by any telecommunications operator whose system is interconnected with Multi-Links System for the effective provision of the Service, act or default of any supplier, agent, or sub-contractor, inability to procure materials or equipment required to provide services, physical obstacles or atmospheric conditions, and any other circumstances or cause beyond the control of either party.

13. MISCELLANEOUS

- (a) This Agreement with form constitute the entire agreement of the parties and supercedes any previous representation, undertaking or Agreement, oral or written, made by either party hereof in regard to the subject matter hereof.
- (b) All notices required or permitted to be given pursuant to this Agreement shall be in writing to the recipient at its address specified in Form.
- (c) Any delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof.