

Bilateral Prepaid SMS Agreement

THIS SMS AGREEMENT is made on DATE _____

By and between:

BWB Shpk registered at Bulevardi Zogu i Pare, “Qendra e Biznesit Tirana”, Kati 7, Ap.12, Tirane, Albania, having a VAT. Number: **L41730010L**, represented by director Mr.GJERGJI TAHO, *hereinafter referred as “BWB”*

and

_____, registered at _____, having a VAT. Number: _____, represented by director _____, *hereinafter referred as “Company”*

hereinafter individually referred to as "Party" and jointly referred to as "Parties

1. SUBJECT OF THE AGREEMENT

Whereas both Parties are telecommunication service operators and desire to use each other’s telecommunications networks for the purpose of conveyance of SMS-s to its recipient subscribers in accordance with the terms and conditions set out in this Agreement.

2. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following definitions shall apply:

- “*Agreement*” means this SMS Agreement, the Addendums and Schedules set forth in this SMS Agreement, attached hereto and made a part hereof, and any subsequent Addendums and Schedules executed by the Parties, as such may be amended from time to time by written documents between the Parties;
- “*Term*” means the duration of this Agreement.
- “*Applicable Law*” means the law applicable within the country to where Content is being transmitted;
- “*Content*” means any information, data, or messages by or on behalf of either Party, any Third Party, or the End-User using that Party’s Services for transmission by the other Party to the Network Operator;
- “*Chargeable Event*” means SMS sent by one Party to the other which is subject to Successful Submit by the receiving Party to destination Network Operator;
- “*Services*” means mobile infrastructure services and/or other services provided by either Party as expressly described hereof operated for distributing or sending other Party’s content to End-Users, and each Service Addenda attached hereto or mutually executed by the Parties.;
- “*End-User*” means any physical person who will receive the Services;
- “*Successful Submit*” means acceptance and validation of the SMS sent by one Party to the other before its submission for onward routing. Receiving Party will return Successful Submit to the sending Party to register SMS has been successfully submitted for routing. SMS which do not pass receiving Party’s validation tests are rejected and error message returned to the sending Party and SMS not charged
- “*SMS*” means the short text message sent to and from telephones whose text comprises words or numbers or an alphanumeric combination up to one hundred and sixty (160) characters or up to seventy (70) characters if containing one or more Unicode Characters;
- “*Network Operator*” means any company operating a GSM-based mobile telephony network, offering mobile telephony services to its subscriber base;
- “*Third Party Provider*” means any Third Party that has entered into an agreement with either Party to provide any or all of that Party’s Services.

3. LIABILITIES OF THE PARTIES

3.1 Each Party represents and warrants that: (i) it shall comply, and shall procure the compliance of any of its agents, subcontractors, Third Party Providers or Affiliates who utilize the Services, with the terms of this Agreement and (ii) it shall not use Services in a way which is fraudulent, unlawful or unauthorized.

3.2 Either Party shall provide any governmental or other relevant state authority or the other Party with any requested information or material in order to carry out any investigation in connection with (i) the Services or (ii) the relationship between the Parties or towards a Third Party Provider.

BWB Sh.P.K

Njesia Bashkiake Nr. 9, Bul.Zogu i Pare, QBT, Kati 7, Ap.12, TIRANA - Albania
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VAT NUMBER L41730010L



3.3 Parties will provide all reasonable assistance, including providing copies of relevant documentation, books and records, confirming the other Party's compliance with any requirements or conditions which are at any time imposed by any Governmental Body and which are applicable to or affect the Services or Content of either Party.

3.4 Each Party shall be solely responsible for its Third Party Providers and subcontractors and their compliance with the terms of this Agreement. Each Party agree that it shall not be responsible for making any payments to any (i) Third Party Provider of the other Party; or (ii) subcontractor of the other Party.

3.5 Each party represents and warrants Services and/or Content shall not contain information which is unsolicited, offensive, threatening or abusive or which otherwise is of criminal or unethical nature according to the Applicable Law(s). Each Party shall not be liable for any damages, including any consequential loss, incurred by the other Party because of any contravention with this Section 3.

4. PRICING AND NOTIFICATIONS

4.1 The price per each Chargeable Event provided by one Party to the other Party should be in **EUR/USD** currency.

4.2 The price per each Chargeable Event provided by one Party to the other Party is as defined in the price list which will be sent to the other Party via email.

If sent to BWB, the following e-mail address shall be used: smsrates@bwbalkans.al

If sent to Company, the following e-mail address shall be used: [REDACTED]

4.3 Any changes in price shall be communicated to the other Party. In case the other Party does not agree with the proposed changes, this Agreement can be terminated.

4.4 The price changes will be made effective from an official **IMMEDIATE** written notice via email and supersedes the previous price, at least that the other Party decides to terminate the Agreement within the said forewarning after the receipt of the Price Changes Notice.

4.5 Billing period is based on **GMT +0 time**.

4.6 Before the commercial launch, the parties shall provide each other with the list of chargeable and not chargeable system responses, which shall enable the party sending SMS-s ("Sending Party") to track the status of the SMS-s sent and to have an insight into their chargeability.

4.7 Once the system of the party receiving SMS-s ("Receiving Party") detects the SMS being sent by the Sending Party, it shall send to the Sending Party the unique identifier of each SMS that reached the Receiving Party's system, i.e. messageID (should the Receiving Party's system support this feature). If referenced messageID is not sent, system response should be sent instead. SMS shall be charged only in case respective system response is shown as chargeable in the list provided to the Sending Party. In cases where the system does not send the system response to the Sending Party, the SMS shall be considered as not detected by the Receiving Party's system and as such not chargeable.

5. TERMS OF PAYMENT

5.1 The SMS services provided by the Parties to each other, should be due upon the end of each billing period according to the conditions set out herein.

5.2 The billing period's duration is **7 (seven)** days and at the end of it, the Supplying-Party issues the related invoice.

5.3 BWB shall send invoice to the Company via the following e-mail address: [REDACTED] for SMS Services provided as set forth in this agreement.

5.4 Company shall send invoice to BWB via the following e-mail address: smsbilling@bwbalkans.al for SMS Services provided as set forth in this agreement.

5.5 The Client-Party shall prepay for the services by wire transfer, in the account number provided by the Supplying-Party. All the relevant bank fees shall be borne by the Client-Party. The Supplying-Party shall receive in their bank account the total amount due without any deduction.

5.6 Either Party should provide reports and billing records for verification purpose, upon another Party's request.

5.7 In case the money wired by the Client-Party did not reach the Supplying-Party account due to:

- incorrect or incomplete specifying of the company or the bank name of the Supplying-Party;
- incorrect or incomplete specifying of the company or the bank address of the Supplying-Party;
- incorrect or incomplete specifying of the bank account number of the Supplying-Party;
- other inaccuracies and inadvertencies executed by the Client-Party while paying the invoice,

all the relevant expenses arising from the clarification and banking investigations of the money receipt to the Supplying-Party are covered by the Client's Party.

5.6 Payment shall not be deemed to be made until funds have cleared to the receiving party's account.

5.7 All pricing for the Services and other charges due hereunder are exclusive of all applicable taxes, including value added tax, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority. Both parties shall issue tax excluded invoices.

5.8 Each Party is liable to send quarterly before the 10th date of the month following the accounting period the balance that must be verified and signed by the other Party if agree. Should either Party disagree with the balance data received from another Party the Parties should make any effort to reveal and eliminate the dispute's reasons. The balance signed by the Parties has the legal force of the Appendix to the Agreement and

becomes hence the official document confirming the volume of the mutual liabilities of the Parties. The balance signed by the Parties is not a subject for further disputes.

5.9 Bank details for BWB SHPK:

Beneficiary's Name: BWB SHPK

Beneficiary's Address: Bulevardi Zogu i Pare, "Qendra e Biznesit Tirana", Kati 7, Ap.12, Tirane, Albania

IBAN EUR: PL80105010121000009031203467

IBAN USD: PL98105010121000002430273215

Bank name: ING Bank Śląski S.A

Bank address: Ul.Malczewskiego 45, 02-622 Warszawa, Poland

SWIFT/BIC: INGBPLPW

Bank details for Company:

Beneficiary's Name:

Beneficiary's Address:

IBAN EUR:

IBAN USD:

Bank name:

Bank address:

SWIFT/BIC:

5.10 Each Party is liable for the accuracy of the provided bank details and is obliged to inform via official letter (signed and stamped) the other Party in case of any changes.

5.11 Each Party reserves the right to request copies of basic financial Statements of the other Party. If requested by a Party, the other Party shall provide said requested financial statements within seven (7) business days of the date of such request.

6. BILLING DISPUTES

- 6.1 Each Party is powered to initiate the appointment of the authorized representatives to define the reason of the discrepancies and eliminate it according to the appropriate appointment procedure of the Parties.
2. In case the calculation disagreement for the SMS Services provided, according to the Client-Party data, **is less than 1%** of invoice amount received, then the invoice should be paid within the period stated in the 5.4 item of the Agreement. In this case invoice amount cannot be subject for dispute. The Client-Party loses its right to dispute the invoice.
 3. In case the calculation disagreement for the SMS Services provided, according to the Client-Party data, **is more than 1%** of invoice amount received, then the invoice should be paid by deducting the dispute sum. In this case invoice amount can be subject for dispute and the Client-Party should open it by sending a written notification to the Supplying-Party, requiring information about the dispute reason and amount.
 4. In case of the discrepancies due to the rates increase where the Supplying-Party has not received the relevant codes confirmation from the Client-Party, the discrepancy is being deemed as occurred on the Supplying-Party fault and is not subject to the dispute.
 5. The Client-Party that disputes in good faith the appropriateness of any data included in an invoice from the Supplying-Party must notify the Supplying-Party in writing of the disputed charge within 10 (ten) days from the invoice issued date and provide the following documentation in order to resolve the dispute:
 - disputed destinations (route description);
 - amount of total dispute;
 - dispute type (rate or code);
 6. If the Client-Party, which opened the dispute, didn't provide any confirmative documentation within **30 days** from the invoice issued date, the dispute is to be closed in favor of Supplying-Party.
 7. Failure to contest a charge within 10 (ten) days of the invoice date will create an irrefutable presumption of the correctness of the charge and its approval by the Supplying-Party. In that case the disagreeing Party shall waive its right to dispute that invoice.
 8. Should the Parties fail to resolve the dispute in amicable way it must be ultimately resolved according to the Section 11 of the Agreement
 9. Either Party reserves the rights to suspend traffic when a dispute is reported.

7. SUSPENSION OF SERVICES

- 7.1 Each Party may suspend the rendering of any or all of the Services in the event that:
- It is obliged or advised to comply with an order, instruction, directive or request of a governmental or other relevant state authority or Network Operator;
 - It becomes aware of any potential breach of terms of this Agreement or any misuse of Services;
 - One or more of the Network Operators upon which the provision of Services hereunder is dependent suspends its provision of those services to that Party.
- 7.2 Where a Party determines in its discretion it is practicable to do so, then it shall put into effect any such suspension only in respect of those Services which are affected by the matters referred to in this Section 7.
- 7.3 Each Party and the Network Operators shall have the right (but not the obligation) to access and review the Content of the other Party transmitted through the Services of the first Party - provided that the Parties acknowledge and agree that each Party has no obligation to review or filter such content - solely as necessary to identify a potential breach of the terms of this Agreement and the Service Addenda. To the extent that one Party discovers an actual or potential breach, it may suspend its Services to the other Party for as long as it deems necessary, in its sole discretion, to ensure compliance by the other Party.
- 7.4 Parties shall reinstate the suspended Services as soon as the cause for such suspension has been remedied.

8. PROPERTY OF THE PARTIES

The Parties confirm that the present Agreement does not break the existing rights of property to the equipment, materials and communication services and other property of the Parties as well as the copyright and the allied rights to the appropriate objects.

9. RELATIONSHIP OF THE PARTIES

1. The Parties declare that none of the Parties is considered to be the agent of the other Party, and none of the Parties has the right to assume or otherwise create the obligations of any sort expressed or meant on behalf of other Party of the present Agreement excepting the cases that are directly determined under the Agreement or its appendixes. This Agreement does not create a joint venture.
2. The employees of one Party are not considered as the employees of the other Party under the Agreement. The Parties also declare that each of them independently carries out the insurance against usual and extreme risks connected with the Agreement participation. The parties assume the risk of damage or loss of their equipment.
3. The Parties are obliged to treat each other's property carefully and to observe the property interests of each other.
4. All the amendments and supplements to this Agreement agreed by the Parties constitute its integral part.

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5. Each Party will do their best for its clients and partners behave so that it doesn't influence the work of clients and partners of the other Party and according to the standard safety rules and
6. Each Party has right to protect its technical resources and their clients' resources.
7. The Parties agreed to cooperate on the technical matters so to provide their clients' with the efficient network operation. Each Party will provide its representatives for the technical, administrative and settlement matters.

10. CONFIDENTIALTY

Each Party shall treat all material and information, including this Agreement, which is disclosed by the other Party in order to perform its obligations under this Agreement, as confidential.

The Parties shall not disclose such confidential information to a third party without a prior written consent of the other Party. Confidentiality obligations shall not apply to the use or disclosure of information in accordance with the order of a court of competent jurisdiction or the purposes of compliance with any relevant laws.

The obligations described in this Section shall survive the termination of this Agreement for a period of 5 (five) years.

11. FORCE-MAJEURE

The Parties are not liable for any delay of the Agreement performance as well as for any loss, damage, claims and other expenses occurred due to the circumstances or reasons that are out of the Parties' control. The said circumstances and reasons include: war (including civil), revolts, sabotage, embargo, fire, flood or other Act of God, explosions, acts or inactions of government of Great Britain or other governments, strikes. The Parties immediately notify each other in written about any Force-majeure circumstances detaining or otherwise preventing performance of the present Agreement. If Force-Majeure circumstances frustrate or prevent the Parties from its obligations performance that lasts longer than 180 (one hundred eighty) days, either Party may dissolve solely the Agreement by notifying the other party in written 30 days prior to the proposed dissolution date.

12. DISPUTES SETTLEMENT

This Agreement is made up and executed by the Parties according to the laws of [REDACTED].

Any disputes or discrepancies which may arise out of or in connection with the Agreement execution or non-execution by the Party (Parties) shall be settled amicably by means of negotiations between the Managers of the Parties who have signed the Agreement or by their authorized representatives. If the Parties fail to agree upon a disputable matter the dispute shall be considered by [REDACTED] Court. The Agreement is made up in two copies, one for each Party. Both copies having equal legal force.

13. CONTRACT DISSOLUTION

At the conclusion of the present Agreement each Party relies on the ownership of the other Party and the existing licenses. In case of changes or expected changes in the licensing or ownership affecting the present Agreement the Parties inform each other in written not later than 30 (thirty) days before the case. The changes in the ownership or any company management restructuring give no right to cancel the present Agreement. Any Party may dissolve this Agreement in advance with the 30 days in advance written notice. The dissolution of this Agreement does not set either Party free from its obligations for the provided service payment. Upon dissolution of this Agreement the Parties are obliged to pay all balances due from the last payment moment to the Agreement dissolution moment.

14. CONTRACT TIME

This Agreement shall become effective on the date of its signature and shall continue in full force thereafter until terminated by either Party giving not less than 30 (thirty) days written notice of termination to the other Party at any time.

The Agreement is valid for **1 (one) year** from the date of signing by both Parties and will be automatically renewed on expiry date.



**BEST
WAY
TO
BALKANS**

15. ANNEXES

This schedule of annexes is subject to the terms and conditions of the Agreement:

Annex 1	Service description
Annex 2	Escalation list of Companies

Company:

Name: _____

Position: _____

Date: _____

BWB Sh.p.k:

Name: GJERGJI TAHO

Position: Director

Date:

NIPT: L 41730010 L
Albania

BWB Sh.P.K

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BWBALKANS.AL

Annex 1: Service description

Services (as defined in the Agreement) features a solution that will enable Parties to deliver mobile terminated SMS to multiple mobile networks worldwide through the Platform.

Services include:

- a) Connectivity between both Parties' information system and the Platform;
- b) Configuration of the Platform to receive SMS traffic generated by Parties and the handling and routing of such SMS traffic to available Network Operators;
- c) Billing of such SMS traffic processed by each Party; and
- d) Technical support.

In the provision of the Services, and in addition to the provisions set forth under the Agreement, Parties shall:

- a) Ensure that connectivity between the other Party's information system and the Platform is tested and operational;
- b) Route SMS traffic generated by the other Party to available Network Operators;
- c) Invoice the other Party for all Charges (as defined in the Agreement) relative to the provision of the Services;
- d) Manage all contractual relationships with Network Operators to ensure the operability of the Services; and
- e) Provide technical support 24 hours x 7 days x 365 days per year.

Without prejudice to the obligations of the Parties they further undertake to:

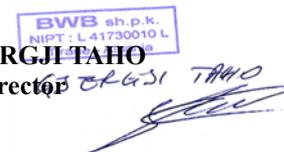
- a) Provide all the configuration information through the proper completion of all technical forms;
- b) Ensure that its own information systems are properly configured to route SMS traffic to the Platform;
- c) Fulfil all its payment obligations as set out in the Agreement.

Company:

Name: _____
Position: _____
Date: _____

BWB Sh.p.k:

Name: **GJERGJI TAHO**
Position: **Director**
Date: _____



Annex 2: Escalation list of Companies

Company name:	BWB SHPK	COMPANY
Director:	GJERGJI TAHO	
Legal address:	Bulevardi Zogu i Pare, "Qendra e Biznesit Tirana", Kati 7, Ap.12, Tirane, Albania	
VAT No.	L41730010L	
General E-mail:	smssales@bwbalkans.al	
Web Page:	https://bwbalkans.al/	
CONTACT PERSON / MANAGER		
Name:	GJERGJI TAHO	
Office Phone:	+355 68 40 00 524	
E-mail:	gjergjitaho@bwbalkans.al	
FINANCE / BILLING		
Name:	REXHINA CIKO ADRIANA HASANDOCI	
Billing E-mail:	smsbilling@bwbalkans.al	
SALES		
Name:	SMS Sales Department	
Sales E-mail:	smssales@bwbalkans.al	
RATES		
Name:	SMS Rates Department	
Rates E-mail:	smsrates@bwbalkans.al	
NOC / DISPUTE		
Name:	LEDJO KANANAJ	
E-mail:	smsnoc@bwbalkans.al	

Company:

Name: _____
 Position: _____
 Date: _____

BWB Sh.p.k:

Name: **GJERGJI TAHO**
 Position: **Director**
 Date: _____



BWB Sh.P.K

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