

SERVICE CONTRACT

THIS AGREEMENT IS ENTERED INTO ON THIS _____ DAY OF _____, 2011,

BETWEEN:

RedLink Communications Co., Ltd. a company incorporated within the Union of Myanmar, and with a principle address at No. 20 (B), Myayeiknyo Royal Hotel, Bahan Township, Yangon, Union of Myanmar, (hereinafter referred to as "RL"),

AND

THE CUSTOMER:

Name: _____ and bearing,
NRC No / Passport No: _____ and with a,
Principle address at, _____

Hereinafter referred to as "you" or "your",

WHEREAS, RL has accepted the Service Plan from the customer for Internet Access and related services ("The Service") and

WHEREAS, the customer hereby acknowledges that they have read, understood and agree to be bound by all the Terms and Conditions of the 'Service Plan' and the 'Service Contract' and the 'Acceptable Use Policy(s)' and agrees to refer on a regular basis to the www.yatanarpon.net.mm or www.redlink.net.mm website to review any binding changes that may or may not be made to said documents.

NOW, THEREFORE in consideration of the mutual obligations set forth, it is agreed by the customer as follows,

1. THE AGREEMENT

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Service Plan, the Service Contract and the Acceptable Use Policy, that collectively constitute the Agreement.

2. THE SUBSCRIPTION PERIOD

The Minimum Subscription period is twelve (12) Months from the date of signing of this agreement. After the initial Term, Service shall be deemed to automatically renew for the successive annual period unless YOU provide written notice of Termination, not less than thirty (30) days in advance of the renewal date.

3. FEES AND PAYMENT TERMS

- I. For the consideration of the provision of the Service, the payments shall be subject to Your requested option as set forth in Your Service Plan.
- II. Charges for Service(s) may be modified by RL with thirty(30) days notice made available to You by e-mail and posted on the RL or YTP Website.
- III. All the payments contained in this Agreement including a prorated fee for the first month, and subsequent monthly fees for the Service and for additional Services charged (if any) shall be paid on or before the due date set forth in the Invoice.
- IV. Invoices that have not been paid by the due date as set forth on Your Invoice shall be considered delinquent and may be charged a late payment fee on the unpaid balance of one and one-half percent (1.5%) per month.
- V. Delinquent accounts will be subject to an immediate suspension or termination of Service at the sole discretion of RL. In the event of suspension or termination, all charges (including Early Termination Fee) shall become immediately due and owing together with any costs of collection incurred by RL. RL shall be at liberty to pursue all rights and remedies in accordance with the law of the Union Of Myanmar to collect all unpaid amounts owing to RL.
- VI. The re-establishment of Service suspended or terminated for delinquency shall be subject to the payment of due amount in full and a reconnection fee of FEC 10.
- VII. RL reserve the right to request a deposit from customers with a Payment History that includes three (3) late payments within any twelve (12) month period.
- VIII. In the event of an interruption to the Service that continues for the period of forty eight (48) hours or more, a credit allowance may be made at Your request for an amount not to exceed the prorated monthly charges for Your Service for the affected period; provided that the interruption to the Service is due to RL. No credit allowance will be made for faults related to NEITHER, Your act or omission whether negligent or

- otherwise, NOR, for interruptions caused by failure of any Equipment NOT supplied by RL, nor for equipment provided by RL but NOT under warranty as per the terms of the Equipment Plan, NOR for interruptions caused by failures to infrastructure, equipment or services not operated by RL.
- IX. All payments made to RL must be in the same currency as stated in the pricing schedule.

4. YATANARPON TELEPORT'S RESPONSIBILITIES

RL shall:

- I. Provide You with Internet Access and related services, ("the Service") on an "As Is" and 'As Available Basis' without warranties of any kind;
- II. Provide customer care support from 9:00 am until 5:00 pm, Monday through Friday, for performance and operational issues related to the RL network;
- III. RL is under no obligation to monitor the Service, but RL may do so from time to time. RL may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect RL's property or legal interests and those of its subscribers;
- IV. Cooperate fully with investigations of possible illegal activity or violation of systems or network security at other sites;
- V. Provide all necessary licenses required for the provision of the Service [additional fees might be applied depending on the service provided];
- VI. Supply additional Services subject to existing technical and operational feasibility;

5. YOUR RESPONSIBILITIES

You agree that You:

- I. Shall use the Service in a manner prohibited by any law or local law or regulation and shall abide by RL's Acceptable Use Policy that governs Your activities in connection with the Service;
- II. Accept, that there are materials and content on the Internet or otherwise accessible through the Service which may not be in compliance with all laws, and local laws and regulations, and which may be sexually explicit, offensive, or otherwise objectionable to you. RL assumes no responsibility for the content or materials contained on the Internet or that is otherwise available through the Service. You agree that you access such materials at your own risk;
- III. Shall pay the Service charges on or before the due date set forth in the Invoice;
- IV. Shall be liable for an early termination fee upon Your option to terminate this Agreement neither these Terms nor any of Your or RL's rights, interests, or obligations may be assigned or delegated without the prior written consent of RL.
- V. Shall be solely responsible for backing up your existing data, and that RL will not be liable for any loss or corruption of said data;
- VI. Acknowledge that any IP addresses that RL assigns to you are considered loaned, and not transferred or sold. Such IP addresses will revert back to RL upon the termination of your Service for any reason.
- VII. Shall NOT under any circumstances transfer your account to another person or company, and acknowledge that in the event that an account is transferred it shall be immediately terminated.
- VIII. Shall not resell the service or provide the service to any other individual or company.
- IX. Customer shall have full responsibility or full obligations hereunder, provided that is directly caused by Force-Majeure circumstances.

6. QUALITY OF SERVICE

You acknowledge that the quality of service may be affected by conditions beyond the control of RL, including atmospheric, geographic, or topographic conditions, or poor phone line quality or commercial power problems. RL does not guarantee that there will not be any interruptions in service. Although security measures are employed, RL cannot guarantee the security of data transmission or storage.

7. TERMINATION / EARLY TERMINATION FEE

- I. You may terminate the Service at the end of the Initial Term or at any time during the renewal terms by providing not less than thirty (30) days written notice to RL.
- II. If You terminate Your Service or Your Service is terminated by RL for any violation of the Agreement prior to the end of the Initial Term, You will be liable for an early termination fee equal to the monthly recurring charges times the number of months remaining on the Initial Term, or such other early termination fee as may be specified in Your Service Plan.
- III. RL reserve the right to Terminate your account for any reason outwith the terms and conditions of the Agreement. In the event of such Termination no Penalty or other charges will be imposed on You.

8. AMMENDMENTS

RL may amend the Terms and Conditions of Your Agreement at any time upon thirty (30) days notice by e-mail and by announcement on the RL website. If you do not agree to an Amendment that is materially disadvantageous to you, you may terminate this Agreement by providing RL with written notice up to the date of implementation of the Amendment without penalty. Failure to provide notice within the specified time shall signify your agreement to the Amendment.

9. COMPLAINT RESOLUTION/NOTICES.

In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact RL at (01) 551162 ~ 64, 401081 ~ 82. E-mailed notices to you will be effective three (3) days following the date sent to your email address as kept in our files. Written notice to RL will be effective when directed to RL's Customer Care Department and received at the address listed on the back of your invoice. Your notice must specify your account details. Oral notices will not be accepted.

10. INDEMNIFICATION.

You will defend, indemnify, and hold RL and its directors, officers, employees, agents, and shareholders and any other service provider harmless against any and all claims, losses, damages, and liabilities sustained by RL resulting from, arising out of, or connected with any breach or non-fulfillment of any representation, warranty, or covenant set forth in this Agreement or from your use of the Equipment or the Service. You also agree to pay our reasonable attorneys' and expert witness fees and costs incurred in enforcing this Agreement through any appeal. This paragraph will survive termination of this Agreement for any reason.

11. ASSIGNMENT AND SUCCESSORS IN INTEREST.

All of the Terms will be binding upon, inure to the benefit of, and be enforceable by your respective successors and permitted assigns. Except as specifically stated herein, neither these Terms nor any of your or RL's rights, interests, or obligations may be assigned or delegated without the prior written consent of RL. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, RL may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

This Agreement, including the Application Form, the Terms, your Service Plan, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and Equipment and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appeal able judgment that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect.

12. LANGUAGE

This agreement was first written in English Language and was then translated to Myanmar Language. In the event of a dispute arising from a discrepancy(s) in the Myanmar translation of this agreement, it is accepted that the wording as set forth in this, the English Language version of the Agreement, shall prevail.

13. ARBITRATION.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE UNION OF MYANMAR. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH SECTION 1 ABOVE) WILL BE SETTLED BY ARBITRATION USING THE COMMERCIAL RULES OF THE MYANMAR ARBITRATION ASSOCIATION OR SIMILAR AUTHORITY THEN IN EFFECT. THE PLACE FOR ARBITRATION WILL BE YANGON. ONE (1) ARBITRATOR SELECTED BY MUTUAL AGREEMENT WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. YOU AND YTP WILL EACH BEAR YOUR OWN EXPENSES, INCLUDING LAWYER'S FEES, EXCEPT THAT WE WILL EQUALLY SHARE THE EXPENSES OF THE ARBITRATOR. THIS DUTY TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY RL.

Noted and agreed:

Signature: _____
(The Customer)