

## Agreement

The following Agreement is between:

.....  
(address as above)

Georgian National Communications  
Commission (GNCC)  
Ketevan Tsamebuli Ave/  
Bochorma Street 50/18  
Tbilisi 0144  
Georgia

### AGREEMENT FOR CI REGULATORY INFORMATION SERVICES

#### A. Service description & deliverables

The service provided by "....." to GNCC under this agreement comprises regular, relevant, timely, information at strategic level. The means whereby the service is provided are described below.

Deliverables:

##### 1. EU level Telecommunications

The service monitors developments in telecommunications regulation under the responsibility of the European Union institutions (European Commission, European Parliament, Council, Court of Justice) and associated committees and advisory groups (Communications Committee, Radio Spectrum Committee, Body of European Regulators for Electronic Communications and Radio Spectrum Policy Group).

The service follows the implementation of the EU electronic communications regulatory framework and the application of competition law in the telecommunications sector.

The service deliverables are:

- Flash messages - News alerts summarising recent EU level telecommunications regulatory developments. Issued shortly after the event has occurred.
- Regulatory reports - Comprehensive analysis of recent developments in telecommunications regulation at the EU level. Issued ten times per year.
- Trackers - A set of tables providing an overview and tracking the current status of the main EU initiatives that affect telecommunications. Updated every month (except in August).
- Market analysis database - Database of market analysis notifications received by the European Commission from national regulatory authorities under EU framework with summaries of notifications by CI. Can be accessed by country or relevant market. Updated every month.

##### 2. Western Europe Telecommunications

The service monitors developments in telecommunications in 17 Western European countries:

- Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and UK.

The service deliverables are:

- WE Telecom Updates - Reports on key developments in telecommunications regulation in Countries..... Issued ten times per year.
- Cross-Country Analysis - Comparative tables benchmarking specific regulatory topics in the countries~~~~~. Updated four times per year.



- Regulatory enquiries

The subscription also includes an enquiry service whereby " " at no additional charges will respond to client question which satisfies the following conditions:

1. it must be precise and, if requested by " ", expressed in written form;
2. the information required must fall within the scope of the subject areas covered in " 's regulatory reports as described above;
3. the information required must be of potential interest to more than one " client (rather than being specific to one company or organisation).

Limitations

" reserves the right to refuse any enquiry request that it considers unreasonable or that might create a situation where concerns could be raised about the robustness or impartiality of the analysis. In particular, " does not provide any information comparing prices in "real terms". The calculation of such prices is complex and can, in certain circumstances, lead to ambiguous or misleading interpretations of the data. " wishes in particular to avoid situations where media reporting of such price comparisons might lead to concerns about the robustness or impartiality of the analysis.

The enquiry service covers factual queries only.

" does not provide any legal or commercial advice.

NB. Every effort will be made to provide a response which is both accurate and precise within a reasonable number of days to be agreed on jointly, depending on the difficulty of the question. However, no guarantees are possible in this regard nor should any be assumed to be given under this contract.

8. Periodicity and distribution methods

" has the right to change the periodicity or distribution methods of its deliverables under reasonable limits, subject to prior notice.

B. Access to website and email notifications

- GNCC users can have access to the client area of " 's website where current and past deliverables for the " services subscribed to are available. Client users can be notified by email that new publications are available on the website.
- GNCC should designate a person in charge of website access. This person will be authorised to manage user IDs and passwords for all client users through a simple online procedure.
- " requires that all users have a personal login and requires a list of current users to be maintained and updated whenever there is change in the list of users. As soon as a user leaves the company, their login must be removed by GNCC.

C. Contract charges and payment conditions

- Payment will be made 8 times (*Conditional Quarter*) during 24 month, therefore purchaser is responsible to pay for service Quarterly (every 3 month) until 10<sup>th</sup> of next month based on service acceptance document signed from both sides or based on Invoice from supplier or based on relevant document proving the performance of service for the given period.

**Pre-Payment (Advance payment).**

- Purchaser is obliged to make Advance payment for service based on equal amount of unconditional and irrevocable bank guarantee represented by supplier. Payment will be made 8 times (*Conditional Quarter*) during 24 month, therefore purchaser is responsible to pay for service at the beginning of every Quarter (Every 3 three month), by the end of each quarter supplier should provide Invoice of service for the given period.

- If the Supplier wishes to receive advance payment equal amount unconditional and irrevocable bank guarantee should be represented to purchaser (Beneficiary) no more than 20 days after contract award date. If the bidder doesn't represent bank guarantee for the given period prepayment method is not applicable.
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- price list for the services to be provided as described in A above is euro 000000000 excluding any withholding taxes in the country of GNCC (client) payable-----  
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- The client shall, on request of " ", provide within 15 days, all requested information necessary for the issue of the invoices, such as the number of the purchase order, etc.
- All invoices are payable in total, for the amount invoiced including the taxes stated on each invoice. No withholding for tax or administrative reasons will be accepted. " " will endeavour to provide GNCC with tax documents if needed and on request.
- Without prejudice of the right of " " to suspend and/or terminate this Agreement for cause as per clause F, in case of non-payment of any invoice within 30 days following its due date, the client shall be liable, by right and without prior notice of default, for delay interest at the rate provided in the Georgian law implementing Directive combating late payments in commercial transactions. Moreover, any invoice unpaid within 30 days following its due date shall result in the debiting, by right and without notice of default, of a lump-sum indemnity amounting to 10% of the invoiced amount with a minimum of € 100.

#### D. Confidentiality

- All " " reports, cross-country tables, tracking tools etc., are subject to normal copyright conditions with the one exception that they may be copied or distributed by GNCC as necessary solely for its own use and made available electronically solely on its own network and sites within the same country for its own use. Every authorised copy shall include the copyright notice. Any other use or copy is subject to prior written authorisation from " ". The information contained in these reports, cross-country tables, tracking tools etc., is for the client's own use and may not be disclosed to any third party. It shall be treated with a high level of confidentiality, in the same way as the client protects its own confidential information (appropriate labels, restricted access, passwords, etc.).
- " " will, on its part, maintain in the strictest confidence any documentation or information of any other kind supplied by GNCC which relates to the affairs of GNCC. However, " " reserves the right to cite GNCC's name or logo as reference client.

#### E. Term

- The initial period covered by this Agreement is from 000 00000 2000 to 0000 200000. Without prejudice to the rights of the parties to terminate the contract (see F.), the contract may be renewed after this date, provided a written confirmation is given by both parts.

#### F. Suspension - Termination

- This Agreement can be terminated by either party, without giving a reason or without legal intervention, by providing the other party with 30 days written notice of this intention. " " will, in these circumstances, reimburse GNCC on a pro rata basis for the service for which payment has been made but which is not to be provided.
- Without prejudice of Article C, in case of non-payment of any invoice, the provision of the service from " " shall be suspended by right and without notice. By lack of payment of any invoice within 60 days following its due date, this Agreement can be terminated by " " for cause and with immediate effect by providing the client with a written termination notice.

G. Warranties

- " " will employ reasonable care to ensure that the deliverables provided to GNCC under this agreement are accurate and timely. It is understood by the parties to this agreement that " " will not be held liable in any manner for any direct, indirect or consequential damages resulting from any actions or decisions taken or omitted by GNCC in respect of or in reliance upon the content of these deliverables.
- " " will also employ reasonable care to ensure that although the provision of the service under this agreement also depends on the provision of technical services by third parties (hosting of the website, services provided in the Cloud in SaaS or PaaS, etc.), the service will not be interrupted or suspended. It is agreed by the parties that, to the extent admitted by the applicable law, " " will not be held liable in any manner for any direct, indirect or consequential damages resulting from suspension or interruption of the service for causes beyond its reasonable control and due, in particular, to the actions or decisions taken or omitted by technical service providers that are not party to the present agreement.

H. General

- No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by the parties to this Agreement.
- This agreement shall be governed exclusively by Belgian law and, in case of a dispute shall be subject to the exclusive jurisdiction of Georgia.

For:  
" " SA

For:  
GNCC

By:  
.....

By:  
.....

Date:

Original signatures, photocopies or facsimiles are equally acceptable

Date: