



**REFERENCE INTERCONNECT OFFER
FOR
CELLULAR MOBILE OPERATORS**

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SCHEDULE 3 - CALL ORIGINATION, TERMINATION AND TRANSIT SERVICE
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THIS PTCL INTERCONNECTION AGREEMENT

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MADE ON: [•]
(the “Effective Date”)

BETWEEN: Pakistan Telecommunications Company Limited, a company incorporated in Pakistan and having its registered office at G-8/4, Islamabad Pakistan, 44000
(“PTCL”)

AND: [Operator’s details], a company incorporated in Pakistan and having its registered office at [•]
(the “Operator”)

(PTCL and the Operator are hereinafter collectively referred to as “Parties” and individually as “Party”).

RECITALS:

A. The Pakistan Telecommunications Authority (the “Authority”) issued a license to PTCL on 15th April 1997, whereby PTCL was granted the right to continue operating and maintaining its telecommunications network (the “PTCL Network”) and provisioning of telecommunication services throughout Pakistan under the *Pakistan Telecommunication (Re-organization) Act, 1996*, which was modified by the Authority on 13th June 2005

B. The Operator has been granted a license as a Cellular Mobile Operator (“CMO”) that uses switching or routing equipment to provide mobile telecommunication services to the public in Pakistan.

C. PTCL is required, pursuant to Rule 13 of the *Pakistan Telecommunication Rules, 2000*, to enter into an interconnection agreement within ninety (90) days from the request of another operator. In order to facilitate the efficient conclusion of such an interconnection agreement on fair and reasonable terms and in conformity with Telecom De-Regulation Policy, and pursuant to its obligations as a significant market power operator, PTCL has prepared and the Authority has approved this Reference Interconnection Offer (“RIO”).

D. This RIO sets out the terms and conditions upon which PTCL will supply the interconnection related services described in clause 2.1 hereof (the “PTCL Services”) to the Operator, the principles governing the supply of certain services by the Operator to PTCL (“the Operator Services”), as well as the acceptance procedures by which the Operator accepts the terms of the RIO. An unconditional acceptance of this RIO by a licensed cellular mobile operator in accordance with the acceptance procedures in Schedule 1 hereto will result in a formally executed interconnection agreement precisely on the terms and conditions contained in this RIO (the “Interconnection Agreement”).

E. The Parties agree to interconnect the PTCL Network to the Operator’s telecommunications network (the “Operator Network”) in accordance with this Interconnection Agreement. Specifically, PTCL agrees to supply and the Operator agrees to acquire the PTCL Services in respect

of which the Operator has submitted to PTCL a conforming “Notification of Acceptance” of RIO and on the terms and conditions set out in **Schedule 1** to this Interconnection Agreement. If applicable, the Operator agrees to supply and PTCL agrees to acquire the Operator Services on the terms and conditions set out in this Interconnection Agreement.

F. The Parties acknowledge that a Third Party may not rely on this Interconnection Agreement to obtain similar benefits from either Party.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND STRUCTURE

1.1 In this Interconnection Agreement, except where otherwise specified, words and expressions have the meanings set out in **Schedule 13** – (Glossary), and this Interconnection Agreement is to be construed in accordance with that Schedule.

1.2 The following documents shall be deemed to be read and construed as part of this Interconnection Agreement:

The main body of this Interconnection Agreement;

Schedule 1 – Acceptance Procedures;

Schedule 2 – Physical & Virtual Interconnection;

Schedule 3 – Call Origination, Termination and Transit Service;

Schedule 4 – Leasing of Building MDF Distribution Frame; (Not Applicable)

Schedule 5 – Emergency Services;

Schedule 6 – Directory Information Supply; (Not Applicable)

Schedule 7 – Leasing of Domestic Private Leased Circuits;

Schedule 8 – Leasing of International Private Leased Circuits; (Not Applicable)

Schedule 9 – Co-Location;

Schedule 10 – Carrier Pre-Selection; (Not Applicable)

Schedule 11 – Charges;

Schedule 12 – Billing;

Schedule 13 – Glossary;

Schedule 14 – GSM International Roaming;

Schedule 15 – Short Message Service;

1.3 In the event of an inconsistency between the main body of this Interconnection Agreement, the Schedules, Annexures and Attachments, the order of precedence (unless expressly stated to the contrary) shall be as follows:

- (a) the main body of this Interconnection Agreement;
- (b) **Schedule 11** – Charges;
- (c) the other Schedules;
- (d) the Annexures;
- (e) the Attachments.

2. SCOPE OF AGREEMENT

- 2.1 Subject to clause **2.3**, the following PTCL Services are covered by this Interconnection Agreement and terms and conditions of supply are set out in the relevant Schedules:
- (a) Physical Interconnection between the PTCL Network and the Operator Network, in accordance with **Schedule 2**;
 - (b) Origination, Termination and Transit of network traffic between the PTCL Network and the Operator Network, in accordance with **Schedule 3**;
 - (c) Emergency PTCL Services, in accordance with **Schedule 5**;
 - (d) Leasing of Domestic Private Leased Circuits, in accordance with **Schedule 7**;
 - (e) Co-Location, in accordance with **Schedule 9**;
 - (f) GSM International Roaming, in accordance with **Schedule 14**; and
 - (g) Short Message Service, in accordance with **Schedule 15**.
- 2.2 Subject to clause **2.3**, the following Operator Services are covered by this Interconnection Agreement and terms and conditions of supply are set out in the relevant Schedules:
- (a) Physical Interconnection the PTCL Network and the Operator Network, in accordance with **Schedule 2**.
 - (b) Termination of network traffic between the PTCL Network and the Operator Network, in accordance with **Schedule 3**; and
- 2.3 For the avoidance of doubt and notwithstanding the interconnection of the PTCL Network and the Operator Network, neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Schedule.
- 2.4 This Interconnection Agreement does not apply to the supply of the PTCL Services where the Operator is not of a class of operator to which the PTCL Services are expressed to apply under this Interconnection Agreement.
- 2.5 Neither Party shall be obliged to provide or be entitled to access Ancillary Services unless there is express provision for the particular Ancillary Service in a Schedule. However, a Party may request, and other Party shall provide Additional or New Services pursuant to **Schedule 1** of this Interconnection Agreement.

3. SUPPLY OF SERVICE

- 3.1 PTCL agrees to supply to the Operator on the prices, terms and conditions set out in this Interconnection Agreement those PTCL Services listed in clause **2.1** to the extent:
- (a) PTCL is requested by the Operator in a Notification of Acceptance of RIO pursuant to **Schedule 1** of this Interconnection Agreement; and
 - (b) Operator is notified by PTCL that Operator's Notification of Acceptance of RIO is in conformity with this Interconnection Agreement.
- 3.2 If applicable, the Operator agrees to supply the Operator Services to PTCL on the prices, terms and conditions set out in this Interconnection Agreement.

4. COMMENCEMENT, DURATION AND RENEWAL

- 4.1 This Interconnection Agreement shall be submitted to the Authority within seven (7) days after both parties have executed it.
- 4.2 This Interconnection Agreement shall commence on the Effective Date and, without prejudice to the clause **22** – Force Majeure, shall continue in force from the Effective Date until the earlier of:
- (a) the expiry or termination of either Party's Licence; or
 - (b) the termination of this Interconnection Agreement by a Party in accordance with clause **20** hereof or other right at law.

5. CHARGES

- 5.1 The Operator shall pay to PTCL the charges for the PTCL Services supplied by PTCL to the Operator within the timeframe specified, calculated in accordance with and/or as specified from time to time in **Schedule 11**. PTCL shall pay to the Operator the charges for the Operator Services supplied by the Operator to PTCL within the timeframe specified, calculated in accordance with and/or as specified from time to time in **Schedule 11**.
- 5.2 The charges contained in **Schedule 11** shall apply to the Services, subject to review and adjustment by the Authority from time to time, except where otherwise specified in this Interconnection Agreement.
- 5.3 If there is a difference between a charge for a Service specified in **Schedule 11** and a charge determined by the Authority, the charge determined by the Authority shall prevail.
- 5.4 As soon as reasonably practicable but not later than thirty (30) days following an order, direction, determination or consent by the Authority of a charge (or the means of calculating that charge or a variation of that charge) for any one of the PTCL or Operator Services, the Parties shall make necessary alteration(s) to **Schedule 11** so that it accords with such order, direction, determination or consent.
- 5.5 If any charge (or the means of calculating that charge) for a PTCL Service or an Operator Service has retrospective effect (for whatever reason) then PTCL or the Operator (as appropriate) shall, as soon as reasonably practicable following publication in **Schedule 11**, adjust and recalculate the charge in respect of such PTCL Service or such Operator Service using the new charge.

- 5.6 No charges shall be payable under this Interconnection Agreement by one Party to the other unless such charges are specifically referred to in this Interconnection Agreement.

6. BILLING AND PAYMENT

- 6.1 Each Party shall provide to the other invoices of all amounts due to it, calculated in accordance with the provisions of **Schedule 11 – (Charges)** and **Schedule 12 – (Billing)**, as appropriate.
- 6.2 All charges in this Interconnection Agreement are exclusive of GST, CED or any similar value added tax unless the contrary is expressly stated. All taxes including GST shall be added, where applicable, to all or any part of the charges under this Interconnection Agreement.
- 6.3 The Parties shall bear and pay all taxes as required by the laws of Pakistan that result from the implementation of this Interconnection Agreement or the acquisition of the Services under this Interconnection Agreement. If either Party is required under the laws of Pakistan or the law of any jurisdiction outside Pakistan to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to the other Party, then such former Party shall make such deduction or withholding as required and shall furnish to the other Party the certificate of the sum deducted / withheld or deposited with the tax authorities on account of that Party.
- 6.4 Invoices are due and payable in Pakistan.
- 6.5 All payments must be:
- (a) paid by banker's draft, cashier's order or electronic transfer and as such the amount should be credited on or before the due date directly to the designated bank account(s) of the Party entitled to receive the payment;
 - (b) subject to **Schedule 12**, paid without counterclaim; and
 - (c) accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.
- 6.6 The Parties shall comply with **Schedule 12** in relation to all aspects of the billing, settlement and dispute of payments under this Interconnection Agreement.

7. INTERCONNECTION AND STANDARDS

- 7.1 The Parties shall connect and keep connected the PTCL Network and the Operator Network at Points of Interconnection in accordance with this Interconnection Agreement (to such extent permitted by the PTCL Licence and the Operator Licence).
- 7.2 Each Party shall comply with the technical specifications set forth in the Schedules in so far as they apply to the provision of Services pursuant to this Interconnection Agreement.
- 7.3 In the practical implementation of the Specifications relating to the interconnection of the PTCL Network and the Operator Network, the Parties shall apply standards and operating guidelines that have due regard to the following (in the order of precedence specified below):
- (a) any legal requirements imposed upon each of them including requirements arising from the PTCL Licence and the equivalent conditions of the Operator Licence; and

- (b) any relevant specification notified by the Authority; and
- (c) any recommendations by ITU-T or other internationally recognized standard setting bodies adopted by the Parties; and
- (d) the GSM memorandum of understanding (where applicable).

8. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT

- 8.1 Neither Party shall connect or knowingly permit the connection to its Network of telecommunications equipment, unless such equipment has been type approved by the Authority.
- 8.2 If a Customer ceases wholly or partly to be one Party's Customer at any one site and becomes a Customer of the other Party, the first Party shall not hinder the second Party from:
- (a) gaining access to equipment rooms owned or occupied by the Customer;
 - (b) gaining access to ducting and wiring owned by the Customer; and/or
 - (c) obtaining consents and way leaves from any Third Party as shall be required for such access.

9. NETWORK ALTERATIONS

- 9.1 A Party wishing to make a modification to its Network that will have a material impact on the Services or on the other Party's Network (a "**Network Alteration**") shall give to the other Party not less than six (6) months written notice prior to the date of the anticipated Network Alteration. This notice period does not apply to such Network Alterations required to be implemented by the Authority within a shorter time frame. The notice shall specify the technical details of the Network Alteration and the date of the anticipated Network Alteration. Following such notification each Party shall supply to the other Party such information as the other Party may reasonably request including in the case of the Party giving the notice, to the extent reasonably practicable, the potential impact on the other Party's Network.
- 9.2 The Party receiving the notice pursuant to clause 9.1 shall notify the other Party as soon as practicable, but in any event not more than one month after receipt of such notice, of any alterations required to that Party's Network as a result of the proposed Network Alteration and a quotation for the cost of such alterations (other than for costs arising from circumstances described in clause 9.6 below) calculated on the basis of the minimum cost consistent with good engineering practice.
- 9.3 If the Party giving the notice pursuant to clause 9.1 agrees to the alterations required to the other Party's Network and agrees to the quotation (if any), the Parties shall agree on a plan within three months of receipt of the notice referred to in clause 9.2 to implement the Network Alteration and the other Party shall carry out such alterations in accordance with the agreed plan.
- 9.4 If the provisions in clause 9.6 do not apply, and if the Party giving the notice pursuant to clause 9.1 does not agree the alterations required to the other Party's Network and/or to the cost quotation (if any), that Party shall so notify the other Party, and the Parties agree to treat the matter as a Dispute. The Party giving the notice pursuant to clause 9.1 shall not implement the relevant Network Alteration until the Dispute is resolved.

- 9.5 On completion of the relevant alteration, the Party receiving the notice pursuant to clause 9.1 shall invoice the other Party for such alteration for an amount not exceeding the quotation agreed under clause 9.3.
- 9.6 Each Party shall pay its own costs arising out of the Network Alteration if:
- (a) the Parties agree in writing to change their respective Networks for their mutual benefit; or
 - (b) the Network Alteration is lawfully directed by the Authority who also lawfully directs each Party to pay its own costs; or
 - (c) the Network Alteration is to implement a Standard issued by the Authority.
- 9.7 The Parties shall amend the Network technical specifications set forth in the Schedules prior to a Network Alteration.
- 9.8 If a Party makes a Network Alteration, it shall ensure that Calls handed over from the other Party are not prevented to any greater extent or hindered in any manner different from the generality of Calls made by the altering Party's Customers.
- 9.9 Except as otherwise indicated in clause 9.6, the altering Party shall be solely responsible for the reasonable and direct cost of such changes in the other Party's Network resulting from the Network Alteration, and shall pay to the other Party such costs.
- 9.10 The Parties agree to fully co-operate and consult with each other on the implementation of Network Alterations and to keep each other informed of the steps involved, with a view to minimizing, and if possible, eliminating any disruption to the Services supplied under this Interconnection Agreement. The Parties agree to fully co-operate and consult with each other with a view to accommodating both Parties' reasonable expectations regarding the time commitments and implications of the proposed Network Alteration.
- 9.11 Each Party has the right to modify, change or substitute underlying technology or the specifications of the Services to improve the functioning or performance of the Services or their respective Networks provided that such modifications do not materially adversely affect the functioning or performance of the Services supplied to the other Party.
- 9.12 Each Party shall endeavour to minimise the number of Data Management Amendments in the other's Network to those required to ensure efficient call routing and provision of agreed Billing Information.
- 9.13 With respect to Data Management Amendments relating to digit analysis ("**Digit Level Data Management Amendments**") written notice shall be provided by the Party requesting the Data Management Amendment at least ninety (90) Calendar Days prior to the requested implementation date.
- 9.14 Each Party shall bear its own cost of carrying out Data Management Amendments in its Network.
- 9.15 Nothing in this Interconnection Agreement may be construed to preclude a Party from using, modifying or substituting such of its equipment for other of its equipment as reasonably required to provide any one of the Services within the scope of this Interconnection Agreement.

10. NETWORK PROTECTION AND SAFETY

- 10.1 Each Party is responsible for the safe operation of the Network, and shall, so far as is reasonably practicable, take all necessary steps to ensure that its Network, its Network operations and implementation of this Interconnection Agreement:
- (a) do not endanger the safety or health of any person, including the employees and contractors of the other Party; and
 - (b) do not cause physical or technical harm to the other Party's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of the Services of the other Party's Network.
- 10.2 The Parties will manage their Networks to minimise disruption to the Services and, in the event of interruption or failure of any one of the Services, will restore those Services as soon as is reasonably practicable. Each Party shall notify the other Party of any faults (pursuant to fault notification procedures set forth in **Schedule 2** or upon equivalent procedures in respect of other Services, as agreed upon by the Parties within sixty (60) days of the execution of this Interconnection Agreement or one of its Schedules) and shall manage and correct faults arising in its Network that affect the provision of any one of the Services by the other Party as it would in the ordinary course for similar faults affecting the provision of the Services by it.
- 10.3 Neither Party shall use or permit the use of any Service, or install, connect, link or use (or permit the installation, connection, linking or use of) any telecommunications equipment in contravention of any law. If either Party considers that the other Party is acting, or is likely to act, in contravention of this clause, then the first-mentioned Party may seek the Authority's approval to take necessary corrective action, unless an imminent threat to life or property arises (or is likely to arise) in which case the first-mentioned Party may take immediate necessary corrective action with seeking ex-post approval thereof from the Authority. On receipt of the Authority's approval (or as otherwise stated in this clause **10.3**), the first-mentioned Party may take the necessary corrective action.
- 10.4 Each Party shall ensure that its Network and operating procedures comply in all respects with this Interconnection Agreement.

11. QUALITY OF SERVICE

- 11.1 Each Party shall:
- (a) ensure that the Services it provides to the other Party are of the quality comparable to what it provides to itself and to its affiliates; and
 - (b) maintain and repair faults on Interconnect Links in the same manner as it maintains similar plant and repairs similar faults within its own Network.
- 11.2 The Parties shall provide to each other such remedies for late delivery of the Services on the terms and conditions, as specified in the relevant Schedule of this Interconnection Agreement or as determined by the Authority.
- 11.3 The Parties shall use all reasonable endeavours to meet the performance standard as set out in the relevant Schedule or as otherwise agreed between the parties from time to time.

- 11.4 Neither Party warrants that its Network is or will be free from faults. The Parties shall comply with the fault identification and reporting guidelines set out in this Interconnection Agreement or as set out by the Authority.
- 11.5 In performing its obligations under this Interconnection Agreement, the Parties shall exercise the reasonable skill and care of a competent telecommunications operator.

12. NUMBERING

- 12.1 Each Party shall use numbers in accordance with the national Numbering Plan issued by the Authority and shall comply with the numbering provisions.
- 12.2 The Parties shall ensure that sufficient and correct numbering information is sent from one Network to the other for correct delivery of Interconnected Calls.
- 12.3 The Parties shall convey to each other telephone numbers in the national and international formats as contained in the national Numbering Plan issued by the Authority.
- 12.4 The Parties shall adopt and comply with the numbering system and number format as specified in the Authority's national Numbering Plan and framework and guidelines on the usage, allocation and assignment of numbers.

13. CALLING LINE IDENTIFICATION (“CLI”)

- 13.1 The Parties agree that Calling Line Identification (“CLI”) shall be passed between the Parties' Networks for all Calls for which the Call Origination Services, the Call Termination Services and the Call Transit Services are provided, subject to CLI being forwarded to a Party from another network with which its Network is connected.
- 13.2 If a Party's Network requests CLI from the other Party's Network, the originating Network shall generate and convey CLI to the first Party's Network to the extent that the originating Network has such a capability.
- 13.3 A Party whose Network receives CLI following a request pursuant to clause 13.2 shall only use the CLI for the following purposes:
- (a) routing Calls;
 - (b) compilation of (i) inter Party bills, and (ii) Customer bills;
 - (c) agreed administrative use in accordance with accepted industry practice from time to time which includes, at the date of this Interconnection Agreement, call trace, malicious call identification, compilation of statistics relating to call origin and fraud prevention and detection;
 - (d) display to Customers; and
 - (e) as otherwise required by law.
- 13.4 A Party conveying Calls handed over from a Third Party Network shall convey, to the extent received, the CLI associated with those Calls.
- 13.5 Notwithstanding other provisions of this Interconnection Agreement, a Party may use CLI to pass telephone numbers to Emergency Organisations.

- 13.6 The cost of generating and conveying CLI is included in the relevant conveyance rates for Calls. Neither Party shall apply additional charges for CLI.
- 13.7 If a Party desires to charge separately for the generation or conveyance of CLI, such Party may initiate a review of this clause 13 pursuant to clause 17.1(c).
- 13.8 If there is a change in applicable law or regulation materially affecting the operation of CLI, the Parties shall change the operation of CLI to the extent necessary to comply with the applicable law or regulation.
- 13.9 The Parties will bar CLI in accordance with the CLI presentation and restrictions fields (CLIP/CLIR) within the signalling message.
- 13.10 Each Party shall resolve any service issues arising from the provision of CLI from the other Party's Network where it is not the Calling Party's actual directory number. A list of such non-subscriber CLI (Dummy CLI) shall be notified by each Party to the other Party in writing whenever they are already in use or are planned for use.
- 13.11 Both Parties shall be allowed to present CLI to their Customers subject to the CLIP/CLIR fields. The Parties shall not disclose, either at the Called Party's terminal or to the Called Party, the telephone number of a Calling Party who has subscribed for CLIR.
- 13.12 For Calls for which CLI is not available, such as Calls from customer service operator positions, the category of the Calling Party shall be clearly indicated in the signalling message.
- 13.13 The Parties shall comply with the following requirements and safeguards:
- (a) each Party shall not manipulate the CLI of the original Calling Party and the original Calling Party CLI shall be passed on in the conveyance of a Call accordingly.
 - (b) each Party shall not, in the handling of outgoing traffic, manipulate the access number dialled by the Calling Party; and
 - (c) each Party shall set the A-bit of the Forward Call Indicator (FCI) of the Initial Address Message (IAM) on the ITU-T Signalling System No.7 ISDN User Part (ISUP) to the value 1 to identify an international incoming Call.

14. ARTIFICIAL INFLATION OF TRAFFIC (“AIT”)

- 14.1 Each Party shall use reasonable endeavours to detect artificial inflation of traffic (“AIT”), identify AIT, notify the other Party of AIT and prevent AIT.
- 14.2 The Parties shall use reasonable endeavours to develop, implement and maintain appropriate procedures to identify and prevent AIT – and shall document such in a separate document known as the AIT Manual.
- 14.3 If either Party reasonably considers that the agreed safeguards in respect of AIT under this Agreement are not adequate, then such Party may apply for a review of this paragraph and of clause 17 – (Review).

15. FORECASTS AND CAPACITY

- 15.1 Each Party (the “**Forecasting Party**”) shall supply to the other Party (the “**Notified Party**”) reasonable Forecasts subject to the provisions of Schedule-2 of this Interconnection Agreement.
- 15.2 The Forecasting Party must provide all Forecasts in good faith and use all reasonable endeavours to ensure that Forecasts are accurate.
- 15.3 The Forecasts shall be used for planning purpose only and the Notified Party shall not be obliged to provide any service to the other Party unless the other Party has placed confirmed order for that particular service.

16. PROVISION OF INFORMATION

- 16.1 Each Party shall provide, free of charge, one copy of the information specified in clause **16.3** and such other information as is reasonably required from time to time by the other Party for interconnection of the Networks and the provision of Services or facilities pursuant to this Interconnection Agreement.
- 16.2 Each Party shall promptly supply to the other, upon request, details of the services and facilities that it provides to its Customers.
- 16.3 Subject to a Party’s obligations of confidentiality to a Third Party, a Party may request and the other Party shall provide information on protocols in use by that other Party that are required for interconnection, conveyance of Calls or the provision of Services specified in this Interconnection Agreement between the PTCL Network and the Operator Network if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence of international standards.
- 16.4 Notwithstanding any provision of this Interconnection Agreement, a Party shall not be obliged to provide information that is subject to a confidentiality obligation to a Third Party, unless such Third Party consents to such disclosure. If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 16.5 The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 16.6 Subject to clause **23** – Limitation of Liability, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with the conditions imposed and identified at the time when the information was provided.
- 16.7 Nothing in this Interconnection Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, the PTCL Licence or the Operator Licence as appropriate or any direction issued by Authority.
- 16.8 Each Party shall provide the other Party on a timely basis with all agreed information reasonably required to determine charges to be billed by one Party to the other Party.

17. REVIEW

- 17.1 A Party may seek to amend this Interconnection Agreement by serving on the other a review notice if:

- (a) either Party's Licence is materially modified (whether by amendment or replacement); or
- (b) a material change occurs in the law or regulations; or
- (c) this Interconnection Agreement makes express provision for a review or the Parties agree in writing that there should be a review; or
- (d) a material change (including enforcement action by any regulatory Authority) occurs that affects or reasonably could be expected to affect the commercial or technical basis of this Interconnection Agreement; or
- (e) this Interconnection Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under clause 36 – Assignment; or
- (f) there is a general review pursuant to clause 17.3.

17.2 Save as provided in clause 17.1, a Party shall serve a review notice not later than the expiration of a 6 months period commencing on the date set opposite each clause as follows:

Clause	Period commencing on the date:
17.1(a)	of publication of the modifications to the Licence
17.1(b)	of occurrence of material change
17.1(c)	of entitlement or occurrence of the date of written agreement
17.1(d)	of occurrence of the material change
17.1(e)	of notification of assignment or transfer

17.3 A Party may initiate a general review of this Interconnection Agreement by serving a review notice during the period of six (6) months commencing on the Effective Date and once every one (1) year thereafter.

17.4 On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Interconnection Agreement.

17.5 For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Interconnection Agreement shall remain in full force and effect.

18. DETERMINATION

18.1 If the Parties fail to reach agreement on the subject matter of a review notice pursuant to clause 17 within 1 month (or 3 months for a review notice under clause 17.3) in each case from the date of service of such review notice, either Party may, not later than 2 months after

the expiration of the relevant period, request the Authority in writing to determine the matters upon which the Parties have failed to agree.

- 18.2 The Parties shall enter into an agreement to modify or replace the Interconnection Agreement in accordance with any order, direction, determination or consent of the Authority unless such order, direction, determination or consent is subject to a legal challenge.
- 18.3 If the order, direction, determination or consent is subject to a legal challenge, then the Parties shall modify or replace the Interconnection Agreement at the conclusion of the legal proceedings in accordance with the Authority's order, direction, determination or consent and the result of the legal proceedings.
- 18.4 For the avoidance of doubt, an order, direction, determination or consent of a charge may include an order, direction, determination or consent of the basis for calculating that charge.
- 18.5 The provisions of these paragraphs are intended to establish a framework for the review and determination of the provisions of this Interconnection Agreement, but are not intended to prejudice the rights, liabilities and obligations of the Parties created by and under their Licences.

19. SUSPENSION

- 19.1 Subject to clause **19.2**, either Party (the “**Suspending Party**”) may suspend this Interconnection Agreement or any Schedule of this Interconnection Agreement by providing notice to the other Party if:
 - (a) the other Party's Network has a material adverse affect on the normal operation of the Suspending Party's Network, or
 - (b) the other Party's Network or the supply of a Service to the other Party under this Interconnection Agreement poses an imminent threat to the network of the Suspending Party; or
 - (c) the other Party's Network causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of the Suspending Party or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the Suspending Party's Network; or
 - (d) the other Party is in material breach of this Interconnection Agreement (including, but not limited to failure to pay any sum or failure to deposit the disputed amount in the Escrow Account in terms of **Schedule 12– Billing**, whether in respect of any one or more Services, for which the other Party has been invoiced or billed or requested to make any payment in respect thereof), the Suspending Party has given twenty-one (21) Calendar Days notice of such breach (which period may operate concurrently with the period mentioned in **Schedule 12– Billing**) and the other Party has failed to rectify such breach within that time; or
 - (e) if, in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service supplied under this Interconnection Agreement (whether with or without the authorization and/or permission of the Suspending Party) in contravention of applicable laws and the Suspending Party has the necessary confirmation from the relevant Governmental Agency that the other Party is in contravention of law; or
 - (f) compliance with legal or regulatory obligations requires immediate action; or

- (g) continued operation of this Interconnection Agreement would be unlawful or would pose a serious threat to health or an imminent threat to life or property; or
- (h) any material information provided or representation made by either Party to the other Party is untrue, false, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this Interconnection Agreement.

19.2 A Suspending Party will only suspend this Interconnection Agreement or any Schedule or any lease granted under a Schedule to the extent necessary to address the relevant event. Except for the cases subject to clause **19.3** of this Interconnection Agreement, the Suspending Party will request the Authority's written approval before such suspension and suspension rights shall not be exercised without the Authority's approval unless serious threat to health, imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party may immediately suspend the operation of this Interconnection Agreement or Schedule or lease, and shall forthwith notify the Authority of such suspension seeking ex post approval of such suspension. In the event such suspension is ordered to be lifted by the Authority or it is otherwise determined that the suspension was unwarranted, the Suspending Party shall be liable for compensation to the other Party as determined by the Authority.

19.3 Notwithstanding any thing to the contrary expressed elsewhere in this Interconnection Agreement, the Suspending Party may immediately suspend the provision of Services to other Party for failure:

- (a) to pay Charges in terms of **Schedule 12**; or
- (b) to deposit the disputed amount in the Escrow Account in terms of **Schedule 12**.

Provided that failure for (a) above is not subject to Dispute and the Suspending Party has given fifteen (15) Calendar Days written notice of such failure to the other Party and the other Party has not rectified such failure within that time.

19.4 If the Authority issues an order granting in whole or in part the request under clause **19.2**, the Suspending Party may immediately suspend (for such period of time as the Authority approves, or indefinitely if the Authority does not specify a period of time) this Interconnection Agreement, or Schedule, or lease, or those parts of this Interconnection Agreement or Schedule or lease covered by the Authority's order by giving written notice to the other Party.

19.5 A Party shall not be required to pay charges for any Service for as long as it remains suspended, unless directed otherwise by the Authority. Any charges for reconnection or reinstatement of the Service after lifting of suspension shall be payable (i) if the suspension was validly made or made pursuant to an order of the Authority, by the Party whose Services were suspended, and (ii) in any other case, by the Suspending Party.

19.6 If this Interconnection Agreement or a Schedule, is suspended under clause **19** for more than sixty (60) Calendar Days, the Suspending Party may, subject to clause **20.2**, terminate this Interconnection Agreement or Schedule (as the case may be) with immediate effect by giving the other Party written notice.

20. TERMINATION

- 20.1 Subject to clause **20.2**, either Party (the “**Terminating Party**”) may terminate the entire Interconnection Agreement, or any Schedule of this Interconnection Agreement by providing notice to the other Party if:
- (a) the other Party ceases to hold License to (i) provide fixed-line telephony services in Pakistan in case of PTCL or (ii) provide mobile telephony services in Pakistan in case of the Operator; or
 - (b) a lease in respect of Co-location Space under **Schedule 9** terminates such that the minimum interconnection requirements under **Schedule 2** are no longer met (unless the Operator has put in place alternative arrangements for Interconnection to occur prior to the termination of the lease of Co-location Space); or
 - (c) the other Party is in material breach of this Interconnection Agreement (including, but not limited to failure to pay any sum or failure to deposit the disputed amount in the Escrow Account in terms of **Schedule 12– Billing**, whether in respect of any one or more Service, for which the other Party has been invoiced or billed or requested to make payment in respect thereof), the Terminating Party has given twenty one (21) Calendar Days notice of such breach and the other Party has failed to rectify such breach within that time; or
 - (d) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or an order for winding up has been passed by a Court of competent jurisdiction, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security or to enforce any judgment against the whole or a substantial part of the assets or property of the other Party; or
 - (e) continued operation of this Interconnection Agreement is unlawful or poses a serious and imminent threat to health, life or property; or
 - (f) if, in the Terminating Party’s reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service (whether with or without the authorisation and/or permission of the Terminating Party) in contravention of any law and the Terminating Party has the necessary confirmation from the relevant governmental agencies that the other Party is in contravention of law; or
 - (g) any material information provided or representation made by the other Party is untrue, misleading or inaccurate and has an adverse material impact on the receiving Party in relation to its provision of Services under this Interconnection Agreement.
- 20.2 Prior to terminating this Interconnection Agreement or any Schedule or any lease granted under a Schedule, in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate this Interconnection Agreement or one or more Schedules or lease, and request the Authority’s written approval of such termination. Termination rights shall not be exercised without the Authority’s written approval.
- 20.3 If the Authority issues an order granting in whole or in part the request under clause **20.2**, the Terminating Party may immediately terminate this Interconnection Agreement, the Schedule(s) or lease or those parts of this Interconnection Agreement or Schedules or lease

covered by the Authority's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Authority in relation to the termination of this Interconnection Agreement.

- 20.4 If the Authority removes a Service supplied under this Interconnection Agreement from being required to be supplied under this Interconnection Agreement or exempts a Party from supplying a Service, that Party may immediately terminate the supply of such Service and those aspects of this Interconnection Agreement which relate to such Service, by giving written notice to the other Party with effect on or after the effective date of such removal or exemption as notified by the Authority.

21. EFFECTS OF TERMINATION

- 21.1 In the event that this Interconnection Agreement or Schedules under this Interconnection Agreement is terminated:

- (a) all Services, leases, licences and other rights conferred on PTCL or the Operator under this Interconnection Agreement or Schedule (as the case may be) shall immediately terminate;
- (b) all sums due or accrued or payable to each Party under this Interconnection Agreement or with respect to that Schedule (respectively) up to the date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable to that Party (including any termination charges due under the applicable Schedules);
- (c) each Party shall immediately return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under this Interconnection Agreement or in relation to that terminated Schedule in good working condition, fair wear and tear only excepted;
- (d) each Party shall immediately remove all of that Party's equipment, facilities, plant and other property located on the other Party's premises used under this Interconnection Agreement or in relation to that terminated Schedule; and
- (e) each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.

- 21.2 A Party shall be entitled to charge the other Party the cost incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property that the other Party has failed to return under clause **21.1** within 30 Calendar Days of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.

- 21.3 A Party may remove the other Party's equipment, facilities, plant and other property located on its premises if not removed by the other Party within 30 Calendar Days after the date of termination.

- 21.4 Each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party as soon as reasonably practicable. Each Party shall use reasonable endeavours to recover equipment made available by it.

- 21.5 Notwithstanding the termination or expiry of this Interconnection Agreement, clauses **8** – (Approved attachments and Customer’s Equipment), **16** – (Provision of Information), **23** – (Limitation of Liability), **31** – (Confidentiality), inclusive shall continue in full force and effect.
- 21.6 Each of the Parties’ right to terminate or suspend performance of this Interconnection Agreement pursuant to this clause **21** or **20** is without prejudice to any other rights or remedies available to either Party.

22. FORCE MAJEURE

- 22.1 “Force Majeure” means, in relation to either Party, an event or circumstance beyond the reasonable control of that Party (the “**Claiming Party**”) including, without limitation, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, or of any competent authority, compliance with any statutory obligation, industrial disputes of any kind (whether or not involving PTCL’s or the Operator’s employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible, strikes, lock outs and other industrial disputes (in each case, whether or not relating to the Claiming Party’s workforce or any other cause whether similar or dissimilar outside its reasonable control), provided, however that, Force Majeure in any event shall not include events, occurrences or circumstances which:
- a) ought to have been reasonably foreseeable by a diligent operator receiving consideration for the provision of services and products to the other Party; and
 - b) which could have been prevented or avoided by a diligent operator.
- 22.2 Neither Party shall be liable for any breach of this Interconnection Agreement caused by Force Majeure.
- 22.3 The Party initially affected by a Force Majeure shall promptly (not later than seventy two (72) hours following the Force Majeure event) notify the other Party of the estimated extent and duration of its inability to perform or delay in performing its obligations under this Interconnection Agreement (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.
- 22.4 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other Party of such cessation.
- 22.5 If as a result of a Force Majeure, the performance by the Party initially affected of its obligations under this Agreement is affected, such Party shall, subject to the provisions of clause **22.6**, perform those of its obligations not affected by a Force Majeure. In performing those of its obligations not affected by a Force Majeure, the Party initially affected by a Force Majeure shall deploy its resources such that (when taken together with other obligations to its Customers and Third Parties) there is no undue discrimination against the other Party.
- 22.6 To the extent that a Party is prevented as a result of a Force Majeure from providing all of the Services or facilities to be provided under this Interconnection Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

- 22.7 Following a Force Majeure Notification and if the effects of such Force Majeure continue for:
- (a) a continuous period of not more than 6 months from the date of the Force Majeure notification (whether or not notice of cessation has been given pursuant to clause **22.4**), any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
 - (b) a continuous period of 6 months or more from the date of the Force Majeure notification (and notice of cessation has not been given pursuant to clause **22.4**), the Party receiving the Force Majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the Force Majeure notification prior to the expiry of the 30 days notice. If this Agreement is not terminated in accordance with the provisions of this clause **22.7(b)**, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

23. LIMITATION OF LIABILITY

- 23.1 Unless otherwise provided under this Interconnection Agreement and subject to clause **24**, this clause **23** shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Interconnection Agreement and in relation to any act, omission or event relating to or arising out of this Interconnection Agreement.
- 23.2 Subject to clause **23.3**, if a Party is in breach of any of its obligations under this Interconnection Agreement to the other Party (excluding obligations arising under this Interconnection Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to Rs. 2,500,000 (Two Million and Five Hundred Thousand) for any one event or series of connected events and Rs. 5,000,000 (Five Million) for all events (connected or unconnected) in any period of 12 calendar months.
- 23.3 Subject to clause **23.4**, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach) for Consequential Loss.
- 23.4 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability arising thereof.
- 23.5 Each provision of this clause **23** is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 23.6 For the avoidance of doubt, neither Party shall be liable for any breach of this Interconnection Agreement caused by the delay or failure of any supplier to deliver equipment to that Party at the prescribed time.
- 23.7 To the extent that a Schedule contains a remedy in relation to the performance by a Party ("**Liable Party**") of an obligation under that Schedule, that remedy shall be the sole and

exclusive liability of the Liable Party, its affiliates, directors, employees, agents and contractors to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the Liable Party, its affiliates, directors, employees, agents and contractors in connection with the performance of that obligation.

24. INDEMNIFICATION

- 24.1 Each Party (“**Indemnifying Party**”) must indemnify and keep indemnified the other Party (“**Indemnified Party**”), its employees and agents against any loss (including consequential loss) which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a Third Party relating to the Indemnified Party’s supply of a Service to the Indemnifying Party or its use by the Indemnifying Party or any other person, or any delay or failure of the Indemnified Party to provide a Service other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this Interconnection Agreement by the Indemnified Party.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 Except as otherwise expressly provided in this Interconnection Agreement, all trade-marks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (“**Intellectual Property**”) shall remain in the ownership of the person creating or owning the same and nothing in this Interconnection Agreement shall confer or be deemed to confer on either Party any rights or licences in the Intellectual Property of the other Party or of any Third Party.
- 25.2 Neither Party shall be entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.
- 25.3 The Parties will negotiate arrangements (including in respect of title) concerning Intellectual Property jointly developed in the course of performing this Interconnection Agreement or otherwise in connection with this Interconnection Agreement.
- 25.4 Each Party (referred to in this clause as the “**Indemnifying Party**”) agrees, to indemnify, and keep indemnified the other Party against all liabilities or losses arising directly or indirectly from, and all reasonable costs, charges and expenses incurred in connection with any claim, action, suit or demand alleging infringement by the other Party of the rights of a Third Party arising from use by the other Party of Intellectual Property disclosed or licensed by the Indemnifying Party under this Interconnection Agreement. This indemnification shall represent the only remedy and form of compensation available to the other Party in relation to Intellectual Property licensed or disclosed by the Indemnifying Party under this Interconnection Agreement.
- 25.5 Each Party shall be responsible and liable for obtaining and maintaining in that Party’s name and at that Party’s expense all licences, permits, consents, waivers, authorizations and Intellectual Property or other rights required for the provision of any Service to that Party or the installation or the use of any equipment in conjunction therewith for the entire duration during which the Services are provided or made available to that Party. Each Party shall provide reasonable co-operation to the other Party, at the other Party’s cost, in relation to all licences, permits, consents, waivers, authorizations and Intellectual Property or other rights required to be obtained by the other Party under this clause.

26. CREDIT MANAGEMENT AND SECURITY DEPOSIT

- 26.1 The Parties agree that all payments due to other Party under this Interconnection Agreement shall be paid in good faith by the Due Date and no Party shall be required to provide security deposit / bank guarantee to the other Party without prior written approval of the Authority.

27. DISPUTES RESOLUTION

- 27.1 The dispute procedure specified in this clause shall not apply to disputes arising out of change of charge of any of the PTCL Services or to disputes relating to invoices which shall be dealt with in accordance with the relevant Schedule.
- 27.2 It is understood and agreed that the Parties shall carry out this Interconnection Agreement in the spirit of mutual co-operation and good faith and shall seek to resolve amicably any disputes arising between them.
- 27.3 During any period of dispute, before or until resolution, a Party, without prior approval of the Authority, shall not disrupt services being provided to the other Party, or take any other actions, that might materially and adversely affect that Party's service. Each Party will continue to fulfill its obligations under this Interconnection Agreement during the pendency of a dispute or any procedures.
- 27.4 The procedures set out as under are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this Interconnection Agreement including urgent interlocutory relief.
- 27.5 Any time limits or provisions contained herein may only be varied by agreement of the Parties.
- 27.6 Either Party (the "**Disputing Party**") may invoke the dispute procedure specified in this clause, and if it wishes so to do it shall send written notice of the Dispute to the other Party's commercial contact (the "**Disputed Party**"). The notice shall contain all relevant details including the nature and extent of the Dispute. The Disputed Party shall acknowledge the receipt of such notice of the Dispute within seven (7) Business Days. In the absence of acknowledgement from the Disputed Party within such timeframe, the Disputing Party may notify the Disputed Party that the notice has been deemed received.
- 27.7 Following notice under clause 27.6, the Parties shall consult in good faith to try to resolve the Dispute involving appropriate senior managers within fifteen (15) Business Days.
- 27.8 The Parties agree that all proceedings relating to Disputes Resolution shall take place at Islamabad.

28. ESCALATION PROCEDURES

- 28.1 If the Parties do not reach an agreement on an issue raised through correspondence within fifteen (15) Business Days, either Party may give ten (10) Business Days written notice to the other Party of its intention to escalate the issue and outlining the details of the issue. If the issue is not resolved prior to the expiry of the Notice Period, then either Party may notify the other Party that it wishes to refer the issue for discussion to a Co-ordination Committee established under clause 28.2.
- 28.2 In the event that a dispute is referred to a Co-ordination Committee under clause 28.1, the Parties shall promptly form a committee with an equal number of appropriate representatives from each Party ("**Co-ordination Committee**").

- 28.3 The Co-ordination Committee to which an issue has been raised will meet within ten (10) Business Days of the receipt by the other Party of a notice under clause **28.1**.
- 28.4 If the Co-ordination Committee has not resolved an issue within twenty (20) Business Days after it meets to review that issue under clause **28.3**:
- (a) either Party may refer the Dispute to the Authority, such dispute to be resolved in accordance with clause **29**; or
 - (b) the Parties by mutual agreement may refer the Dispute to arbitration, such arbitration to be conducted in accordance with clause **30**.
- 28.5 In the event of a reference to the Authority, both Parties shall compile a detailed dispute report, which shall include origin, nature, extent, issues and any proposals for resolution and make their respective reports available to the Authority and each other within 28 days of the referral.

29. REFERENCE TO AUTHORITY FOR DISPUTE RESOLUTION

- 29.1 The resolution of a dispute referred to the Authority will be conducted in accordance with the provisions of Interconnection Dispute Resolution Regulations, 2004, and be subject to any final binding resolution imposed on the Parties by the Authority.
- 29.2 If the Authority does not have the power under the Act or is unwilling to resolve the dispute, the Authority will refer the dispute back to the Co-ordination Committee, which may recommend reference of the case back to arbitration.

30. ARBITRATION

- 30.1 A dispute will only be referred to arbitration in accordance with the provisions of clauses **28** and **29** of the Interconnection Agreement. Each Party will pay its own costs of arbitration and one half of the costs of the umpire.
- 30.2 The arbitration proceedings shall be held in Islamabad, Pakistan. The procedure shall be that provided in the *Arbitration Act, 1940* and all subsequent amendments thereto.
- 30.3 Once a dispute is referred to arbitration, it may not be referred to conciliation.
- 30.4 The dispute shall be settled by arbitration by two (2) arbitrators, one (1) each to be appointed by each of the Parties. In case of disagreement among the arbitrators or if they are unable to resolve the matter within thirty (30) days thereafter, the matter will be referred to an umpire nominated by both Parties or their arbitrators. The arbitrators and umpire:
- (a) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the telecommunications industry and legal qualifications;
 - (b) need not be Pakistan citizens or residents; and
 - (c) will not be an officer, director, or employee of a telecommunications company or otherwise have a potential for conflict of interest.
- 30.5 If the Parties fail to appoint their arbitrator within fifteen (15) Business Days of referral of a dispute to arbitration or the parties/arbitrators fail to appoint umpire, the arbitrator or umpire is to be appointed by the Chairman of the Authority.

30.6 Every dispute referred to arbitration will be arbitrated separately such that time limits for each dispute are complied with.

30.7 The award given by the arbitrators or umpire will be binding on the Parties.

31. CONFIDENTIALITY

31.1 Subject to the following provisions of this clause **31**, a party receiving Confidential Information (the “**Receiving Party**”) shall keep in confidence the Confidential Information and will not (and will use its reasonable endeavours to ensure that its directors, employees, and professional advisers will not) disclose such information to any Third Party.

31.2 A Receiving Party shall exercise no lesser degree of care of Confidential Information than would a reasonable person with knowledge of the confidential nature of the information. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature.

31.3 A Receiving Party shall restrict disclosure of Confidential Information relating to the other Party to those persons who have a reasonable need to know. Confidential Information shall be used solely for the purposes for which it was disclosed.

31.4 A Receiving Party may disclose Confidential Information to an associated company, subject to the associated company undertaking to comply with obligations equivalent to these contained in this clause **31**.

31.5 A Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent undertaking in writing to comply with obligations equivalent to those contained in this clause **31**.

31.6 The following shall not constitute a breach of this clause **31**:

- (a) a disclosure authorized in writing by the Disclosing Party to the extent of that authority; or
- (b) a disclosure to an Emergency Organization; or
- (c) Publication of all or part of this Agreement or details of it pursuant to the PTCL License except in so far as Authority has consented to the exclusion of any matter pursuant to the PTCL License; or
- (d) a disclosure that is properly made pursuant to the Operator Licence or the PTCL Licence or relevant statutory or other regulatory obligation; or
- (e) a disclosure properly and reasonably made to Authority under clause **18**, or
- (f) a disclosure to an arbitrator, expert or any person appointed by the Parties for the resolution a Dispute; or
- (g) a disclosure to obtain or maintain any listing on any recognized stock exchange, subject to in the case of any disclosure specified in clauses **31.6(d)** to **31.6(f)** the Receiving Party informing the Disclosing Party as soon as reasonably practical, after such disclosure.

31.7 Unless otherwise agreed in writing, a Receiving Party shall not use the other Party’s Confidential Information to provide commercial advantage to its retail business.

32. INSURANCE

32.1 Unless required by applicable law, the Parties shall not be obliged to obtain any insurance.

33. CUSTOMER RELATIONSHIP

33.1 The Parties shall implement all matters agreed to in respect of Customer relationship and billing procedures as set out in **Schedule 12** on such terms and conditions as shall be consistent with the Authority's applicable principles and guidelines.

33.2 For the avoidance of doubt, the Parties acknowledge that each Party will be responsible for billing its own Customers for the services it provides to them, unless expressly agreed to the contrary.

33.3 Subject to clause **2.6** of **Schedule 12** of this Interconnection Agreement, the Parties acknowledge and agree that notwithstanding any failure by the Customer(s) of one Party to pay in respect of a Service, the Party having such Customer shall be liable to pay to the other Party in respect of the relevant charges for the Services supplied by the other Party under this Interconnection Agreement.

34. OPERATOR'S REPRESENTATIONS AND COMMUNICATIONS

34.1 Each Party may advise its customers that the PTCL Services are provided by the other Party to the first-mentioned Party, but the first-mentioned Party must not represent that the other Party participates in the provision of the first-mentioned Party's services.

34.2 Where a Party communicates with a Customer of either Party, such communications must not falsely attribute to the other Party:

- (a) blame for a fault or circumstance; or
- (b) the need for network maintenance or upgrade; or
- (c) the interruption or suspension of a service,

provided that this requirement does not permit the first-mentioned Party to engage in unethical, misleading or deceptive conduct.

34.3 Neither Party, its representatives and agents, may represent expressly, impliedly, or by omission or implication that:

- (a) it is approved by, an agent of, or affiliated with the other Party; or
- (b) in the case of the Operator, that it is PTCL, for example, by claiming it is "from PTCL" or, in the case of PTCL, that it is the Operator; or
- (c) it has a special relationship with the other Party or special pricing from the other Party; or
- (d) the services provided by it to customers are the other Party's services.

35. AMENDMENTS

35.1 This Interconnection Agreement will be automatically amended in accordance with any amendments approved or required by the Authority to the PTCL RIO from time to time.

- 35.2 The parities may mutually amend this Interconnection Agreement from time to time, subject to prior approval of the Authority.

36. ASSIGNMENT

- 36.1 This Interconnection Agreement is personal to the Parties and unless otherwise agreed in writing, and subject to this clause, no rights, benefits or obligations under this Interconnection Agreement may be assigned or transferred, in whole or in part.
- 36.2 Notwithstanding the foregoing, either Party may assign or transfer any or all of its rights under this Interconnection Agreement without the prior written consent of the other Party provided that such assignment shall not absolve the assigning Party of obligations accrued up to the date of assignment and provided further that the assignee has an LDI or LL license (as applicable) granted to under the Act.
- 36.3 No consent is required under clause **36** for an assignment of rights, benefits or obligations under this Interconnection Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network or to an associated company provided that such successor or associated company had a valid permission, licence, consent or concession granted to it to run the Network of the assigning Party.
- 36.4 The assigning Party shall give notice to the other Party of any assignment permitted to be made without the other Party's consent as soon as practicable. The other Party may require the assigning Party to provide reasonable assurance that the assigning Party will remain fully responsible for the performance of all obligations owed to the other Party under the Interconnection Agreement up to the date of assignment.

37. WAIVER

- 37.1 No failure on the part of either Party to exercise, and no delay on its part in exercising, any right, power, privilege or remedy under this Interconnection Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power privilege or remedy preclude any other or further exercise thereof under this Interconnection Agreement or the exercise of any other right or remedy. Subject to clause **23** and any other clauses of this Interconnection Agreement specifying an exclusive remedy, the rights and remedies provided in this Interconnection Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 37.2 Any effective waiver shall be effective only in the instance and for the purpose for which it is given. Any consent or waiver by a Party under any provision of this Interconnection Agreement must be in writing signed by the Party or Parties to be so bound. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

38. NOTICES

- 38.1 All notices, demands or other communications required or permitted to be given or made under or in connection with this Interconnection Agreement shall be in writing and shall be sufficiently given or made if:
- (a) delivered by hand, at the time of delivery; or
 - (b) sent by pre-paid registered post, on the third Business Day after posting; or

- (c) sent by legible facsimile transmission when receipt of such facsimile transmission is confirmed by the printing of a transmission report (a copy thereof shall be sent immediately thereafter by pre-paid registered post), addressed to the intended recipient at its address or facsimile number set out below. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this clause.

If to PTCL:

Pakistan Telecommunications Company Limited,
G-8/4 PTCL H/Q,
Islamabad Pakistan 44000
Attention: Chief Engineer (P&R) PTCL H/Qs Islamabad

If to the Operator:

[●]

- 38.2 A Party may notify the other Party to this Interconnection Agreement of a change to its name, relevant addressee, address or fax number for the purposes of clause **38.1** provided that such notification shall only be effective on:
- (a) the date specified in the notification as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given.

39. ENTIRE AGREEMENT

- 39.1 This Interconnection Agreement together with its Schedules contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this Interconnection Agreement

40. GOOD FAITH AND NON-EXCLUSIVITY

- 40.1 Each of the Parties agrees that it will act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this Interconnection Agreement.
- 40.2 Notwithstanding any provisions of this Interconnection Agreement, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar services.

41. SEVERABILITY

- 41.1 If any provision of this Interconnection Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this Interconnection Agreement, or the application of such provision to other situations or circumstances shall not be affected, and the Parties agree to amend this Interconnection Agreement to reflect the original intention of the Parties and/or the directions of the Authority (where applicable) to the extent permissible by such applicable law.

42. INDEPENDENT CONTRACTORS AND AGENCY

- 42.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this Interconnection Agreement and no action taken by the Parties' pursuant to this Interconnection Agreement shall constitute, or be deemed to constitute, between the Parties a partnership, agency, association, joint venture or other co-operative entity.
- 42.2 If either Party appoints an agent for the purposes of this Interconnection Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

43. GOVERNING LAW

- 43.1 This Interconnection Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with laws of Pakistan.

IN WITNESS whereof this Agreement has been entered into on the date first above written

Signed by
for and on behalf of **[OPERATOR]** in the
presence of:
SIGNED as an agreement.

SIGNED BY **[INSERT NAME OF SIGNATORY]**
As authorized signatory for
PTCL
In the presence of:

Signature of **[insert name of signatory]**

Signature of witness

Name of witness (print)

SIGNED BY **[INSERT NAME OF SIGNATORY]**
As authorized signatory for
[INSERT NAME OF COMPANY]
In the presence of:
