



Anjou, le 26 septembre 2005

Madame Diane Rhéaume
Secrétaire générale
Conseil de la radiodiffusion et
des télécommunications canadiennes
Ottawa, Ontario
K1A 0N2

Objet : Entente Télébec, Limited partnership – Primus Telecommunications Canada Inc.

Madame,

Vous trouverez ci-joint une entente d'interconnexion intervenue entre Télébec, Limited partnership et Primus Telecommunication Canada Inc. soumise à l'approbation du Conseil conformément à l'article 29 de la Loi sur les télécommunications.

Veillez agréer, Madame, l'expression de mes sentiments distingués.



Allen Mercier
Directeur – Recherche réglementaire

p.j.

Service de la Réglementation
7151, rue Jean-Talon Est, Anjou (Québec) H1M 3N8
Téléphone : (514) 493-5399 Télécopieur : (514) 493-5379
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**SECRETARIAT
IM / TELECOM**

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SECRETARIAT**

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AGREEMENT FOR 800 SERVICE ORIGINATING

THIS 800 SERVICE ORIGINATING AGREEMENT made in duplicate this **August 5, 2005**.

BETWEEN:

TÉLÉBEC LIMITED PARTNERSHIP, a limited partnership duly constituted under the laws of the Province of Québec, acting through its sole general partner Bell Nordiq Group Inc., having its registered office at 7151 Jean Talon Street East, Anjou, Québec H1M 3N8. (hereinafter "Télébec")

AND:

PRIMUS Telecommunications Canada Inc., a corporation under the laws of the Province of Ontario, having its registered office at 5343 Dundas Street West, Suite 400, Toronto, Ontario, M9B 6K5. (hereinafter "Primus Canada")

WHEREAS:

- A. PRIMUS owns and operates a telecommunications system and offers services in Quebec;
- B. PRIMUS, has, since July 2002, requested Télébec to provide access such that calls may originate from Télébec's operating area to customers of PRIMUS's Numbering Plan Area ("NPA") 800 Service;
- C. PRIMUS has signed a Transport Fee Agreement to provide its own 800 originating service in Télébec territory as of September 13, 2002; and
- D. Télébec and PRIMUS desire to set forth the terms and conditions upon which such access will take place and the basis upon which settlement of revenue for such access will occur.

IN CONSIDERATION of the mutual promises contained in this Agreement, the parties agree as follows:

DEFINITIONS

1.1 In this Agreement the following terms have the following meanings:

"CRTC" means the Canadian Radio-television and Telecommunications Commission or such other successor tribunal(s) having regulatory jurisdiction.

"Eligible Call" means a call that meets all of the following criteria:

- a. the call originates on Télébec's network;
- b. the call has a dialled NPA of 800, 877, 888 or any NPA as may be designated for toll-free service in the future; and
- c. PRIMUS is the designated carrier for the dialled number.

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"Message Toll Service" means "Message Toll Service" as defined in Télébec's unregulated service catalog item 2.2.1, as may be amended from time to time.

"Operating Area" in the case of Télébec, means all of the territory where Local or Message Toll Service is provided by Télébec.

"Person" includes any individual, partnership, body corporate, unincorporated organization, government, government agency, trustee, executor, administrator or other legal representative.

"Telecommunications" means the emission, transmission or reception of intelligence by any wire, cable, radio, optical or other electromagnetic system, or by any similar technical system.

- 1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith, all terms not defined in this Agreement having well known technical or trade meanings shall be so interpreted.

NON-FORBORNE SERVICES AND BUNDLED SERVICES THAT INCLUDE NON-FORBORNE SERVICES SHALL ONLY BE PROVIDED CONSISTENT WITH THEIR RATES, TERMS AND CONDITIONS AS APPROVED BY THE CRTC. THE RATES, TERMS AND CONDITIONS SET OUT IN THE CONTRACT REQUIRE FINAL APPROVAL BY THE CRTC.

A LIST OF ALL RELEVANT TARIFFS IS PROVIDED IN ATTACHMENT. TARIFFS MAY BE AMENDED FROM TIME TO TIME.

SERVICES

- 2.1 Télébec agrees to provide, and PRIMUS agrees to accept the services set forth in the following Appendix, which is appended hereto and forms an integral part of this Agreement, on the terms and conditions set forth in the Appendix and the main body of this Agreement:

Appendix 1: PRIMUS 800 Service

AMENDMENTS TO SERVICES

- 3.1 The parties may at any time by agreement evidenced in writing during the term of this Agreement amend, replace, add to, or delete the Appendices, which when signed on behalf of each party by their respective duly authorized officials shall be deemed to form part of this Agreement.

BASIS OF SETTLEMENT

- 4.1 PRIMUS shall pay Télébec settlement monies for the Eligible Calls delivered to PRIMUS under this Agreement in accordance with the provisions set forth in this Agreement, including in Appendix 1.

SETTLEMENT OF ACCOUNTS

- 5.1 Télébec shall prepare and forward to PRIMUS an invoice for each calendar month in accordance with the settlement procedure in this Agreement.

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- 5.2 Payment of all undisputed amounts stated in the invoice due to Télébec shall be paid in full within 30 calendar days from the date of Télébec's invoice to PRIMUS, without allowance for accounts PRIMUS is unable to collect from its customers, and without set-off for any reason.
- 5.3 Invoices for undisputed payment issued in accordance with this Agreement that remain unpaid after their due date shall be subject to late payment charges on the unpaid balance for each calendar month or part of the month during which the unpaid amount remains outstanding, calculated at the rates established for overdue accounts as provided in Télébec's General Tariff CRTC 25140, Item 1.3.2, as may be amended from time to time.
- 5.4 All monthly accounts shall be deemed to have been accepted by PRIMUS if no written objection is made within 150 calendar days from the date of the account and any agreed upon adjustments arising from any disputed accounts shall be reflected in the next available monthly invoice or in a memorandum specifying a time period agreed to in writing by both parties.
- 5.5 Retroactive adjustments to any disputed account per paragraph 5.4 above, shall be made only in respect of a period not exceeding 150 calendar days preceding the date of written notification by one party to the other party claiming such adjustment.

RECORDS AND REPORTS

- 6.1 Each party shall keep proper settlement records of all monthly transactions with each other for a minimum of three years.
- 6.2 Each party shall make its settlement records, along with any supporting documentation for the services provided under this Agreement, available for audit or inspection by the other party at reasonable times upon a minimum of fifteen business days prior notice.
- 6.3 If any audit or inspection of the settlement records reveals that the amount of any payment made pursuant to this Agreement was less or more than the amount then due and payable, the difference shall be immediately due and payable to the party to whom such payments are due, subject to the limitation that the retroactive adjustments shall be made only in respect of a period not exceeding 150 calendar days preceding the date of completion of such audit or inspection for forborne services and subject to terms of services as stated in sections 1.2.18 and 1.2.19 of Telebec's General Tariff CRTC 25140.

CONFIDENTIALITY

- 7.1 The Parties agree to comply with and confirm the terms of the Confidentiality Agreement as presented in Appendix 2.

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NOTICES

- 8.1 Any notice required or contemplated under this Agreement, other than the monthly invoice, shall be in writing and shall be deemed to have been received seven days after the post-marked date if sent by prepaid registered mail except in the event of a mail strike, the date of transmission with confirmation of receipt during the normal business hours of the recipient if sent by facsimile, or the date of delivery if hand delivered, if addressed to:

TÉLÉBEC at:

TÉLÉBEC LIMITED PARTNERSHIP
625 avenue Godefroy, Bureau 401
Bécancour, Québec G9H 1S3
Attention: General Manager – Carrier Service Group
Tel: (819) 233-6074
Facsimile: (819) 233-6185

PRIMUS at:

Ted Chislett
President
Primus Telecommunications Canada Inc.
5343 Dundas Street West
Suite 400
Étobicoke (Ontario)
M9B 6K5
Tel: (416) 236-3636
Fax : (416) 236-3111
With a copy to General Counsel (facsimile 416 207 7754)

or at any other address either party may notify the other of in writing.

LIMITATION OF LIABILITY

- 9.1 Neither party guarantees the uninterrupted working of its telecommunications system and in no case will a party, whose telecommunications system experiences a difficulty, failure or fault which results in failure to establish service, in-service interruption or loss or distortion of communication, be liable to or indemnify the other party for any liability, damages, claims, or expenses whatsoever that such other party may sustain as a result of such difficulty, failure, fault, failure to establish service, in-service interruption or loss or distortion of communication, whether caused by employee, contractor or other agent's negligence, wilful act or omission, or by any cause whatsoever, whether identified or not.
- 9.2 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for indirect, special or consequential damages, foreseeable or not, arising from its

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performance or non-performance of its obligations under this Agreement, whether through negligence or otherwise.

FORCE MAJEURE

- 10.1 Delays in or failure of performance by either party under this Agreement shall not constitute a breach under this Agreement or give rise to any claim for damages if and to the extent such delays or failure are caused by occurrences beyond the reasonable control of the party affected (excluding financial inability, but including without limiting the generality of the foregoing, strikes or labour or industrial disturbances, civil disturbances, acts, orders, legislation, regulations or directives of any governmental or other public authorities, acts of public enemies, war, riots, sabotage, blockades, embargoes, shortages of materials and suppliers, shortages of labour, lightening, earthquakes, fire, storms, hurricanes, floods, wash-outs, explosions, acts of God and delays caused by any other Party).
- 10.2 In the event that performance of this Agreement, in the reasonable opinion of either party, is made impossible by Force Majeure, then such party shall notify the other as soon as possible in writing and either party may terminate the Agreement, or the parties shall by mutual agreement complete the performance of this Agreement with such adjustments as are required by the existence of the Force Majeure and are agreed upon by both parties.

DISPUTE RESOLUTION

- 11.1 The Parties shall attempt amicably to adjust and resolve any disagreement or dispute which may arise between them regarding the interpretation, the performance of or the failure to perform under this Agreement.
- 11.2 In the event that any disagreement or dispute between the Parties continues for a period of greater than sixty (60) days, the following procedures may be invoked by either Party (the "Initiating Party") by providing a full written description of its position and the grounds for its dissatisfaction; then
- (i) the Parties shall meet within ten (10) working days of receipt of such written request to review the information provided;
 - (ii) the other Party shall, within ten (10) working days of the meeting described in (i) above, provide a written response fully describing its position;
 - (iii) in the event that the matter remains unresolved for a further fifteen (15) working days after receipt of the information provided in (ii) above, the Parties shall forthwith arrange for their respective Vice-President counterparts responsible for this Agreement to meet to attempt to resolve the dispute.
- 11.3 In the event that the process above is followed and the dispute remains unresolved, the following procedures shall apply:
- (i) the dispute shall be referred to and finally resolved by arbitration administered by a neutral arbitrator agreed upon by the parties in a location agreed upon by the parties;

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(ii) unless otherwise agreed, such arbitration shall be heard by a single arbitrator who is qualified in law and has expertise in telecommunications.

WAIVER

12.1 No waiver by any party of a breach of any of the covenants, conditions and provisions in this Agreement shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other breach.

NO PARTNERSHIP

13.1 Nothing in this Agreement shall be construed as or shall constitute a partnership, agency, joint venture or joint venture relationship between the parties.

ARRANGEMENTS WITH OTHER PARTIES

14.1 Nothing in this Agreement shall prejudice the rights of either Télébec or Primus to make similar arrangements with other entities not parties to this Agreement.

ASSIGNMENT

15.1 Neither party shall assign this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, and any attempt to assign any of the rights, duties or obligations of this Agreement, except as authorized by this Agreement, without such consent shall be void.

15.2 Notwithstanding (1) above, either party may, without the other party's consent assign this Agreement to a successor, affiliate, subsidiary, or to a corporation controlling or under the same control as such party, provided that the assignee undertakes, in writing to the other party, to be bound by this Agreement and to assume all obligations and duties of the assignor; and the assignor shall thereafter be relieved of such obligations and duties except in connection with matters arising out of events occurring prior to the date of such undertaking.

ENUREMENT

16.1 This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

ENTIRE AGREEMENT

17.1 This Agreement, including Appendix 1 and 2 and any future Appendices that may be added, as mutually agreed to by the parties, together with any terms stipulated by the CRTC, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede any prior understandings and agreements whether oral or written, between the parties with respect to the subject matter of this Agreement.

SEVERABILITY

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- 18.1 If any provision in this Agreement is found to be illegal, unenforceable or invalid, it shall be considered separate and severable and the remaining provisions of this Agreement shall remain in force and be binding upon the parties as though the said provision had never been included, provided that the Agreement as modified remains operable.

EXPANDED MEANINGS

- 19.1 Whenever the context of this Agreement so requires, the singular number shall include the plural and vice versa, and words importing any gender shall include the feminine, masculine or neuter gender.

HEADINGS

- 20.1 The headings of this Agreement are provided for convenience of reference only and do not form part of this Agreement.

GOVERNING LAW

- 21.1 This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

LANGUAGE

- 22.1 The Parties declare that they have requested the present Agreement to be drawn up in the English language.

Les parties conviennent qu'elles ont demandé que la présente convention soit rédigée en anglais.

REGULATORY APPROVAL

- 23.1 This Agreement, including any modifications, shall be subject to the approval of the CRTC and shall be filed by Télébec for such approval.

TERM OF AGREEMENT AND TERMINATION

- 24.1 Subject to the provisions of Articles 10.1, 10.2 and 24.2, this Agreement shall remain in force for a period beginning August 5, 2005 to December 31, 2005. Thereafter the contract shall auto renew for successive one year period unless a Party delivers to the other Party, no later than ninety (90) days before the end of the initial term or any renewal term, written notice of its intent to terminate.
- 24.2 Notwithstanding paragraph 23.1, either party may, without prejudice to any other rights and remedies it may have, terminate this Agreement at any time by giving the other party notice of termination where:

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- a. the other party is in material breach of this Agreement and such breach is not remedied within a period of thirty (30) days from the date of receipt of written notice of such default given by the non-defaulting party;
 - b. the other party makes a general assignment for the benefit of creditors, is not generally paying its debts as they become due, files a petition in bankruptcy, is adjudicated as bankrupt or insolvent, any bankruptcy proceeding is taken by or against it, any receiver or trustee appointed, files a petition seeking any reorganization, arrangement, liquidation or similar relief under any present or future statute, law or regulation or files an answer admitting or fails to contest the material allegations of a petition filed against it in any such proceeding, or seeks, consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of any material part of its properties.
- 24.3 Any provision of this Agreement under which an obligation of one party has accrued but has not been discharged shall not be affected by termination of this Agreement, nor shall the party liable to perform be discharged as a result of any such termination, nor shall termination prejudice any right of one party against the other in respect of anything done or omitted under this Agreement prior to such termination or in respect of any right to damages or other remedies.

CONFIDENTIAL INFORMATION

- 25.1 Unless a customer provides express consent or disclosure pursuant to a legal power, all information kept by either party regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by either party to anyone other than :
- the customer;
 - a person who, in the reasonable judgment of the company, is seeking the information as an agent of the customer;
 - another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - a company involved in supplying the customer with telephone or telephone directory related services, provided the information is basis with the information to be used only for that purpose; or
 - an agent retained by the company in the collection of the customer's account, provided the information is required for and is to be used only for that purpose.
- 25.2 Express consent may be taken to be given by the customer where the customer provides:
- written consent;
 - oral confirmation by an independent third party;
 - electronic confirmation through the use of a toll-free number; or

AGREEMENT FOR 800 SERVICE ORIGINATING
electronic confirmation via the Internet.

THE PARTIES have executed this Agreement and where necessary affixed their corporate seals by their duly authorized representatives in that regard as of the day and year first above written.

TÉLÉBEC LIMITED PARTNERSHIP,
acting through its sole General Partnership,
Bell Nordiq Group Inc.

Per: Louise Michaud

Print name: LOUISE MICHAUD
Print title: General Manager – CSG

PRIMUS TELECOMMUNICATIONS CANADA INC.

Per: Ted Chislett

Print name: TED CHISLETT
Print title: President

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APPENDIX 1

PRIMUS 800 SERVICE

Appended to and forming part of the 800 Service Origination Agreement between Télébec and PRIMUS dated August 5, 2005.

DESCRIPTION OF SERVICE

PRIMUS's NPA 800 Service is a network service that allows PRIMUS's customers to receive customer-dialled calls over an 800 Service access line from specified zones in Canada and the United States.

800 Service calls are toll free to the caller.

METHOD OF SETTLEMENT

For each minute of 1-800 traffic, PRIMUS shall pay to Télébec:

1. Transport charge: \$0,039654
2. Switching and Aggregation charge: \$0,016133
3. Equal Access charge: \$0,0012

For each call of 1-800 traffic, PRIMUS shall pay to Télébec:

1. Query to database (DIP): \$0,006331

These tariffs are effective as of the 1st of January 2004 and will be amended from time to time.

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APPENDIX 2

Confidentiality Agreement

THIS AGREEMENT made as of August 5, 2005.

BETWEEN :

TÉLÉBEC LIMITED PARTNERSHIP, a limited partnership duly constituted under the Laws of the Province of Quebec, acting through its sole general partner Bell Nordiq Group Inc., with its registered office at 7151 Jean Talon Street East, Montreal, Quebec H1M 3M8 (Télébec).

AND:

PRIMUS Telecommunications Canada Inc., a corporation under the laws of the Province of Ontario, having its registered office at 5343 Dundas Street West, Suite 400, Toronto, Ontario, M9B 6K5, (hereinafter "Primus")

WHEREAS PRIMUS is the competitive IXC within the territory served by Télébec and as such PRIMUS's facilities are currently interconnected with Télébec's facilities.

WHEREAS PRIMUS., has signed a Transport Fee Agreement with Télébec for Originating 800 services the 13th of September, 2002

WHEREAS the Parties wish to ensure that during the agreement period, procedures have been establish to ensure the confidentiality of information provided by PRIMUS to Télébec.

NOW THEREFORE, for and in consideration of the premises, of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

1. "Confidential Information" means any information, material and data of a confidential or proprietary nature furnished or disclosed to either party (the "Recipient Party") by the other party (the "Disclosing Party") in connection with the performance of or as a result of this Agreement, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including, but not limited to, information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing or marketing nature relating to the business operations of either party.
2. Confidential Information does not include information that:
 - a. is within the public domain at the date of its disclosure to the Recipient Party or thereafter enters the public domain otherwise than through the acts or omissions of the Recipient Party, its directors, officers, employees, agents or representatives or any other person under an obligation to hold such information confidential;
 - b. is already known to the Recipient Party at the time of its disclosure by the Disclosing Party free of any obligation to keep confidential;

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- c. is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
 - d. following its disclosure to the Recipient Party, is received by the Recipient Party without obligation of confidence from a third party which the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
 - e. the Disclosing Party has given its written approval to disclose; or
 - f. is required to be disclosed by the Recipient Party by any government body or agency or rule of law, provided however, that the Recipient Party shall (1) use reasonable efforts to limit such disclosure, and (2) in any event make such disclosure only to the extent so required, having first made reasonable efforts to notify the Disclosing Party of its obligation to make such disclosure.
3. Recipient Party shall:
 - a. use the Confidential Information solely for the purpose of facilitating the performance of this Agreement;
 - b. (not disclose or otherwise allow access to such Confidential Information to any of its directors, officers, employees, agents or third parties except those who have a need to know such Confidential Information consistent with the requirements of this Agreement and the provision of services under this Agreement;
 - c. not disclose or otherwise allow access to Confidential Information for competitive purposes to any of its directors, officers, employees, agents or third parties except those who have a need to know such Confidential Information in order to provide services under this Agreement;
 - d. use reasonable efforts, whether by instruction, agreement or otherwise, to treat, and cause all directors, officers, employees, agents and third parties to whom such Confidential Information is disclosed to treat as strictly confidential all such Confidential Information, which efforts shall not be less than the efforts taken to protect the Recipient Party's own valuable confidential or proprietary information that it does not wish to have disclosed.
4. With respect to any of its officers, employees, agents or third parties who will be performing functions required for the provision of services under this Agreement (hereinafter referred to as "Employees"), whether on a dedicated or non-dedicated basis, the Recipient Party shall review with each Employee at the beginning of his or her assignment and on an annual basis thereafter, the information specified in Attachment 1 hereto and will ensure the Employees comply with this Agreement and the information specified in Attachment 1.
5. The systems used to provide services under this Agreement will, to an extent consistent with the efficient functioning of the Recipient Party's operations, be maintained and operated separately from the Recipient Party's other systems. Interfaces with these systems will be provided on an as-needed basis only. Access to these systems will be restricted through the use of appropriate sign-on procedures.
6. Additionally, all physical media on which any Confidential Information resides in the possession of an Employee shall be kept in locked offices and/or locked desks, cabinets or

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other storage areas at night and on all non-business days as well as during other prolonged periods of absence.

7. Except for Confidential Information relating to a customer of the Disclosing Party for which the obligations of confidentiality shall survive indefinitely, the obligations of confidentiality shall, with respect to any particular information, survive for a period of three (3) years following disclosure of that particular information by the Disclosing Party to the Recipient Party.
8. On termination of this Agreement, each party shall return to the other all physical materials containing Confidential Information or certify that such materials have been destroyed, and shall provide an affidavit attesting to the destruction of all machine-readable materials containing Confidential Information. The material shall be returned or destroyed, as appropriate, within the shortest practicable time following termination of this Agreement.
9. Neither the Disclosing Party nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed by such party. The Disclosing Party shall not have any liability to the Recipient Party or any other person, in respect of the use of the Confidential Information, or for any errors therein or omissions there from, and each party assumes full responsibility for all conclusions such party derives from the Confidential Information.
10. This Agreement may be terminated by either party on providing thirty (30) days written notice to the other; provided that the parties shall maintain the confidentiality of any Confidential Information disclosed to it hereunder in accordance with this Agreement for a period of five (5) years from such termination.
11. This Agreement shall not be construed as granting or conferring any rights by licence or otherwise in any Confidential Information disclosed pursuant hereto.
12. In the event of a breach, or threatened breach, of any of the foregoing provisions, the parties agree that the harm suffered by the injured party would not be compensable by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.
13. The obligations of confidentiality set forth in this Agreement are in addition to, and not in substitution for, any and all other obligations and duties of confidentiality which either party may from time to time owe to the other of them whether at law, in equity, under statute, under contract or otherwise.
14. Nothing in this agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or take any other action not expressly agreed to herein.
15. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

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16. If any term of this Agreement is held to be unenforceable, invalid or illegal, then it shall be severable and deemed to be deleted and the remaining provisions shall remain valid and binding.

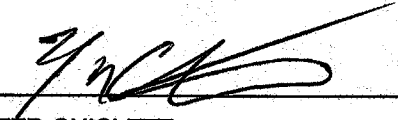
17. This Agreement shall be governed by the laws of the Province of Quebec.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

PRIMUS Telecommunications Canada Inc.

TÉLÉBEC LIMITED PARTNERSHIP

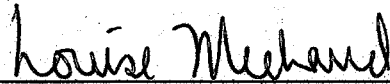
By: _____



Name: TED CHISLETT

Title: President

By: _____



Name: LOUISE MICHAUD

Title: General Manager - Carrier Services Group

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Attachment 1

Employee Acknowledgment

1. Primus (the "Disclosing Party") and Télébec Limited Partnership (the "Recipient Party") have entered into a Confidentiality Agreement to protect the confidentiality of information disclosed during the period of the Agreement.
2. "Confidential Information" refers to any data or oral or written information relating to interconnection of the networks of the Disclosing Party and the Recipient Party:
 - (a) obtained from the Disclosing Party either directly or indirectly through the Recipient Party or a Recipient Party associated company; or
 - (b) developed by the Recipient Party or a Recipient Party associated company exclusively for the benefit of the Disclosing Party; which the Recipient Party receives or develops in its capacity as a provider of telecommunications services whether or not such information is identified as "Confidential" by the Disclosing Party at the time of disclosure. Confidential Information may include, but shall not be limited to, information pertaining to the Disclosing Party's market forecasts, plans for development of new services, network plans, information relating to new customers and the Disclosing Party's current or proposed business plans. Confidential Information does not include information that:
 - (c) is within the public domain at the date of its disclosure to the Recipient Party or thereafter enters the public domain otherwise than through the acts or omissions of the Recipient Party, its directors, officers, employees, agents or representatives or any other person under an obligation to hold such information confidential;
 - (d) is already known to the Recipient Party at the time of its disclosure by the Disclosing Party free of any obligation to keep confidential;
 - (e) is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
 - (f) following its disclosure to the Recipient Party, is received by the Recipient Party without obligation of confidence from a third party which the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
 - (g) the Disclosing Party has given its written approval to disclose; or
 - (h) is required to be disclosed by the Recipient Party by any government body or agency or rule of law, provided however, that the Recipient Party shall (1) use reasonable efforts to limit such disclosure, and (2) in any event make such disclosure only to the extent so required, having first made reasonable efforts to notify the Disclosing Party of its obligation to make such disclosure.
3. The Recipient Party and each Recipient Party employee who is involved in providing the Disclosing Party services related to the interconnection of the networks of the Disclosing Party and the Recipient Party (the "Employee") acknowledge and agree that the relationship

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between the Recipient Party and its employees is one of mutual trust and reliance.

4. The Employee acknowledges that he/she has or may have access to Confidential Information, the disclosure of any of which to the Disclosing Party's competitors, customers, or the general public may be highly detrimental to the best interests of the Disclosing Party and the Recipient Party.
5. The Employee acknowledges and agrees that the business of the Disclosing Party and the Recipient Party cannot be properly protected from adverse consequences of the actions of the Employee other than by the restrictions set forth in this document.
6. To this end the Employee agrees not to disclose any Confidential Information to anyone at any time during the Employee's employment by the Recipient Party except on a "need to know" basis. The Employee also agrees not to disclose any confidential Information to anyone after the termination of the Employee's employment with the Recipient Party.