

د افغانستان اسلامي امارت

د امارتي شرکتونو لوی ریاست
د افغان تيلي کام مخابراتي امارتي شرکت لوی ریاست
د مالی او اداري معاونیت
د تدارکاتو ریاست
د پیرو دلو آمریت
د اجناسو او خدماتو پیرو دلو مدیریت

(موضوع : ترجمه قرارداد عقد شده با شرکت نت زون)

{3242}

شماره درخواست نرخدهی:

{ 1446/10/7 }

تاریخ صدور درخواست نرخدهی به قمری:

{1404/1/16}

تاریخ صدور درخواست نرخدهی به شمسی:

جنس فوق ضرورت : ریاست حقوقی

تاریخ ترتیب استعلام : (7 / 10 / 1446)

- (1) اداره {نام اداره تدارکاتی را درج کنید} تخصیص بودجه لازم برای تدارک اجناس/ خدمات غیر مشورتی مندرج این درخواست را دارد.
- (2) آفر سربسته شما الی {تاریخ و وقت را درج کنید} یا قبل از آن به دفتر {مدیریت خریداری امریت تهیه و تدارکات شرکت افغان تیلیکام} تسلیم داده شود.
- (3) آفر ها نیکه بعد از میعاد تسلیمی ارائه گردند، بدون اینکه باز شود مسترد می گردد. پاکت حاوی آفر باید به صورت واضح عبارت نرخ برای {نام اجناس / خدمات غیر مشورتی را درج کنید} نشانی شده باشد.
- (4) آفر ارائه شده در آفرها باید الی مدت (30) روز تقویمی سر از تاریخ ختم میعاد تسلیمی آفرها اعتبار داشته باشد.
- (5) در صورت تغییر در مقدار نیازمندی، اداره می تواند مقدار نیازمندی تقاضا شده را الی (25) فیصد زیاد و یا کم نماید، مشروط به اینکه قیمت مجموعی آن از حدود صلاحیت پولی برای درخواست نرخ گیری تجاوز ننماید.
- (6) ترجیح داخلی مطابق حکم چهارم طرز العمل تدارکات قابل اجرا است. {مورد ترجیح داخلی و فیصدی آنرا درج نمائید}.
- (7) آفر گشائی در محضر عام حتمی نبوده و فرمایش دهنده مکلف به قبول نازلترین نرخ نمی باشد. در صورت رد هر یک یا تمام آفرها فرمایش دهنده کدام مسئولیت در قبال داوطلب تهیه/ ارائه کننده ندارد.
- (8) آفر دهنده اسناد ذیل را با آفر خویش ضمیمه می نماید:
 - 1- جواز تجارتي/ فعاليت/ کار قابل اعتبار؛
 - 2- نمبر تشخیصیه مالییه؛
 - 3- اجازه نامه تولید کننده (در صورت لزوم).
 - 4-
- (9) سند نرخ گیری تکمیل و توسط شخص با صلاحیت یا نماینده تهیه/ ارائه کننده در هر صفحه مهر امضاء شده باشد. نام کارمند صادر کننده درخواست نرخ گیری:

امضاء هیئت

امضاء هیئت

امضاء هیئت

جدول اقلام و قیمت ها

شماره	اسم و تشریح با مشخصات تخنیکي اقلام	واحد	مقدار	قیمت فی واحد به افغانی	قیمت مجموعی به افغانی
1	ترجمه قرارداد شرکت نت زون (انگلیسی به دری)	ورق	17		
نوت:					
<p>✓ په هره تدارکاتی پروسه کی چی یو شرکت د اړونده نرخ اخیستنې استعمال مطابق د اجناسو، خدماتو او ساختمانی چارو د تهیه او ترسره کولو لپاره ګټونکی وېل شې او قیمت یې له (100000) سل زره افغانیو څخه لوړ وی مخکې له دی چی د پرنده کی اطلاعیه ترلاسه کړی باید له مجموعی قیمت څخه 10% لس فیصده د تضمین په ډول د افغان تیلي کام مخابراتی امارتی شرکت بانکی حساب ته جمع او اصلی اویز یی د مالی محترم ریاست له تصدیق څخه وروسته د تهیه او تدارکاتو ریاست پیروډلو آمریت ته تسلیم کړی.</p> <p>✓ که چیرته کوم ګټونکی شرکت دلس فیصده تضمین له ورکولو څخه انکار وکړی شرکت به یی د افغان تیلي کام مخابراتی امارتی شرکت په تورلیست کی ثبت کیږی او د یوکل لپاره به د افغان تیلي کام مخابراتی امارتی شرکت دخوش خرید له لاری په تدارکاتی پروسوکی ګډون نه شی کولای.</p> <p>✓ که چیرته د ګټونکی شرکت لخوا غوښتل شوی اجناس/خدمات په وخت سره تهیه او اماده نه شی یعنی شرکت ونه توانیږی چی اجناس/خدمات/ساختمانی چاری تهیه او ترسره کړی دنه تهیه کولو په صورت کی به د شرکت تضمین دیوکل په پار افغان تیلي کام مخابراتی امارتی شرکت سره پاتی وی او شرکت به یی په تورلیست کی شاملیږی یوکل وروسته به یی بیرته تضمین شرکت ته سپارل کیږی.</p> <p>✓ پورته ذکرشوی پریکړی د شاروالی جواز لرونکو لپاره د تطبیق وړ نه دی.</p>					
مجموع قیمت به ارقام بشمول مالیات: عدد					
مجموع قیمت به حروف بشمول مالیات:					
مجموع مبلغ مالیات به ارقام و حروف:					
مجموع قیمت به ارقام بدون مالیات: عدد (قابل پرداخت)					
مجموع قیمت به حروف بدون مالیات (قابل پرداخت)					
مدت ضمانت (ورانتی/ گرننتی) بعد از تاریخ اكمال:					
مشخصات ضم پیشنهاد می باشد:					

مشخصات تخنیکي اجناس

شماره	اقلام	مشخصات
آدرس مشخص شرکت:		
ایمیل آدرس شرکت:		

شماره	اقلام	مشخصات
	<p>اسم تهیه/ ارائه کننده:</p> <p>اسم شخص یا نماینده با صلاحیت تهیه/ ارائه کننده:</p> <p>امضای شخص یا نماینده تهیه/ ارائه کننده:</p> <p>تاریخ:</p> <p>شماره تلفون حتمی:</p>	<p>مهر تهیه/ ارائه کننده</p>

یادداشت: فرمایش گیرنده کاپی رهنمود، ساخت و مدل، بروشور و یا فهرست تجهیزات یا خدماتی را که اكمال می نماید ضمیمه نماید. معلومات فوق جهت ارزیابی مؤثر آفرها استفاده می گردد.

شرایط تدارک و پرداخت

شرایط ذیل صرف با موافقه تحریری فرمایش دهنده قابل تغییر می باشد.

- (1) تهیه کننده مکلف به پرداخت تأمینات و تضمینات می باشد، تأمینات از سر جمع پول 5 الی 15 فیصد اخذ میگردد و بعد از تکمیل و رانتهی به اکانت شرکت انتقال میگردد.
- (2) بعد از اكمال خدمات غیر مشورتی/ تهیه اجناس، تهیه/ ارائه کننده باید نسخه اصلی و (2) کاپی بل (Invoice) را به فرمایش دهنده تسلیم نماید؛
- (3) پرداخت توسط فرمایش دهنده، طی مدت (30) روز کاری درمقابل مقدار واقعی اجناس/خدمات غیر مشورتی تهیه شده صورت می گیرد.
- (4) فرمایش دهنده میتواند در حالات ذیل با ارسال اطلاعیه کتبی به تهیه/ ارائه کننده، امر خریداری را کاملاً یا قسماً فسخ نماید:
 - 1- تهیه/ ارائه کننده موفق به تحویل بخش یا تمام اجناس در ظرف مدت معینه در امر خریداری نشود؛
 - 2- تهیه/ ارائه کننده موفق به اجرای مکلفیت های دیگر تحت امر خریداری نشود.
 - 3- هرگاه در اجناس اكمال شده یا خدمات ارائه شده نواقص و یا کاستی ها مشاهده گردد، تهیه/ ارائه کننده مکلف به رفع نواقص و کاستی ها در مدت (3) روز کاری بعد از دریافت اطلاعیه در مورد می باشد، در غیر آن فرمایش دهنده می تواند امر خریداری را فسخ نماید.
 - 4- هرگاه تهیه/ ارائه کننده، در جریان داوطلبی و یا حین اجرای وظایف محوله تحت امر خریداری اقدام به فساد و تقلب نموده باشد.
 - (5) هرگاه در درخواست نرخ گیری میعاد ضمانت (وارنتی/ گرنتی) تصریح گردیده باشد، تهیه/ ارائه کننده مکلف به تعویض در طول مدت معینه می باشد.

اصلاح اشتباهات محاسباتی

- (1) اشتباهات محاسباتی طور ذیل تصحیح می گردد:

- 1- در صورت تفاوت میان مبلغ به ارقام و حروف، مبلغ به حروف قابل اعتبار می باشد؛
- 2- در صورتیکه تفاوت میان قیمت فی واحد و قیمت مجموعی وجود داشته باشد، قیمت فی واحد برای ارزیابی قیمت ها و ترتیب امر خریداری قابل اعتبار می باشد؛
- 3- در صورت موجودیت تفاوت میان نرخ فی واحد و قیمت مجموعی (حاصل ضرب مقدار در نرخ فی واحد)، نرخ فی واحد قابل اعتبار می باشد، هرگاه از نظر فرمایش دهنده اشتباه در نقاط اعشاری در قیمت فی واحد برجسته باشد، در این صورت قیمت مجموعی اقلام طوریکه نرخ داده شده است قابل اعتبار بوده و قیمت فی واحد باید اصلاح شود.
- 4- فرمایش دهنده مطابق مندرجات فوق اشتباهات محاسبوی را اصلاح و بعد از اخذ موافقه کتبی داوطلب در قیمت مجموعی آفر محاسبه می نماید.
- 5- داوطلب مکلف به پذیرش اشتباهات محاسبوی در آفر خویش می باشد. در صورت عدم پذیرش اشتباهات محاسبوی توسط داوطلب، آفر وی رد می گردد.





ISLAMIC REPUBLIC OF AFGHANISTAN

Ministry of Communication and Information Technology

Afghan Telecom and Net Zone Telecom, Internet Services Provider ISP

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (hereinafter, "Agreement") is made this 11/2/2016 (hereinafter, the 'Effective Date') between the Afghan Telecom Company, the incumbent telecommunication provider within the Islamic Republic of Afghanistan (hereinafter, "Afghan Telecom"), and Net Zone Telecom - Internet Services Provider ISP, a diversified telecommunications service provider operating in Afghanistan (hereinafter, "Net Zone Telecom - Internet Services Provider ISP")

The parties to this Agreement may be referred to individually as 'Party', or collectively as 'Parties', hereto.

WHEREAS,

1. Afghan Telecom Company is the incumbent telecom operator in Afghanistan providing a diversified offering of telecommunications services, including but not excluded the local, International Exchange, Backhaul, and Transmission Services;
2. Net Zone Telecom - Internet Services Provider ISP is a Telecommunication Information Technology Service Provider legally operating in Afghanistan)

The Parties have entered into this Agreement to leverage their respective assets, competencies, and capabilities for their mutual benefit by providing Broadband Services through DSL capabilities of Afghan Telecom infrastructure here at Kabul. Presently Afghan Telecom has more than 120 K capacity of fixed line network which includes 26 K capacity of DSL as well. In other than Kabul wherever Afghan telecom has got fixed Network parties have to enter into agreement to leverage their respective assets, competencies, and capabilities for their mutual benefit by providing Broadband Services through DSL capabilities of DSL technologies to wire line customers located throughout Afghanistan and with access to Afghan Telecom's existing Local Exchange network for these services.

Therefore, the parties hereby agree as follows:

1. Scope of the Obligations:



A. Generally. The Parties agree to respectively provide such assets resources, and services as are necessary to provision high-quality, commercially successful, technologically-viable broadband DSL services (hereinafter, 'Services') to consumers (hereinafter, Users') in Afghanistan pursuant to the terms and conditions set forth herein.

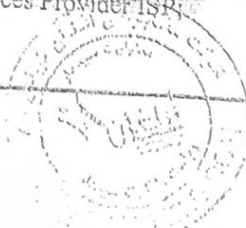
B. The Obligations of Afghan Telecom Company:

The Afghan Telecom Company should provide the following contribution to the Services:

- i. Internet Connectivity. Afghan Telecom Company would provide the connectivity to the Internet User on all of its Local Exchanges, including and wherever it is possible, with the fiber optics network and the Afghan Telecom Company will be bind to pay the charges for its International link provider.
- ii. Telecommunications Lines. Afghan Telecom will be urged to provide and maintain the physical lines and associated equipment extending from its local exchange to the customer premises at its cost, and upon terms and conditions agreed by user and for such fees which are determined between Afghan Telecom and customers. Afghan Telecom will not charge Users any separate or additional fees or charges for Users to utilize such lines for purposes of accessing and using the services.
- iii. Infrastructure and Services. Afghan Telecom will provide at no cost bind to Net Zone Telecom - Internet Services Provider ISP the hosting of all equipment related to the provision of the Services by Net Zone Telecom - Internet Services Provider ISP
- iv. Servicing of Telecommunications Lines. Afghan Telecom will provide at no cost bind to, and as necessary and appropriate under the supervision and training of Net Zone Telecom - Internet Services Provider ISP, the patching of subscriber lines to the DSL capabilities and including Dial-up other related equipment;
- v. Afghan Telecom Corporation will provide additional lines when Net Zone Telecom reaches the limit of the capacity indicated in this contract.
- vi. Afghan Telecom will provide first chance to Net Zone Telecom to start service offering upon inauguration of new area (Sharak)
- vii. Monitoring, Management, and Remediation.
 1. Afghan Telecom will provide monitoring of its network elements and infrastructure associated with the provision of the all Telecommunications Services;
 2. Afghan Telecom would remediate faults or material degradation in the performance of its network elements and infrastructure associated with the provision of the Services on a tiered basis, with minor faults promptly (i.e., within 6 hours) and major faults being remedied in no event more than 24 hours after the initial occurrence of the fault; and
 3. Afghan Telecom should utilize personal effectively trained in the monitoring, management, and remediation of the faults within the Afghan Telecom network to prevent affecting venture Networks.
- viii. Access to Afghan Telecom Company Premises

1. Physical Access. Afghan Telecom should provide access to its facilities and premises in which any Net Zone Telecom - Internet Services Provider ISP equipment which is hosted or otherwise physically located. Such access shall be during the normal working day, but in case the emergency the access should be made available on a 7x24 basis in the event of any critical fault associated with a Net Zone Telecom - Internet Services Provider ISP responsibility which has resulted in the failure of the equipment or inability to provide the Services to its users. Net Zone Telecom - Internet Services Provider ISP will use all reasonable efforts to protect the Afghan Telecom's and Net Zone Telecom - Internet Services Provider ISP's technical infrastructure from security breaches by hackers and bandwidth abuses by Users pertaining to the Services.
 2. Remote Access. Afghan Telecom should provide to the Net Zone Telecom - Internet Services Provider ISP with remote access to its operations center (through such technology protocol elected by Afghan Telecom) for the purpose of enabling Net Zone Telecom - Internet Services Provider ISP to remotely view, monitor, manage, and remediate network elements pertaining to the Services which are the responsibility of Net Zone Telecom - Internet Services Provider ISP, including but not excluding the DSL capabilities and Dial-Up and other related Equipment.
- vii. Sales and Distribution. Afghan Telecom should make the Services available for sale through its own sales and distribution offices, as well as those of its representatives and agents.
- Afghan Telecom should promote the Services on a commensurate (or no less advantageous) basis with its other service and product offerings. Any commissions or fees due to sales agents or distributors in connection with the sale of Services shall be agreed upon with Net Zone Telecom - Internet Services Provider ISP mutually, and Afghan Telecom will be reimbursed for all such fee commissions which will be deductible from the Gross Revenue.
- C. The Obligations of Net Zone Telecom - Internet Services Provider ISP. Net Zone Telecom - Internet Services Provider ISP should provide the following in contribution to the Services:
- i. DSL capabilities and other related Equipment: Net Zone Telecom - Internet Services Provider ISP should provide at its cost all DSL capabilities and other equipment necessary to provide the Services which are physically-hosted in the local exchange, which shall be procured, installed, tested, and maintained by Net Zone Telecom - Internet Services Provider ISP Engineer. Net Zone Telecom - Internet Services Provider ISP should maintain any relationship with the vendors providing DSL capabilities and other Equipment, including for purpose of

- technical support, and other maintenance and warranty obligations. Net Zone Telecom - Internet Services Provider ISP would ensure that the consumer premises equipment (CPEs) meets international standards;
- ii. Customers Premises Equipment (CPEs): Net Zone Telecom - Internet Services Provider ISP should provide all CPEs necessary to provide the services, which should be evaluated, selected, procured, inventoried, and resold by Net Zone Telecom - Internet Services Provider ISP exclusively. Net Zone Telecom - Internet Services Provider ISP shall maintain any relationship with the vendors providing CPEs, including for purpose of technical support, and other maintenance and warranty obligations. Any revenues or fees related to the sale of CPEs by Net Zone Telecom - Internet Services Provider ISP to Users should accrue directly and exclusively to Net Zone Telecom - Internet Services Provider ISP;
 - iii. Maintenance and Support: Net Zone Telecom - Internet Services Provider ISP should provide at its cost all maintenance and support pertaining to the DSL capabilities and other Equipment, and CPEs including by its own personal, agents or affiliates;
 - iv. Monitoring, Management and Remediation: Net Zone Telecom - Internet Services Provider ISP would provide at its cost 7x24 monitoring, management, and remediation of the DSL capabilities and other Equipment and CPEs. Such activities should be conducted by Net Zone Telecom - Internet Services Provider ISP from its own premises or facilities;
 - v. Availability of Modems
 - vi. Installation of Modems
 - vii. DSL Service Sales
 - viii. After Sales Services (Call Center and Helpdesk)
 - ix. Maintenance of DSL Modems
 - x. Marketing of DSL, Repairing, Replacement of DSL Modems for End Users
 - xi. Provision of Sales Report to AFTEL Market and Finance Department on monthly basis
 - i. CPE Installation, Configuration, Remote and Physical Support: Net Zone Telecom - Internet Services Provider ISP would provide installation, configuration, remote and physical support of CPEs at Users' designated physical premises during the Working Days (which for purposes of this Agreement, includes Saturday through Thursday, excluding public holidays) between normal Working Hours (which for purposes of this Agreement, means between the hours of 9 am and 5 pm). Any revenues or fees related to the setup or installation of CPEs by Net Zone Telecom - Internet Services Provider ISP to Users should accrue directly and exclusively to Net Zone Telecom - Internet Services Provider ISP;

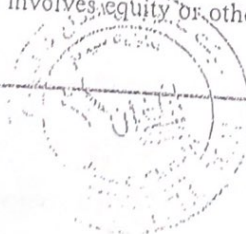




- ii. Billing Services: Net Zone Telecom - Internet Services Provider ISP should, at its cost, evaluate, select, procure, implement, operate, and maintain a billing platform pertaining to the provision of the Services. Up to ten (10) personal from Afghan Telecom shall have 'view-only' access to the billing platform, after mutual approval.
- iii. Advertising and Marketing: Net Zone Telecom - Internet Services Provider ISP would plan, create, procure, and manage all advertising and marketing-related initiatives pertaining to the Services, and the cost of such advertising and marketing material will be deductible from the Gross Revenue. The budget for such advertising and marketing should be agreed on mutually at the beginning of each quarter, and proper invoices and supporting documentation should be presented in order for such deduction from the Gross Revenues.
- iv. Market Offering: Net Zone Telecom - Internet Services Provider ISP should create market offerings premised upon the Services, including but not to tiered services/ tiered pricing offerings. Afghan Telecom should be consulted on such proposed market offerings by Net Zone Telecom - Internet Services Provider ISP, and should use all reasonable efforts to approve proposed market offerings, with any delays or rejections not the part of Afghan Telecom being permissible only upon valid and documented commercial or technical criteria.
- v. Sales and Distribution: Net Zone Telecom - Internet Services Provider ISP should make the Services available for sale through its own sales and distribution offices, as well as those of its representatives and agents. Any commissions or fees due to sales agents or distributors in connection with the sale of services should be agreed upon with Afghan Telecom, and Net Zone Telecom - Internet Services Provider ISP will be reimbursed for all such fees commissions which shall be deductible from the Gross Revenue.
- vi. Rollout Schedule: Net Zone Telecom - Internet Services Provider ISP would install and make available 240 DSL ports in each local exchange of Afghan Telecom in the large cities, and 96 ports in the other cities which have internet connectivity via Afghan Telecom's fiber network. Whenever 75 percent of the DSL port capacity is utilized within an individual local exchange, Net Zone Telecom - Internet Services Provider ISP would add additional port capacity into that local exchange sufficient to meet projected demand for the forthcoming quarter.
- vii. Net Zone Telecom is responsible to provide Shelter for DSL equipment where AfteI has no space.

D. Purpose of Agreement:

- i. The Parties do not intend to create any relationship to be interpreted as a new company or venture which involves equity or other forms of joint ownership;





- an agency relationship; a landlord-tenant relationship; or lesser-lessee relationship; or any other association except as specifically set forth herein.
- ii. Each of the Parties shall be solely responsible for their respective obligations related to taxes, fees, fines and penalties, none of which shall be joint and several as a result of this Agreement.
 - iii. Afghan Telecom should assume primary responsibility for all relations with the Government of Afghanistan, with the express objective of ensuring the ability of the Parties to provide the Services with minimal interference or intrusion, as well as to ensure the technical and commercial viability of the joint venture.

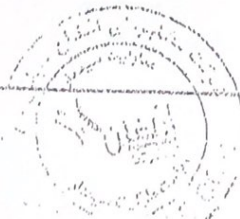
II. Licenses, Permits, Authorizations: The Services, and the activities and undertaking of the respective Parties as set forth herein, may be permissibly undertaken by each and both of the Parties without requiring any further licenses, permits, or authorizations. In the event that under the Applicable Law, if at any time, it is determined that any further license, permit, or other authorization is required to undertake the activities set forth herein, or to provide the Services, Afghan Telecom agrees to obtain such license, permit, or authorization under its current authority.

III. Financial Management; Revenue-Sharing:

A. Financial Management. The Parties should be compensated for their respective contributions and efforts related to the provisioning of the Services set forth herein as follows:

- i. Consolidated Account: Net Zone Telecom - Internet Services Provider ISP should manage a consolidated account pertaining to the provisioning of the Services. This consolidated account should reflect all revenues and expenditures realized by the Parties associated with the provisioning of the Services. Withdrawal of deposited money from consolidated account will be valid upon signature of both parties. Afghan Telecom should possess the right to inspect the consolidated account at any time during the Working Hours of any Working Day.
- ii. Accounting Standards: The consolidated account shall be managed by Net Zone Telecom - Internet Services Provider ISP in accordance with International Financial Reporting Standards (IFRS), the Applicable Law, and the following mutual agreements:

- 1. Gross Revenue: Gross Revenues shall include all fees realized from the provision of Services to Users. Gross Revenues shall be determined based upon the records from the Billing System.



توليف عولايه ماليه

2. Net Revenues: Net Revenues should be Gross Revenues, less the following permissible deductions:

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a. Internet Connectivity: Afghan Telecommunications shall be reimbursed for the direct cost of Internet connectivity it pays to its international backbone provider for such amount of connectivity to its local exchanges as is utilized to provide the Services; and

b. Advertising and Marketing: Net Zone Telecom - Internet Services Provider ISP and Afghan Telecom should be reimbursed for their direct cost in providing and procuring advertising and other marketing-related initiatives pertaining to the Services.

c. Sales Commissions: Net Zone Telecom - Internet Services Provider ISP and Afghan Telecom should be reimbursed for the direct sales commissions paid to distributors pertaining to the Services. All such expenses must be agreed upon in writing between Afghan Telecom and Net Zone Telecom - Internet Services Provider ISP prior to payments.

d. Discounts and Claims to Customers: All discounts for promotion sales or the amount of claims paid to Users for outage of Services which is reasonably justifiable and demonstrable may be deducted from the Gross Revenues.

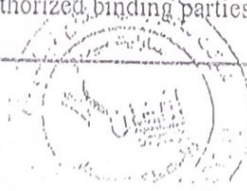
e. Bad Debt: Bad debt expenses associated with Users use of the Services shall be excluded from the calculation of Net Revenues.

f. Breakdown of Fiber Network: In the event of a breakdown of or fault in the Afghan Telecom network, and the network must utilize a VSAT link on an emergency basis, such VSAT link may be provided by either Party or the providing Party should be reimbursed for the actual cost associated with providing such emergency or alternative network services.

3. Other Expenditures. All other expenditures incurred by the Parties, either directly or indirectly, associated with the provision of the Services pursuant hereto shall be the sole and exclusive responsibility of such respective Party, with no right of contribution, reimbursement, or other offset against the consolidated accounts.

iii. Revenue-Sharing. The Parties should divide equally (i.e., 50 percent to Afghan Telecom Corporation; 50 percent to Net Zone Telecom - Internet Services Provider ISP in location where Net Zone Telecom uses its own equipment and share of 60 percent to Afghan Telecom Corporation; 40 percent to Net Zone Telecom - Internet Services Provider ISP in location where Net Zone Telecom uses Afghan Telecom Equipments). (The calculation of Net Revenues realized, and their subsequent distribution to the respective Parties should be made on a quarterly basis.)

iv. Opening Joint Account for deposit of DSL sales, deposited money should not be drawn out without signature of authorized binding parties



IV. Taxes and Other Government Levies: Each Party is solely responsible for the computation, billing, and collection of all applicable Taxes, or any other such levies, fees, or consideration payable by the Party to any applicable Governing Authority. Each Party is solely responsible for the timely and accurate remittance of those payments to such Governing Authorities.

V. Terms & Conditions

- A. Initial Term: This Agreement should have and Initial Term of ten (10) years commencing on the Effective Date, unless terminated prior thereto in accordance with the terms and conditions set forth herein.
- B. Renewal Term. This Agreement should automatically renew for a successive term of five (5) years thereafter unless one Party has affirmatively exercised their right to Early Termination, as set forth hereinafter, prior to expiration.

VI. Termination:

- A. Termination: This agreement should terminate or be terminated in any of the following ways during or at the conclusion of the Terms by giving a six (6) month termination notice by either Party:
 - i. Expiration: By its natural expiry at the end of the initial Term or Renewal Term;
 - ii. Breach: Upon breach of this Agreement by either of the parties. Upon the occurrence of a breach, the non-breaching party may, upon notice to the breaching Party, terminate this Agreement in its entirety or, depending upon the nature of the breach and pursue any other right or remedy under this Agreement. Termination of this Agreement is without prejudice to any other right or remedy of the Parties under this Agreement. Termination of this Agreement for any cause does not release either Party from any liability which, at the time of termination, has already accrued to the other Party, or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination; or
 - iii. Each Termination: By written agreement between the Parties during the Initial or Renewal Term (hereinafter, 'Early Termination'), as follows:
 1. Early Termination by Afghan Telecom. In the event that Afghan Telecom elects to terminate this Agreement prior to Expiration, then the Parties agree:

Afghan Telecom Exits DSL capabilities Business: If Afghan Telecom elects Early Termination, and to exit from the DSL capabilities business it should give six (6) months prior notice to Net Zone Telecom - Internet Services Provider ISP, then: (i) Afghan Telecom should continue to make available secure hosting space, reliable power, temperature controlled, and access, as set forth herein, to Net Zone Telecom - Internet Services Provider ISP for purposes of continuing to host the equipment and software necessary for Net Zone Telecom - Internet Services Provider ISP to provide the Services. Such hosting services shall be at commercially-reasonable rates, and in no event greater than comparable rates charged in similar international markets or 500.00\$ per

month per square-meter of space utilized by Net Zone Telecom - Internet Services Provider ISP, whichever is less; (ii) Afghan Telecom should continue to make available internet connectivity at its local exchanges to Net Zone Telecom - Internet Services Provider ISP for purpose of provisioning the Services with a level of service no less than Afghān Telecom's highest grade of service provided to other commercial customers. Afghan Telecom should provide such internet connectivity at its cost, plus a reasonable margin (which in no event shall be greater than the lowest margin which Afghan Telecom provides Internet connectivity to any other consumer or subscriber of similar services); and (iii) Afghan Telecom.

- i. Should continue to make available DSL capabilities connections to its subscribers through its local networks, but should not charge any installation, setup, availability or other fee to the User in excess of the basic set up fee applicable to all local exchange customers (regardless of whether such local connection is for voice, Dial-Up, or other purpose), and in no event should charge a fee in excess of internationally comparable rates but not more than the subscription charges for a new connection of telephone line.
Afghan Telecom shall not charge any extra monthly fee to its subscribers for either DSL capabilities or Dial-Up Services, other than, in addition to, or above the monthly charges already paid by such subscriber to Afghan Telecom.
2. Early Termination by Net Zone Telecom - Internet Services Provider ISP: Net Zone Telecom - Internet Services Provider ISP may select an Early termination of this Agreement by giving six (6) months prior notice to Afghan Telecom, in which case Net Zone Telecom - Internet Services Provider ISP shall be paid the cost of the equipment and related assets installed in Afghan Telecom exchanges, including the reasonable cost of services expended to install and deploy such equipment and related assets, less depreciation calculated at the rate of ten percent per annum from the installation date of such equipment or related assets. The consideration paid shall be cash. Any representations and warranties provided by Net Zone Telecom - Internet Service Provider ISP to Afghan Telecom pursuant to provide technical support on site and remotely for six (6) months at its actual cost plus a reasonable margin and will that Afghan Telecom will be provided upon mutually agreed terms and conditions.
3. Independent Appraiser. The Parties should endeavor to agree on the appointment of mutually-acceptable Independent Appraiser where such is applicable or required due to any event of Early Termination. The Independent Appraiser is required to prepare written valuation and give notice of the valuation to the Parties within 30 days of the matter being referred to the Independent Appraiser. The Independent Appraiser's decision shall be written, in the English language. The Independent Appraiser's decision should be final and binding on the Parties in the absence of manifest error or fraud.



VII. Representations and Warranties.

- A. Due Incorporation: Legal Authority. Early Party hereby represents and warrants to the other Party that it is a company duly organized, validly existing, and in good standing under the Applicable Law. Each Party further represents and warrants that it possess all requisite legal authority, including under the Applicable Law, to undertake the activities set forth herein, and to meet all terms and conditions hereof.
- B. Authority and Validity: Each of the Parties represents and warrants to the other that it has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement, and its consummation by each of the Parties, have been duly authorized by each of the governing bodies of the respective Parties and no other proceedings on the part of either Party (or any other legal, licensing, regulatory or administrative requirements) are necessary to authorize the Party's accession to the valid and binding obligation upon each of the respective Parties enforceable in accordance with the terms herein.
- C. No Conflict: No Default. Each Party hereby represents and warrants to the other Party that neither the execution, delivery, nor performance of this Agreement violates, or will result in a breach, of; (a) any Applicable Law, regulation, order, writ, injunction, decree, or determination by any governing authority within the Islamic Republic of Afghanistan; (b) Any of the terms, conditions, or provisions of the chartering authority, license, certificate of organization, bylaws, or other governing documents of the Party; or (c) Any material agreement or instrument to which the Party is or may be bound, or to which any of its material properties, assets, or businesses is subject. Neither Party has received any currently effective notice of default under any agreement that is required for it to perform under this Agreement.

Limitation on Warranties: Net Zone Telecom - Internet Services Provider ISP makes no warranties, express or implied, regarding the Services or, if applicable, any equipment, product, or other good service provided by Net Zone Telecom - Internet Services Provider ISP. Specifically, all implied warranties are disclaimed, including any warranties of merchantability, fitness for a particular purpose, use, or non-infringement. No one is authorized to make any warranty on Net Zone Telecom - Internet Services Provider ISP's behalf, and Afghan Telecom cannot rely on any statement of warranty. Afghan Telecom acknowledges that Net Zone Telecom - Internet Services Provider ISP is not the manufacturer of any equipment.

VIII. Network, Assets, and Operations:

- A. Ownership. All equipment and infrastructure, including real or other tangible property, owned or acquired by a respective Party for purposes of providing the Services set forth in this Agreement shall remain the property of such Party, and in no event shall any term or condition in this Agreement be interpreted to transfer any interest, right or ownership





in such property to the other Party, or otherwise create any lien, encumbrance, or other defect to the title in ownership of such property.

B. Modifications. Each of the Parties may, in its sole discretion, change or update the network elements within the scope of its responsibilities, as set forth above, including its operations, equipment, software, procedures, or services. However, each of the Parties shall notify and as necessary consult with the other prior to making any such changes in order to allow the other to appropriately respond and make corresponding changes. At all times, the Parties shall endeavor to not undertake changes which adversely affect the ability of the other Party to provide Services or otherwise perform its obligations hereunder, or to reasonably delay making such changes until the other Party has been able to make corresponding necessary and appropriate changes so as to not adversely affect its own operations or ability to contribute towards the Services.

C. Trade Name, Trade Marks, and Other Intellectual Property.

i. Designated Marks: The Services shall be known and marked as "Afghan Telecom Net Zone Telecom - Internet Services Provider ISP DSL" and "Afghan Telecom. Net Zone Telecom - Internet Services Provider ISP (hereinafter, 'Designated Marks'), a moniker which may be amended or changed by the Parties from time to time. This moniker, trade name, or any related mark, shall be jointly owned between the Parties, with no rights or royalties due to either Party.

Other Marks: Each of the Parties recognizes that the right, title, and interest for any other trade names, trademarks, monikers, service markets (hereinafter, 'Other Marks'), or other intellectual Property utilized by any individual Party, irrespective of whether such Other Marks or Intellectual Property are closely related or similar to the Designated Marks shall remain the property of respective Party. Each of the Parties may use the other Party's marks to the extent expressly permitted by the other Party (which shall not be unreasonable withheld), and only upon the other Party's prior written approval.

IX. DSL capabilities Users:

A. Relationship with Users. Net Zone Telecom - Internet Services Provider ISP would be the contracting party with all Users, including those acquired through Afghan Telecom or its agents or representatives, and will directly provide all billing, collection, customer service, and support necessary to provide the Services. All the bills and correspondence with Users should bear the Designated Marks.

B. Representations and Warranties to Users: Neither Party should make any representation, warranty, or covenant to any Users that would misrepresent or conflict with this



Agreement. Net Zone Telecom - Internet Services Provider ISP may provide written terms and conditions of service to Users.

- C. Sales through Representatives and Agents: The Parties may respectively sell Services through representatives or agents on equal terms and commission agreed upon by Afghan Telecom and Net Zone Telecom - Internet Services Provider ISP. Each party is responsible for their relationship with such representatives and agents, and such representatives and agents should be obligated to comply with the terms and conditions of this Agreement, including but not to sales procedures, provisioning procedures, terms and conditions for Users, or service manuals of Net Zone Telecom - Internet Services Provider ISP.

X. Personnel and Staff:

A. Generally. Each of the Parties will provide, at its sole expense, an adequate and properly trained staff (including, but not to, Afghan Telecom's representatives, agents and other contractors), to host, support, manage, and market the Services, and to receive, investigate, and verify all complaints from Users relating to Services. Afghan Telecom will report any trouble with respect to the Services to Net Zone Telecom - Internet Services Provider ISP only upon reasonable verification that the trouble is due to reasons other than elements or conditions within the reasonable control of Afghan Telecom.

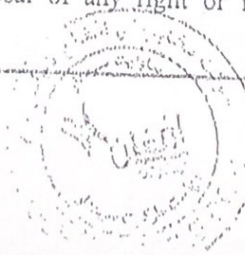
Not liability: The staff employed or contracted for by the Party to perform services for that Party are not employees or agents of the other Party, and each Party assumes full responsibility and liability for their acts and omissions, including compliance by its staff (including its representatives, agents and other contractors) with this Agreement and the Applicable Law.

XI. Compliance with Laws. Each Party will comply with all applicable national, provincial, or local laws, rules, regulations, and others that apply to it, its operations, the Services, and activities.

XII. Modification or Amendment. This Agreement may be modified or amended during its Term only by written agreement between the Parties.

XIII. Waiver. The failure of a Party to enforce the breach or alleged breach of any term or condition of this Agreement shall not constitute the waiver of the legal effect of such term or condition, or the waiver of the right or ability of such Party to enforce such term or condition, unless such waiver is made in written by the Party to the other Party.

XIV. Assignment or Transfer. Neither Party may assign, transfer, or otherwise dispose of any rights or interests in this Agreement, in whole or part, to any third party or parties without the prior written approval of the other Party. In the event a Party does provide prior written consent to the assignment, transfer, or other disposal of any right or interest in or related to this





Agreement, in whole or in part, the terms and conditions of this Agreement shall be fully binding and enforceable upon such assignee, transferee or successor in interest.

XV. Survival: The provisions of this Agreement that by its content survive the termination of this Agreement will survive termination.

XVI. Severability: If any term or provision of this Agreement is illegal, invalid, or unenforceable for any reason whatsoever, that term or provision would be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the illegality, invalidity or unenforceability will not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects the intent.

XVII. Binding Agreements: This Agreement is valid, duly executed, and a binding obligation of each respective Party fully enforceable in accordance with the respective terms. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement, except as to any respective successors or assigns of either Party.

XVIII. Entire Agreement: The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no promises, term, conditions, obligations or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations or agreements, verbal or written, between

The Parties relating to the subject matter of this Agreement: This Agreement may not be amended except in writing executed by the Parties.

XIX. Applicable Laws: This Agreement shall be governed by, and construed in accordance with, the laws, regulations, orders, and administrative procedures of the Islamic Republic of Afghanistan.

XX. Limitation on Liability: The sole and exclusive remedies of the Parties are those expressly set forth in this Agreement. Neither Party is liable to the other for any special, indirect, incidental, exemplary, punitive, or consequential damages, except in those instances in which it is found that a Party acted out of intentional misconduct, gross negligence, or for the express purpose of frustrating the ability of the other Party to perform its obligations hereunder, including the ability to provide the Services in the manner set forth herein.

XXI. Indemnification:

A. Indemnification by Afghan Telecom: Afghan Telecom would indemnify and defend Net Zone Telecom - Internet Services Provider - ISP and its affiliates, including their respective directors, officers, agents, employees, and customers from and against all

claims, damages, losses, liabilities, costs, expenses, and reasonable attorney's fees (collectively, "Damages") arising out of a claim by a third party (including but not to Users) against such entities or individuals associated with Net Zone Telecom - Internet Services Provider ISP resulting from or alleged to have resulted from any act or omission of Afghan Telecom under or related to this Agreement, or the failure to provide the Services in the manner set forth herein due to faults or degradation in performance related to network elements or services within its control.

- B. Indemnification by Net Zone Telecom - Internet Services Provider ISP: Net Zone Telecom - Internet Services Provider ISP will indemnify and defend Afghan Telecom and its affiliates, including their respective directors, agents, and employees, from and against all damages arising out of a claim by a third party (including but not to Users) against such entities or Parties to the extent resulting from or alleged to have resulted from any act or omission of Net Zone Telecom - Internet Services Provider ISP under or related to this Agreement, or the failure to provide the Services in the manner set forth herein due to faults or degradation in performance related to network elements or services within its control.

XXII. Force Majeure: In the event that either Party is prevented from fulfilling any of its obligations under this Agreement due to force majeure events, including such events as Acts of God; insurrection or civil disorder; war or military operations; acts of terrorism; national or local emergency; judicial, legal or other action of any governing authority; or other such events, the

Party adversely affected shall notify the other party of the specific obligations it is prevented from performing, in whole or part, and make all efforts to preclude, mitigate or otherwise minimize the adverse impact of such events on the other and its obligations which occur in fact, are beyond the control of the Party affected, which were not occurring or reasonably foreseeable by similarly-situated persons operating in similar circumstances as of the Effective Date, and the adverse impact of which can not otherwise be overcome or circumvented without unreasonable cost or losses to the Party affected.

XXIII. Remedies: The Parties may exercise any right or remedy under this Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity or under statute, subject to the mandatory use of the dispute regulation procedures specified herein.

XXIV. Disclosures: Publicity. All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter, or the purpose of this Agreement are to be coordinated with and consented to by the other Party in writing prior to the release thereof.

XXV. Confidentiality:

A. "Confidential Information" means:

- (i) This Agreement and the discussions, negotiations and proposals related to this Agreement; and (ii) Any information exchanged in connection with this Agreement

concerning the other Party's business including but not to, tangible, intangible, visual, electronic, written, or oral information, such as: (a) Net Zone Telecom - Internet Services Provider ISP's data and trade secrets; (b) Financial information and pricing; (c) Technical information, such as research, development, procedures, algorithms, data, designs, and know-how; and (d) Business information, such as operations, planning, marketing interests, and products, whether, under each of the clauses (i) and (ii) of this definition, received directly or indirectly from the other Party. Confidential Information does not include information which:

- i. Has been published or is otherwise in the public domain through no fault of the receiving party;
 - ii. Prior to disclosure under this Agreement is properly within the legitimate possession of the receiving party;
 - iii. Subsequent to disclosure under this Agreement is lawfully received from a third party having rights in the information without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure;
 - iv. Is independently developed by the receiving party through parties who have not had, either directly or indirectly, access to or knowledge of Confidential Information; or
 - v. Is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a authorized governing authority, so long as the party required to disclosure the information provides the other party with prior notice of the order or requirement.
- B. Neither Party will disclose any Confidential Information received from the other Party, except as expressly provided in this Agreement. Each Party will use the Confidential Information received from the other Party only for the purpose of this Agreement.
- C. The receiving Party of Confidential Information must provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar proprietary information. All Confidential Information must be retained by the receiving Party in a secure place with access to only those of the receiving Party's employees, lenders, purchaser, agents, or content providers who need to know that information for purpose of this Agreement to third parties as the disclosing Party has consented to by prior written approval. Confidential Information supplied is not to be reproduced in any form except as required to accomplish the intent of this Agreement.
- D. All Confidential Information, unless otherwise specified in writing, must be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon request of the disclosing Party, and, in any event, within 10 days of termination of this Agreement.

XXVI. Language: This Agreement is in English, and Dari or Pashtu. In the event of a dispute, or a conflict between the various versions, the English-Language version shall be the prevailing version.

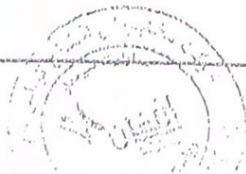


XXVII. Headings: The headings utilized within this Agreement are for purpose of reference only and shall not limit, alter or affect the meaning of this Agreement.

XXVIII. Counterpart Execution: This Agreement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts will be construed together and will constitute one Agreement.

XXIX. Notice:

- A. Any notice or other communication to be given by either Party in connection with this Agreement shall be given in writing and delivered to the following authorized individuals on behalf of the respective Party:





On behalf of Afghan Telecom Corporation

Name: Gul Ahmad Rastman

Title: CEO

Signature: _____

Date: _____

Organization Name: Afghan Telecom Corporation
Afghan Telecom

Address: Ministry of Communication

Telephone: 0744416000, 0202101129

Email: g.rastman@afghantelecom.af

On behalf of Net Zone Telecom - Internet Services Provider ISP

Name: Shahbuddin Saifi

Title: President

Signature: _____

Date: Feb/16/2016

Organization Name: Net Zone Telecom - ISP

Address: Kabul, Afghanistan

Telephone: 0799347076

Email: Saifi@netzone.af

B. Either Party may change its authorized point of contact or address by providing 15 days written notice to the other party of the change.

IN WITNESS WHEREOF, The parties here to have caused this Agreement to be signed in their respective names as of the day and year first above written.

