

NATIONAL SECURITY AGREEMENT

This National Security Agreement ("**Agreement**" or "**NSA**") is made as of the date of the last signature affixed hereto, ("**Effective Date**") by and between iTalk Mobile Corporation ("**iTalk Mobile**" or "**iTalk**") ("**Applicant**") and iTalk Global Communications, Inc. ("**iTalk Global**"), including their successors and affiliates, on the one hand, and the United States Department of Justice ("**USDOJ**"), including the Federal Bureau of Investigation ("**FBI**"), on the other hand (collectively with all other parties hereinafter referred to as the "**Parties**").

RECITALS

WHEREAS, United States communication systems are essential to the ability of the United States government to fulfill its responsibilities to the public in preserving the national security of the United States, enforcing laws, and maintaining the safety of the public;

WHEREAS, the United States Government ("**USG**") has an obligation to the public to ensure that United States communications and related information systems are secure in order to protect the privacy of United States persons, preserve the security of the nation, and enforce the laws of the United States;

WHEREAS, it is critical to the well-being of the Nation and its citizens to maintain the viability, integrity, and security of the communications systems of the United States (see e.g., Executive Order 13231, Critical Infrastructure Protection in the Information Age, and Presidential Policy Directive 21, Critical Infrastructure Security and Resilience (February 12, 2013));

WHEREAS, the protection of Classified and Sensitive Information is also critical to United States national security;

WHEREAS, iTalk Mobile Corporation, a Delaware corporation with headquarters located at 1120 South Capital of Texas Highway, Building 3, Suite 110, Austin, TX 78746, is a 100% wholly-owned subsidiary of Beijing Net263 Network Technology Limited, a Chinese corporation and wholly-owned subsidiary of Net263 Ltd ("**Net263**"), a publicly-trade Chinese corporation;

WHEREAS, iTalk Mobile's sister company, iTalk Global Communications, Inc., is a Texas corporation with headquarters located at 1120 South Capital of Texas Highway, Building 3, Suite 110, Austin, TX 78746, is also a 100% wholly-owned subsidiary of Beijing Net263 Network Technology Limited, a Chinese corporation and wholly-owned subsidiary of Net263;

WHEREAS, iTalk Global provides Internet TV and programming/content in the U.S. as well as offers interconnected VoIP services, as defined by Section 9.3 of the FCC rules (47 C.F.R. § 9.3);

WHEREAS, on November 17, 2014, iTalk Mobile filed an international section 214 application for global or limited global resale authority under section 63.18(e)(2);

WHEREAS, Applicant has and will continue to have direct physical and electronic access to a variety of customer and end-user information that is subject to U.S. privacy and electronic surveillance, physical search, and storage laws;

WHEREAS, Applicant has and will continue to have an obligation to protect from unauthorized disclosure the contents of wire and electronic communications to and from the United States under United States law; and

WHEREAS, the USDOJ has identified national security, law enforcement, and public safety concerns relating to national security, law enforcement, and public safety that the Parties agree are best addressed through the execution of this Agreement.

NOW, THEREFORE, the Parties enter into this Agreement to address national security, law enforcement, and public safety concerns.

ARTICLE I DEFINITIONS

As used in this Agreement and the Implementation Plan:

- 1.1 **"Access" or "Accessible"** means the ability to physically or logically undertake any of the following actions:
- (a) read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a data base/file or other system, or a network;
 - (b) read, edit, or otherwise obtain non-public information regarding iTalk Mobile personnel, contractors, service partners, subscribers, or users;
 - (c) add, edit, delete or alter information or technology stored on or by software, hardware, a system, or a network; and
 - (d) alter the physical or logical state of software, hardware, a data base/file or other system, or a network (e.g., turning it on or off, changing configuration, removing deleting or adding components or connections, etc.).
- 1.2 **"Affiliate"** means any entity that Applicant controls, as defined in this Agreement.
- 1.3 **"iTalk Mobile"** has the meaning given it in the recitals, to include any of that entity's subsidiaries, aside from iTalk Mobile itself.
- 1.4 **"iTalk U.S. Point of Presence" ("iTalk U.S. POP")** means an iTalk Mobile's point of presence in the continental U.S., including U.S. territories, that is subject to the Implementation Plan. iTalk Mobile's U.S. POPs include, but are not be limited to, a site supporting the termination, origination, mediation, routing, and/or switching of Domestic Communication and equipment physically located in the continental and territories of the United States, in such a manner as to provide real-time routing of all Domestic Communications over iTalk Mobile support of DC in the United States, and meeting all other applicable requirements of this Agreement and the Implementation Plan.
- 1.5 **"Call Associated Data"** means any information relating to a Domestic Communication or

relating to the sender or recipient of that communication and may include, without limitation, subscriber identification, called party number or other identifier, calling party number or other identifier, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post-cut-through dialed digits, in-band and out-of-band signaling, and party add, drop and hold, and any other "call identifying information," as defined in 47 U.S.C. § 1001(2), as amended or superseded.

- 1.6 **"Applicant"** has the meaning given it in the recitals, to include any of that entity's subsidiaries, aside from iTalk Mobile itself;
- 1.7 **"CALEA"** means the Communications Assistance for Law Enforcement Act as defined under 47 U.S.C. § 1001-1010.
- 1.8 **"Call Detail Record" ("CDR")** means the data records or call log records that contain information about each call made by a user and processed by carriers, switches, call managers, or call servers.
- 1.9 **"Classified Information"** means any information determined pursuant to Executive Order 13526, as amended or superseded, or the Atomic Energy Act of 1954 or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.
- 1.10 **"Control" and "Controls"** mean the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a dominant minority of the total outstanding voting securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity; in particular, but without limitation, to determine, direct, take, reach, or cause decisions regarding:
- (a) the sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;
 - (b) the dissolution of the entity;
 - (c) the closing and/or relocation of the production or research and development facilities of the entity;
 - (d) the termination or nonfulfillment of contracts of the entity;
 - (e) the amendment of the articles of incorporation or constituent Agreement of the entity; or
 - (f) iTalk Mobile's obligations under this Agreement.
- 1.11 **Customer Proprietary Network Information ("CPNI")** means:
- (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any

customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship;

(b) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term does not include subscriber list information; and/or

(c) information falling within the definition given in 47 U.S.C. § 222(h) (1).

1.12 "*Defacto*" and "*dejure*" control have the meaning provided in 47 C.F.R. § 1.2110, as amended or superseded.

1.13 "**USDOJ**" has the meaning given it in the preamble.

1.14 "**Domestic Communications**" (or, "**DC**") means:

(a) Wire or Electronic Communications (whether stored or not) between one U.S. location and another U.S. location; or

(b) The U.S. portion of a Wire or Electronic Communication (whether stored or not) that originates from or terminates at a U.S. location.

1.15 "**Domestic Communications Infrastructure**" (or "**DCI**") means any systems or equipment that capture, control, or transmit the flow of Domestic Communications over iTalk Mobile production networks, to include:

(a) the transmission and switching equipment (including hardware, software, and upgrades) used by or on behalf of iTalk Mobile to provide, process, direct, control, supervise or manage Domestic Communications;

(b) facilities and equipment used by or on behalf of Applicant that are physically located in the United States; and

(c) the facilities and equipment used by or on behalf of any iTalk Mobile's U.S. subsidiaries to control the equipment or facilities described in (a) and (b) above.

(d) DCI also includes any facilities or IT infrastructure supporting such networks, including any NOCs, wherever located, to the extent such NOCs are capable of Accessing, managing, or Controlling Domestic Communications.

1.16 "**Effective Date**" has the meaning given it in the preamble.

1.17 "**Electronic Communication**" has the meaning given it in 18 U.S.C. § 2510(12), as amended or superseded.

1.18 "**Electronic Surveillance**" means:

(a) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, as amended or superseded, and electronic surveillance as defined in 50 U.S.C. § 1801(f), as amended or superseded;

- (b) Access to or support of stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*, 18 U.S.C. § 2510(17), and 50 U.S.C. § 1821(5), as amended or superseded;
 - (c) the acquisition of dialing or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*, as amended or superseded;
 - (d) the acquisition of location-related information concerning a telecommunications service subscriber;
 - (e) the preservation of any of the above information pursuant to 18 U.S.C. § 2703(f), as amended or superseded; and
 - (f) including the Access to, or the acquisition or interception of, communications or information as described in (a) through (e) above, and comparable State laws.
- 1.19 **"FBI"** has the meaning given it in the recitals.
- 1.20 **"FCC"** has the meaning given it in the recitals.
- 1.21 **"FCC Applications"** has the meaning given in the recitals.
- 1.22 **"Foreign"**, where used in this Agreement, whether capitalized or lower case, means non-U.S.
- 1.23 **"Governmental Authority" or "Governmental Authorities"** means:
- (a) any government;
 - (b) any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau, or political subdivision; and
 - (c) any court, tribunal, judicial or arbitral body.
- 1.24 **Implementation Plan** means the written blueprint of iTalk Mobile's policies, standards, and procedures, subject to the USDOJ's approval, that iTalk Mobile will implement and comply with in order to comply with this Agreement. Certain of the rights and obligations of the Parties will be set forth in further detail in the Implementation Plan, which will be drafted, adopted, and actualized by iTalk Mobile in accordance and consistent with this Agreement pursuant to the Section 2.1 of this NSA. Applicant shall comply with the Implementation Plan, which may be amended from time to time pursuant to Article VIII.)
- 1.25 **"Intercept," "Interception," or "Intercepted"** has the meaning defined in 18 U.S.C. § 2510(4), as amended or superseded.
- 1.26 **"Internet Protocol Detail Record" ("IPDR")** means a streaming data protocol used by Operations Support Systems ("**OSS**") and Business Support Systems ("**BSS**") to collect and record a user's data traffic statistics on a network. IPDR mainly is used by cable industries

and incorporated into Cable labs Data Over Cable Service Interface Specification ("DOCSIS") protocol.¹ It provides network usage and user information for the network management.

- 1.27 **"Lawful U.S. Process"** means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for electronic surveillance, physical search and seizure, production of tangible things or Access to or disclosure of Domestic Communications, and Call Associated Data, Transactional Data, or Subscriber Information, and associated records.
- 1.28 **"Managed Network Service Provider"** means any third party using an end-to-end or managed-services platform that has the ability to Access or Control the DCI to provide, among other things, any of the following functions for iTalk Mobile's Domestic Communications Infrastructure: operations and management support; corrective and preventative maintenance including intrusive testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, and development, and the implementation of changes and upgrades.
- 1.29 **"Network Operations Center" or "NOC"** means the locations and facilities performing network management, monitoring, maintenance, provisioning) or other operational functions for Domestic Communications Infrastructure in the U.S. and its territories whether or not designated as such by iTalk Mobile.
- 1.29 **"Offshore" or "Offshoring"** means performing obligations of this Agreement through the use of entities and personnel outside of the territorial limits of the U.S., whether those entities or personnel are employees of iTalk Mobile, its subsidiaries, or third parties.
- 1.30 **"Outsource" or "Outsourcing"** means, with respect to Domestic Communications, supporting the services and operational needs of iTalk Mobile at issue in this Agreement through the use of contractors or Third Party entities.
- 1.31 **"Parties"** has the meaning given it in the preamble. "Party," singular, means any neutral sole entity that comprises one of the entities within the parties.
- 1.32 **"Personal Identifiable Information" ("PII")** means the name and aliases, social security number, date of birth, place of birth, citizenship status, contact information, current address of, and other information, put together, may be associated with an individual.
- 1.33 **"Principal Equipment"** means any equipment capable of controlling the DCI, (e.g., the ability to activate, deactivate, or modulate another device, system, or subsystems) such as: device controllers; signal routing and transfer routers; devices that perform element management, fiber optic line mobility management, or lawful intercept functions; as well as any non-embedded software necessary for the proper monitoring, administration and provisioning of any such equipment. This definition may be modified from time to time by the USG Parties after good faith negotiations between the Parties, as may be necessary due to changes in technology, management or governance of core components of the DCI.

¹ DOCSIS is a standard interface for cable modems.

Principal Equipment may include hardware used for a NOC, satellite, earth station, enhanced packet core ("**EPC**"), broadcast, or cell-site station, and the electronic equipment necessary for the operation of the base station control units ("**BSC**"), digital TV transmitters, network routers, call servers, circuit switches/soft switches, wired and wireless radio transmitters, and multiplexers, as applicable.²

- 1.34 "**Screened Personnel**" means those persons described in detail in Article IV, Section 4.13 of this Agreement.
- 1.35 "**Sensitive Information**" means information that is not Classified Information regarding:
- (a) the persons or facilities that are the subjects of lawful U.S. Process;
 - (b) the identity of the government agency or agencies serving such lawful U.S. process;
 - (c) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct electronic surveillance;
 - (d) the means of carrying out electronic surveillance;
 - (e) the type(s) of service, telephone number(s), records, communications, or facilities subjected to lawful U.S. process; and
 - (f) other information that is not Classified Information designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as "Sensitive Information."
- 1.36 "**Subscriber Information**" means information:
- (a) of the type referred to and accessible subject to the procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709, as amended or superseded;
 - (b) sought pursuant to the provisions of other lawful U.S. process.
- 1.37 "**Trade Secret**" has the meaning provided in 18 U.S.C. § 1839(3).
- 1.38 "**Transactional Data**" means:
- (a) any "call identifying information," as defined in 47 U.S.C. § 1001(2), as amended or superseded, including, without limitation, the telephone number or similar identifying designator associated with a communication; including internet address or similar identifying designator associated with a communication;

² Examples of some Principal Equipment are gateway routers, access routers, home location registers, visitor location registers, smart antennas, software defined radios, call servers, evolved Node B ("eNodeB"), submarine line terminals, optical adddrop multiplexers, mobile switches, circuit switches, registers, visitor location registers, smart antennas, software defined radios, call servers, evolved Node B ("eNodeB"), submarine line terminals, optical adddrop multiplexers, mobile switches, circuit switches, Soft switches, private branch exchanges ("PBXs"), microwave radios, etc.

- (b) any information related to the sender or recipient of that call communication, including subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post-cut-through dialed digit extraction, in-band and out-of-band signaling, and party add, drop and hold, as well as the time, date, size, and duration of a communication;
 - (c) any information relating specifically to the identity and physical/logical address of a subscriber, user, or account payer of iTalk Mobile;
 - (d) to the extent associated with a subscriber, user, or account payer of iTalk Mobile, any information relating to telephone numbers, Internet/IP addresses, domain names, addresses, Uniform Resource Locators (URLs) e-mail accounts, text messages, Instant Messages ("IMs") or similar identifying designators, to include the physical location of equipment, if known and if different from the location information provided under (f), below, and the types of service, length of service, fees, and usage, including CDRs, CPNI, and any other billing records; and
 - (f) any information indicating, as closely as possible, the physical location to or from which a communication is transmitted.
- 1.39 **"United States"** (or "U.S.") means the United States of America, including all of its States, districts, territories, possessions, commonwealths, and territorial and special maritime jurisdictions.
- 1.40 **"United States (or U.S.) Law"** means any U.S. federal, state, or local law or regulation.
- 1.41 **"Wire Communication"** has the meaning given it in 18 U.S.C. § 2510(1), as amended or superseded.
- 1.42 **"Other Definitional Provisions"**: Other capitalized terms used in this Agreement and the Implementation Plan not defined in this Article shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine, feminine, and gender-neutral versions of such terms. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Where a term is specifically defined herein, that definition controls over other definitions, general industry terms of art, or common understandings regarding the meaning for such term.

ARTICLE II

OPERATIONS, FACILITIES, INFORMATION STORAGE, AND ACCESS

- 2.1 **Implementation Plan:** iTalk Mobile shall create an Implementation Plan regarding the methods and processes that will be used to ensure compliance with the NSA, and as outlined and defined in Section 1.23 of this Agreement. Such Implementation Plan is subject to USDOJ's written approval and due to the USDOJ for review within ninety (90) days of the effective date. iTalk Mobile will include in the Implementation Plan the detailed language under Section 3.2 of this Agreement and/ or such other language and

procedures as the USDOJ may request.

- (a) The Implementation Plan must require iTalk Mobile to prepare network security policy documents subject to USDOJ approval for the matters of interests herein; specifically but not limited to, information security, remote access, physical security, cybersecurity, third-party contractors, outsourcing/offshoring, and Syslogs.
- (b) The Implementation Plan will include additional requirements and specifications not specified herein, but which support the interests and intent identified in this Agreement (e.g., additional deadline periods). Any such requirements and specifications will become part and parcel of the obligations memorialized in this Agreement which iTalk Mobile shall follow once the Implementation Plan is approved and adopted.
- (c) The Implementation Plan will reflect, to the extent applicable, and take into consideration: that iTalk Mobile has not proposed to own, operate, provide or resell any Domestic Communications Infrastructure, or have any access to Domestic Communications; that iTalk Mobile may have no control over the U.S. authorized carriers providing it with Domestic Communications Infrastructure and with access to Domestic Communications; and that iTalk Mobile will only have access to customer information for sales, customer service and billing purposes.
- (d) The Implementation Plan is deemed adopted once the USDOJ approves in writing its terms and iTalk Mobile has executed a final copy. The Implementation Plan's adoption date shall be the date of the last signature affixed thereto. Until such time as the Implementation Plan is adopted, the terms of this NSA shall control. Amendments to the Implementation Plan may be proposed by iTalk Mobile by providing at least sixty (60) days notice to USDOJ. Approval or disapproval by USDOJ shall be provided in writing within sixty (60) days from receipt of the proposal.

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2.2 **Operational Requirements:** With respect to the operation of iTalk Mobile's Domestic Communications Infrastructure, iTalk Mobile agree as follows, except where otherwise approved by the USDOJ:

- (a) **Point of Presence:** Domestic Communications shall be routed to a third-party point of presence ("**POP**") in the United States, in accordance with the Implementation Plan (as defined herein) so that, pursuant to lawful U.S. process, electronic surveillance can be conducted. iTalk Mobile's third party CALEA compliant vendor will process, service, and conduct all administrative requirements for any and all CALEA and/or national security letter, subpoena, legal orders or requests with no notification of service or request to iTalk Mobile entities or personnel. iTalk Mobile and iTalk Global will authorize and utilize the third party CALEA compliant vendor to service, process, and provide any and all legal requests for both mobile, cable, broadband, and/or Voice Over Internet Protocol (VoIP) services for CALEA and national security letter/subpoena legally authorized orders. iTalk Mobile will notify and request approval from the US government of any changes in the CALEA third party vendor, internal equipment, telecommunications or broadband connections, or any other changes pertaining to the other items listed in this Agreement.
- (b) **Domestic Communications Infrastructure:** All network equipment used for

Domestic Communications shall be located in the United States, except as otherwise permitted under the terms of the NSA or policies adopted in accordance therewith. All Domestic Communications Infrastructure shall be managed, directed, controlled, supervised, provisioned, and maintained in accordance with the NSA's terms. iTalk Mobile will not purchase, install, nor maintain any vendor equipment that the USDOJ is deems objectionable in the processing of iTalk Mobile's VoIP or Mobile systems. iTalk Mobile shall notify the USDOJ in writing of any vendor equipment it plans to purchase, install, or maintain at least forty-five (45) days in advance of using such vendor equipment, and the USDOJ shall have forty-five (45) days after such notice to review and object to its use.

(c) **Network Operation Center:** The primary NOC supporting any Domestic Communications Infrastructure shall be maintained and remain within the United States and U.S. territories or other territory outside the U.S. pre-approved in writing by USDOJ. To operate or support the primary NOC, iTalk Mobile shall exclusively rely upon screened personnel, as defined herein. Should iTalk Mobile wish to rely upon subcontractors to operate or support the primary NOC, such subcontractors will be subject to written pre-approval by the USDOJ.

- 1) Within forty-five (45) days of the effective date, iTalk Mobile shall provide the USDOJ with a list of the current subcontractors supporting the primary NOC.
- 2) Within forty-five (45) days of the effective date, iTalk Mobile shall provide USDOJ a list of secondary NOCs, wherever located, and update this list on a quarterly basis.

(d) **Separation of Domestic Communication and Domestic Communication Infrastructure from Net263:** iTalk Mobile must continue to maintain a network for the U.S. and its territories that is exclusively controlled, managed, and operated from the U.S. and its territories. Any support of DC or DCI relying upon any facility, service, or operation sharing outside the U.S. and its territories such as a NOC must be pre-approved in writing by USDOJ, with the understanding that such facility, service, or operation sharing is subject to the terms of this NSA. iTalk Mobile shall notify the USDOJ in writing of such facilities, services, or operation sharing at least forty-five (45) days in advance, and the USDOJ shall have forty-five (45) days after such notice to review and object to the same. Should the USDOJ object, the facility, service, or operation sharing at issue will not be actualized; where there is no objection, such facility, service, or operation sharing will otherwise be subject to the terms and strictures of this NSA.

2.3 **CPNI:** iTalk Mobile shall comply with all applicable FCC rules and regulations governing access to and the storage of CPNI.

2.4 **Compliance with Lawful U.S. Process:** As stipulated in section 2.2.(a), iTalk Mobile and iTalk Global will authorize and utilize a third party CALEA compliant vendor to service, process, and provide any and all legal requests for both mobile, cable, broadband, and/or Voice Over Internet Protocol (VoIP) services for CALEA and National Security Letter/Subpoena legally authorized orders. iTalk Mobile shall take all practicable steps to configure their Domestic Communications Infrastructure such that iTalk Mobile and iTalk Global are capable of complying and 3rd party CALEA compliant vendor's employees will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion,

with lawful U.S. process, the orders of the President in the exercise of his/her authority under the Constitution, federal statutes and regulations, and other executive authorities, to include, without limitation, Section 706 of the Communications Act of 1934, as amended (47 U.S.C. § 606), Section 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)) and Executive Order 11161 (as amended by Executive Order 11382), and National Security and Emergency Preparedness rules, regulations and orders issued pursuant to the Communications Act of 1934, as amended (47 U.S.C. § 151 *et seq.*).

2.5 Network and Telecommunications Architecture: Within sixty (60) days of the effective date, iTalk Mobile shall submit to the USDOJ a comprehensive description of their carrier's DCI network and detailed transport network diagrams. These descriptions/diagrams shall include the locations of all principal equipment, including core routers, servers, switches, operational systems software, and network security applications and software as well as architecture interconnect diagrams, architecture flow diagrams, and architecture context diagrams. The comprehensive description also shall include the following information regarding the points of presence, NOCs, colocations and peering points for the DCI:

- (a) a description of the plans, processes and/or procedures relating to network management operations that prevent the DCI and DC from being accessed or controlled from outside the United States;
- (b) a description of the placement of NOCs, data centers, and OSS hosting centers,
- (c) a description of iTalk Mobile's IP and broadband networks and operation processes, procedures for management control, and their operational processes and procedures for interconnection control and peering relationships with the backbone infrastructures of other service providers; and
- (d) a description of any unique or proprietary application, platform, and or capability that supports the operation of the DCI and/or DC.

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2.6 Information Storage and Access: iTalk Mobile shall make such available in the United States:

- (a) stored Domestic Communications, if such communications are stored by or on behalf of iTalk Mobile for any reason;
- (b) any wire communications or electronic communications (including any other type of wire, voice, or electronic communication not covered by the definitions herein of Wire communication or Electronic communication) received by, intended to be received by, or stored in the account of an iTalk Mobile U.S. user, or routed to an iTalk Mobile U.S. POP and stored by or on behalf of iTalk Mobile for any reason;
- (c) Transactional Data and Call Associated Data relating to Domestic Communications if such information is stored by or on behalf of iTalk Mobile for any reason;
- (d) Billing records relating to iTalk Mobile customers or subscribers for their U.S. operation, iTalk Mobile customers and subscribers domiciled in the United States, and iTalk Mobile customers and subscribers who hold themselves out as being

domiciled in the United States, as well as billing records related to any call routed through an iTalk Mobile U.S. POP, if such information is stored by or on behalf of iTalk Mobile for any reason, for so long as such records are kept, and at a minimum for as long as such records are required to be kept pursuant to applicable U.S. law, this Agreement, and the Implementation Plan;

- (e) Subscriber Information concerning iTalk Mobile customers or subscribers for its U.S. operations, including information regarding telecommunications, broadband, wireless, broadcasts, Internet, wireline, video/programming in the United States, and iTalk Mobile customers or subscribers who hold themselves out as being domiciled in the United States, as well as subscriber information related to any call routed through an iTalk Mobile U.S. POP if such information is stored by or on behalf of iTalk Mobile for any reason;
- (f) a description of the placement of iTalk Mobile's NOCs, data centers, and OSS hosting centers;
- (g) a description of iTalk Mobile's IP/broadband networks and operation processes, procedures for management control, and its operational processes and procedures for interconnection control and peering relationships with the backbone infrastructures of other service providers;
- (h) a description of any unique or proprietary control mechanisms of iTalk Mobile as well as of iTalk Mobile's operating and administrative software/platforms.

- 2.7 **Storage Pursuant to 18 U.S.C. § 2703(f):** Upon a request made pursuant to 18 U.S.C. § 2703(1) by a governmental authority within the United States to preserve any of the information enumerated in Section 2.6, or upon receiving any other preservation request served in compliance with U.S. law, iTalk Mobile shall store such preserved records or other evidence in the United States in the manner and for so long as required by U.S. law.
- 2.8 **Mandatory Destruction:** iTalk Mobile shall ensure that the data and communications described in Section 2.6 of this Agreement are stored in a manner not subject to mandatory destruction under any foreign laws. iTalk Mobile shall further ensure that the data and communications described in Section 2.6 of this Agreement shall not be stored by or on behalf of iTalk Mobile outside of the United States without providing notice to USDOJ as provided for in Section 5.3 and receiving pre-approval in writing from USDOJ.
- 2.9 **Billing Records:** iTalk Mobile shall store for at least eighteen (18) months post-bill generation all CDRs, CPNI, and other billing records generated that relate to DC and broadband services.
- 2.10 **Compliance with U.S. Law:** Nothing in this Agreement or the Implementation Plan shall excuse iTalk Mobile from any obligations they may have to comply with U.S. legal requirements for the retention, preservation, or production of information or data.

ARTICLE III
NON-OBJECTION BY THE GOVERNMENT PARTIES

- 3.1 **Non-Objection to Current Application:** Upon the execution of this Agreement by all of the parties, the USDOJ shall promptly notify the FCC that, provided the FCC conditions the grant of the FCC applications on iTalk Mobile's compliance with this Agreement, the USDOJ has no objection to the FCC's grant or approval of the FCC applications. This assurance is given with the understanding that iTalk Mobile will timely submit the Implementation Plan and efficiently address any concerns raised by the USDOJ with respect to the content and manifestation of, and compliance with, such Implementation Plan.
- 3.2 **Three Year Review:**
- (a) Thirty (30) months after iTalk Mobile receives its FCC license, iTalk Mobile will conduct an independent audit of records, IT systems, and third party CALEA compliance and submit the results in writing to the USDOJ within thirty (30) days from completion of these audits and in no case later than thirty-two (32) months after iTalk Mobile receives its FCC license.
 - (b) Following the receipt of the independent audit results and no later than thirty-four (34) months after iTalk Mobile receives its FCC license, the Executive Branch will inform iTalk Mobile of any changes it requests to the NSA, including as a result of the independent audits.
 - (c) Within thirty-six (36) months after iTalk Mobile receives its FCC license, iTalk Mobile may propose to the Executive Branch to amend or extend the NSA. A decision by the Executive Branch not to accept a proposed amended or extended agreement will not constitute a breach of contract, give rise to any claim against the Executive Branch, or provide any other basis for judicial review of this matter.
 - (d) If iTalk Mobile does not file an amended or extended NSA within thirty-six (36) months after iTalk Mobile receives its FCC license, iTalk Mobile shall file to discontinue its service, pursuant to the FCC discontinuance requirements, 47 CFR 63.19, and to surrender its FCC license. In this event, iTalk Mobile will submit to the FCC the required discontinuance documents and notices within thirty-nine (39) months of execution of this Agreement and, within five (5) days, notify in writing the USDOJ and FBI of such filing. iTalk Mobile may file a new FCC application under Section 214 and any such future application for authorization will be conducted *de novo*.
- 3.3 **Future Applications:** Nothing in this Agreement or the Implementation Plan shall preclude the USDOJ from opposing, formally or informally, any FCC application by iTalk Mobile to transfer its license(s) to a third party or for other authority. The USDOJ reserves the right to seek additional or different terms that would, consistent with the public interest, address any threat to their ability to enforce the laws, preserve the national security and protect the public safety raised by the transactions underlying such applications or petitions.

ARTICLE IV
SECURITY AND SECURE FACILITY

- 4.1 **Personally Identifiable Information:** Except as provided for herein under Section 4.2(b),

iTalk Mobile will ensure that 100% of employees handling personally identifiable information (PII) and/or other sensitive company information are United States Citizens. Nothing in this section shall prohibit a non-U.S. Citizen employee or agent of iTalk Mobile who is physically located in the U.S. from accessing a particular customer's account information as long as such employee or agent has the customer's affirmative informed consent (e.g., to resolve billing question, customer service question or new service sign up). Provided further that such employee or agent will undertake security measures to protect the account and the information accessed.

4.2 Location of Secure Facility: iTalk Mobile shall maintain an appropriately secure facility within the United States within which iTalk Mobile shall:

- (a) take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified Information or Sensitive Information, to include the development of appropriate visitation policies regarding visits to the DCI by foreign persons other than employees of iTalk Mobile;
- (b) assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or that regularly deal with information identifiable to such U.S. citizens as Sensitive Information:
 - 1) The citizenship limitation of Sections 4.1 and 4.2(b) shall not apply to those non-U.S. citizens already serving in positions handling or regularly dealing with PII or Sensitive Information as part of their job responsibilities as of the effective date, so long as the names of all such persons are sent to the USDOJ within sixty (60) days of the effective date and not objected to within thirty (30) days of receipt of said names, and so long as the list of such persons is routinely updated and submitted to the USDOJ in the annual report required by Section 5.10 herein. Once a non-U.S. citizen is notified to the USDOJ, should such person leave his/her position, such person's replacement must meet the U.S. citizen requirements of Section 4.1 and 4.2 (b).
 - 2) If after the effective date, iTalk Mobile deems it necessary to assign a non-U.S. citizen to a position referenced in Section 4.1 (b), such party shall seek a waiver from Sections 4.1 and 4.2 (b)'s U.S. citizenship requirement by sending the PII of the relevant non-U.S. citizen candidate and an explanation as to why such a waiver is necessary, to the USDOJ. Any such waiver request must be submitted to the USDOJ at least thirty (30) days prior to any assignment of a non-U.S. citizen to any position falling within those outlined in Section 4.1 and 4.2 (b). The USDOJ shall have thirty (30) days following receipt of any waiver request made pursuant to this Section 4.2(b)(2) to object to such request; *provided, however,* that if no objection is made by the USDOJ within such thirty (30) day objection period, the waiver request shall be deemed approved by the USDOJ. Should the USDOJ, within its thirty (30) day objection period, seek additional information regarding a waiver request or the non-U.S. citizen candidate at issue, the USDOJ shall make every effort to ensure that such inquiry is reasonable, and iTalk Mobile shall promptly respond to such inquiry. In the event that the USDOJ seeks additional

information regarding a waiver request pursuant to this Section 4.2 (b)(2), the USDOJ's thirty (30) day objection period shall be extended by the number of days the USDOJ awaited a response from iTalk Mobile.

- 3) Should the USDOJ grant a request to waive the U.S. citizenship requirement of Sections 4.1 and 4.2(b) pursuant to Section 4.2(b) (2), the name(s) of the non-U.S. citizen candidate(s) at issue in that waiver shall be added to the list of persons routinely updated pursuant to Section 4.2 (b)(1) and submitted to the USDOJ in the annual report required by Section 5.10 in a manner clearly identifying such persons as appearing on the list by virtue of a waiver. Once a non-U.S. citizen is the subject of a waiver pursuant to Section 4.2(b)(2), should such person leave his/her position, such person's replacement must comport with the U.S.-citizen requirements of Sections 4.1 and 4.2(b).

- (c) upon the USDOJ's request, provide to the USDOJ the PII of each person who regularly handles or deals with Sensitive Information;
- (d) require that personnel handling Classified information, if any, shall be eligible for and possess appropriate security clearances prior to handling such information;
- (e) provide that the points of contact described in Section 4.7 shall have sufficient authority over any of iTalk Mobile's employees who may handle Classified information, if any, or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authority, and the terms of this Agreement and the Implementation Plan; and
- (f) maintain appropriately secure facilities (e.g., offices) for the handling and storage of any Sensitive Information and classified information, if any.

4.3 **Measures to Prevent Improper Use or Access:** iTalk Mobile shall take all practicable measures to prevent the use of or Access to the equipment or facilities supporting those portions of iTalk Mobile's DCI necessary for conducting electronic surveillance where such use or access would violate any U.S. law or the terms of this Agreement or the Implementation Plan. These measures shall include technical, organizational, personnel-related policies and written procedures, as well as necessary Implementation Plans and physical security measures.

4.4 **Access by Foreign Government Authorities:** Without the prior express written consent of the USDOJ or the authorization of a court of competent jurisdiction in the United States, iTalk Mobile shall not, directly or indirectly, disclose or permit disclosure of, or provide access to, Domestic Communications, Call Associated Data, Transactional Data, or Subscriber Information, if such information is stored in the United States, to any person if the purpose of such disclosure or access is to respond to the legal process or the request of or on behalf of a foreign government, identified representative, or a component or subdivision thereof. Any such requests or submissions of legal process described in this Section 4.4 shall be reported to the USDOJ as soon as possible and in no event later than five (5) business days after such request or legal process is received by and known to iTalk Mobile, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States. iTalk Mobile shall take reasonable measures to ensure that mechanisms are in place to become aware of all such requests or submission of legal process described in this Section 4.4.

- 4.5 iTalk Mobile shall not transfer any US-based information to the Chinese Government concerning US network infrastructure, interconnecting requirements/specifications or other requirements, or any other information that this agreement prohibits from disclosure. iTalk Mobile must immediately notify in writing the US Government if any such request occurs. iTalk Mobile will report in writing to USDOJ/FBI as soon as possible and in no event later than five (5) business days any attempt by foreign ownership or any foreign government to receive or coerce iTalk Mobile to disclose or allow to be disclosed any US-based information concerning US network infrastructure, interconnecting requirements/specifications or other requirements, or any other information that this agreement prohibits from disclosure.
- 4.6 **Disclosure to Foreign Government Authorities:** iTalk Mobile shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:
- (a) Classified Information or Sensitive Information, or
 - (b) Subscriber Information, Transactional Data, Call Associated data, or a copy of any Wire Communication or Electronic Communication, intercepted or acquired pursuant to lawful U.S. process; to any foreign government, identified representative, or a component or subdivision thereof without satisfying all applicable U.S. federal, state, and local legal requirements pertinent thereto, and without obtaining the prior express written consent of the USDOJ or the authorization of a court of competent jurisdiction in the United States. iTalk Mobile shall notify in writing the USDOJ of any requests or any legal process submitted to iTalk Mobile by a foreign government, identified representative, or a component or subdivision thereof for communications, data, or information identified in the section 4.4. iTalk Mobile shall provide such notice to the USDOJ as soon as possible, and in no event later than five (5) business days after such request or legal process is received by and known to iTalk Mobile, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States. iTalk Mobile shall take reasonable measures to ensure that they will promptly learn of all such requests or submission of legal process described in this Section 4.6.
- 4.7 **Law Enforcement Points of Contact ("LE POC"):** Within thirty (30) days after the effective date, iTalk Mobile shall designate, in writing, LE POCs within the United States with the authority and responsibility for accepting and overseeing compliance with lawful U.S. process. Within that same period of time, iTalk Mobile shall notify in writing the USDOJ of the designation of the LE POCs, and include in such notice the PII for the LE POCs.
- (a) Thereafter, iTalk Mobile shall notify the USDOJ of any change in the designation(s) for LE POCs within ten (10) business days of such change. Any notice of a new LE POC shall include the PII for the newly designated individual.
 - (b) The LE POCs shall be resident U.S. citizens who are eligible for appropriate U.S. security clearances, when necessary or required by USDOJ. iTalk Mobile shall cooperate with any request by a government entity within the U.S. regarding a designated LE POCs availability for a background check and/or a security clearance process.
 - (c) The LE POCs will be required to be available twenty-four (24) hours per day,

seven (7) days per week, and shall be responsible for accepting service and maintaining the security of:

- 1) Sensitive and Classified Information, if any;
- 2) any lawful U.S. process for electronic surveillance, and the information pertaining thereto, including the content of the results from executing the lawful U.S. process, in accordance with the requirements of U.S. law.

4.8 **Security of Lawful U.S. Process, Sensitive Information, and Classified Information:** iTalk Mobile shall protect the confidentiality and security of all lawful U.S. process served upon them, and the confidentiality and security of Classified Information, if any, and Sensitive Information in accordance with U.S. federal and state law or regulations.

4.9 **Change in Service Portfolio:** iTalk Mobile agree that they will inform the USDOJ at least thirty (30) days in advance of any material changes to the current-services portfolio for iTalk Mobile or any successor in interest to iTalk Mobile, and of offers of other services beyond such portfolio.

- (a) The USDOJ enters into this Agreement with the understanding that, as of the effective date, such portfolio is no different from that submitted by and/or iTalk Mobile in their Team Telecom triage responses electronically received by the USDOJ.
- (b) Within ninety (90) days of the effective date, iTalk Mobile will submit to the USDOJ a list of their current-offerings/services portfolio, which shall act as the benchmark moving forward regarding the parties' understandings for obligations under this Agreement.

4.10 **Designation of Security Officer and or Technical Compliance Officer ("SOTCO" or "Security Officer"):** iTalk Mobile must designate in writing and maintain a SOTCO. The SOTCO will have the appropriate authority and skills to implement the terms of this Agreement and to address security concerns identified by the USDOJ. The SOTCO shall have the appropriate senior-level corporate authority within iTalk Mobile to perform his/her duties under this Agreement and the Implementation Plan. The SOTCO also shall possess the necessary resources and skills to enforce this Agreement and to act as a liaison to the USDOJ regarding compliance with the NSA and the implementation plan and to address any national security issues arising in iTalk Mobile's due course of business. iTalk Mobile shall provide the SOTCO with access to business information of iTalk Mobile that is necessary for the SOTCO to perform his or her duties.

- (a) iTalk Mobile shall designate its initial SOTCO to the USDOJ within forty-five (45) days of the effective date, and thereafter shall provide at least fourteen (14) days' notice of a SOTCO's departure, and thirty (30) days' prior notice of a new SOTCO designation. iTalk Mobile shall not maintain a vacancy or suspension of the SOTCO position for a period of more than sixty (60) days.
- (b) All SOTCO designations shall be subject to USDOJ review and non-objection, and iTalk Mobile shall reasonably address any concerns raised by the USDOJ regarding the selection and identity of the SOTCO.

- (c) With respect to the SOTCO's qualifications, he/she must:
- 1) be a resident U.S. citizen who possesses U.S. citizenship only (i.e., is not a dual-national);
 - 2) if not already in possession of a U.S. security clearance, shall be eligible, at the sole discretion of the USG, to hold such security clearances immediately upon appointment;
 - 3) be subject to the screening process described in Sections 4.13 and 4.14;
 - 4) reside in the continental U.S., in a location that permits and supports the SOTCO's efficient and successful fulfillment of his duties and obligations under the NSA and the Implementation Plan; and
 - 5) be a corporate officer with appropriate authority, skills, and resources to enforce this Agreement.

4.11 SOTCO Responsibilities and Duties: The responsibilities and duties of the SOTCO shall include, at least, each of the following:

- (a) Providing the USDOJ the Annual Report required of iTalk Mobile under Section 5.10 of this Agreement;
- (b) Developing and maintaining the Implementation Plan, along with iTalk Mobile's information security plan (Section 4.12), Access-or-disclosure requirements (described in Sections 4.2, 4.3, 4.4, 4.5 and 4.6), personnel-screening-process requirements (described in Sections 4.13 and 4.14), System Security and Integrated Plan (Section 4.15) and other policies generally discussed to promote full compliance with the Agreement;
- (c) Implementing all aspects of compliance with this Agreement and all corporate policies, procedures, and plans to promote and ensure compliance with this Agreement;
- (d) Providing interim reports to the USDOJ as mandated by this Agreement;
- (e) Being aware of, and reporting to the USDOJ, changes to corporate structure or operations that would reasonably be deemed to have an effect on the terms or operation of the Agreement;
- (f) Being available upon reasonable notice for discussions with the USDOJ relating to the enforcement of and compliance with the Agreement or any other issue involving national security;
- (g) Ensuring procedures are in place for iTalk Mobile to comply with lawful U.S. process in an expeditious, effective, and unimpeded fashion; and
- (h) Acting as the liaison with and point of contact for iTalk Mobile for the USDOJ.

- 4.12 **Information Security Plan:** Following the effective date, iTalk Mobile shall create, amend, maintain, or adapt an information security plan that, as further expanded upon and explained in the Implementation Plan, at the very least:
- (a) Takes appropriate measures to prevent unauthorized access to DC and DCI and/or facilities that might contain classified or Sensitive Information;
 - (b) Ensures assignment of U.S. citizens to positions for which screening is contemplated pursuant to Section 4.13(a);
 - 1) The citizenship limitation of Section 4.1 or 4.2(b) shall not apply to those non-U.S. citizens already serving in positions for which screening is contemplated as of Section 4.13(a) as of the effective date, so long as the names of all such persons are sent to the USDOJ within sixty (60) days of the effective date, and so long as the list of such persons is routinely updated and submitted to the USDOJ in the annual report required by Section 5.10, herein. Once a non-U.S. citizen is notified to the USDOJ, should such person leave his/her position, such person's replacement must meet the U.S.-citizen requirements of Sections 4.1 and 4.2(b).
 - 2) If, after the effective date, iTalk Mobile deems it necessary to assign a non-U.S. citizen to a position referenced in Sections 4.1 and 4.2 (b), such party shall seek a waiver from Sections 4.1 and 4.2(b)'s U.S. citizenship requirement by sending the PII of the relevant non-U.S.-citizen candidate, and an explanation as to why such a waiver is necessary, to the USDOJ. Any such waiver request must be submitted in writing to the USDOJ at least thirty (30) days prior to any assignment of a non-U.S. citizen to any position falling within those outlined in Sections 4.1 and 4.2(b). The USDOJ shall have thirty (30) days following receipt of any waiver request made pursuant to this Section 4.2 (b)(2) to object to such request; *provided, however*, that if no objection is made by the USDOJ within such thirty (30) day objection period, the waiver request shall be deemed approved by the USDOJ. Should the USDOJ, within its thirty (30) day objection period, seek additional information regarding a waiver request or the non-U.S. citizen candidate at issue, the USDOJ shall make every effort to ensure that such inquiry is reasonable, and iTalk Mobile shall promptly respond to such inquiry. In the event that the USDOJ seeks additional information regarding a waiver request pursuant to this Section 4.2 (b) (2), the USDOJ's thirty (30) day objection period shall be extended by the number of days the USDOJ awaited a response from iTalk Mobile.
 - 3) Should the USDOJ grant a request to waive the U.S.-citizenship requirement of Sections 4.1 and 4.2(b) pursuant to Section 4.2(b)(2), the name(s) of the non-U.S. citizen candidate(s) at issue in that waiver shall be added to the list of persons routinely updated pursuant to Section 4.2(b)(1) and submitted to the USDOJ in the annual report required by Section 5.10 in a manner clearly identifying such persons as appearing on the list by virtue of a waiver. Once a non-U.S. citizen is the subject of a waiver pursuant to Section 4.2 (b)(2),

should such person leave his/her position, such person's replacement must meet the U.S.-citizen requirements of Section 4.1 or 4.2(b).

- (c) Assigns personnel who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information to positions that handle or that regularly deal with information identifiable to such persons as Sensitive Information;
- (d) Upon request from the USDOJ, provides to the USDOJ the PII and other relevant requested identifier information of each person who regularly handles or deals with Sensitive Information;
- (e) Requires that personnel handling Classified Information shall have been granted appropriate security clearances, consistent with Executive Orders 12968 and 13467 and other applicable law;
- (f) Ensures that the LE POCs described in Section 4.5 of this Agreement shall have sufficient authority over any employees or contractors of iTalk Mobile who may handle Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authority and the terms of this Agreement;
- (g) Ensures that the disclosure of or access to classified or Sensitive Information is limited to those who have appropriate security clearances and authority;
- (h) Identifies the types and positions that require screening pursuant to this Agreement, the required rigor of such screening by type of position, and the criteria by which iTalk Mobile will accept or reject screened personnel (as defined in Section 4.13);
- (i) Maintains appropriately secure facilities (e.g., offices, communications centers, network operations centers, etc.) within the U.S. for the handling and storage of any Classified or Sensitive Information

4.13 **Screening of Personnel:** iTalk Mobile shall maintain and implement a screening process to ensure compliance with all personnel screening process requirements agreed to herein and in the implementation policy. The screening process of iTalk Mobile shall cover any existing or newly hired employees and any personnel performing under an Agreement with iTalk Mobile requiring access/responsibilities in at least the following circumstances:

- (a) All persons who have access to Classified or Sensitive Information; all persons who have access to Domestic Communications Infrastructure to monitor the content of Domestic Communications; and all persons who have the ability to monitor personnel with limited access to Domestic Communications under this subsection.
- (b) All persons who have access to transactional data, subscriber information, CPNI, CDRs, !PDRs, or PII for customers and network users of iTalk Mobile; all persons who have limited access to Domestic Communications Infrastructure, excluding the ability to monitor the content of domestic communications; and all persons who provision network elements either onsite or remotely.

- (c) Nothing in this subsection shall be read to apply the screening requirements in Section 4.13 to iTalk Mobile's customers in obtaining their own data, or iTalk Mobile employees or agents who are physically located in the U.S., who may access a particular customer's account information as long as such employees or agents have the customer's affirmative informed consent (e.g., to resolve billing question, customer service question or new service sign up) and have been trained and mandated by iTalk Mobile to undertake security measures to protect accounts and the information accessed.
- (d) Upon satisfactory completion of the screening-process requirements set forth in this Agreement, such persons shall be considered "Screened Personnel." In addition, iTalk Mobile will cooperate with any reasonable notice by the USDOJ to provide additional information necessary for an enhanced background investigation to be conducted by such USDOJ with respect to identified screened personnel.

4.14 **Screening Process Requirements:** The screening process undertaken pursuant to Sections 4.13 and 4.14 of this Agreement shall be implemented through a reputable third party, and shall specifically include a background check in addition to a criminal records' check. iTalk Mobile shall consult with the USDOJ on the screening procedures utilized by the reputable third party and shall provide to the USDOJ a list of the positions subject to screening no later than ninety (90) days after the effective date. Thereafter, iTalk Mobile shall notify the USDOJ of changes to the list of positions subjected to screening (*i.e.*, either adding to or removing classes of positions) within sixty (60) days of such change.

- (a) iTalk Mobile shall utilize the criteria identified pursuant to Section 4.13 of this Agreement to screen personnel, shall report the results of such screening on a regular basis to the Security Officer, and shall, upon request, provide to the USDOJ all the information collected through the screening process of each candidate. Candidates for these positions shall be informed that the information collected during the screening process may be provided to the USDOJ, and the candidates shall consent to the sharing of this information with the USDOJ
 - 1) iTalk Mobile shall cooperate with reasonable requests by the USDOJ, or any U.S. government authority, desiring to conduct any further background checks.
 - a. Individuals who are rejected pursuant to such further background checks by the USDOJ or a U.S. government authority shall not be permitted to perform functions that would require screening under this Agreement.
 - 2) iTalk Mobile shall monitor on a regular basis the status of screened personnel, and shall remove personnel who no longer meet the screened personnel requirements.
 - 3) iTalk Mobile shall maintain records relating to the status of screened personnel, and shall provide such records, upon request, to the USDOJ.
- (b) Any records or other information relating to individual persons provided to or obtained by the USDOJ in connection with this Agreement, including implementation and results of screening requirements outlined in Section 4.14 of

this NSA, shall be maintained in a secure and confidential manner strictly in accordance with applicable law.

- 4.15 **System Security and Integrity ("SSI"):** iTalk Mobile shall provide the USDOJ and FCC with a current and updated SSI plan within thirty (30) days after the FCC's grant of the applications, and shall routinely update such SSI plan with the FCC and provide copies of the same to the USDOJ.

ARTICLE V AUDITING, REPORTING AND NOTICE

- 5.1 **Notice of Obligations:** iTalk Mobile shall instruct appropriate officials, employees, contractors and agents as to their obligations under this Agreement and the Implementation Plan, and issue periodic reminders of such obligations to such persons. Records of such instructions shall be maintained by the Security Officer.
- 5.2 **Reporting of Incidents:** iTalk Mobile shall take all practicable steps under the Implementation Plan to ensure that they shall notify the USDOJ if any iTalk Mobile official, employee, contractor, or agent acquires any information that reasonably indicates the following occurred:
- (a) a breach of this Agreement or the Implementation Plan;
 - (b) unauthorized or improper access to or disclosure of Domestic Communications, or the unauthorized or improper conduct of electronic surveillance carried out in violation of U.S. law;
 - (c) Access to or disclosure of CPNI or subscriber information in violation of U.S. federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI); or
 - (d) improper access to or disclosure of Classified Information or Sensitive Information.

iTalk Mobile's 's notification shall be made promptly and in any event no later than five (5) calendar days after iTalk Mobile management acquires such information. Further, iTalk Mobile shall lawfully cooperate in investigating the matters pertaining to such notice. iTalk Mobile need not report information where its disclosure would be in violation of an order of a court of competent jurisdiction within the United States.

- 5.3 **Notice of Decision to Store Information Outside the United States:** iTalk Mobile shall provide the USDOJ with thirty (30) days' prior written notice regarding the storage outside of the U.S. by iTalk Mobile, or any entity with which iTalk Mobile have contracted or made other arrangements for data or communications processing or storage storing of Domestic Communications, Transactional Data, Call Associated Data, Subscriber Information, CDRs, CPNI, or other billing records. Such notice shall, at a minimum:
- (a) include a description of the type of information to be stored outside the United States;

- (b) identify the custodian of the information (even if such custodian is iTalk Mobile);
- (c) identify the location where the information is to be stored; and
- (d) identify the factors considered in deciding to store the information outside of the United States.

5.4 **Notice of Decision to Use Foreign-Located Domestic Communication Infrastructure:** iTalk Mobile shall provide the USDOJ forty-five (45) days' advance written notice if iTalk Mobile plans to provide, direct, control, supervise, or manage Domestic Communications through any facilities located outside of the United States and its territories. Upon receipt of such a notice, the USDOJ shall have forty-five (45) days to object to iTalk Mobile's notified plans. Such notice shall, at a minimum:

- (a) include a description of the facilities to be located outside the United States, and a description of the functions of the facilities;
- (b) identify the location where the facilities are to be;
- (c) identify the factors considered in making the decision; and
- (d) identify the security provisions taken by iTalk Mobile to protect DC and DCI.

5.5 **Outsourcing Third Parties:** If iTalk Mobile outsources to third parties any function covered by this Agreement or the Implementation Plan, iTalk Mobile shall take reasonable steps to ensure that those third parties comply with the applicable terms of this Agreement and Implementation Plan. The reasonable steps that must be taken shall include:

- (a) iTalk Mobile including in the contracts of such third parties, executed on or after the effective date (including, for the avoidance of doubt, the subsequent renewal or extension of any contracts with outsourcing third parties with which iTalk Mobile and/ have a contract as of the effective date), written provisions requiring that such third parties comply with all applicable terms of the Agreement and Implementation Plan;
- (b) iTalk Mobile taking other reasonable, good-faith measures to ensure that such third parties are aware of, agree to comply with, and are bound by the applicable obligations under this Agreement and Implementation Plan (*e.g.*, providing copies of and training regarding the Agreement and Implementation Plan to such third parties, and requiring acknowledgement forms with respect to their obligations from such third parties, etc.);
- (c) If iTalk Mobile learns that an outsourcing third party or the outsourcing third party's employee has violated a provision of this Agreement or the Implementation Plan, iTalk Mobile immediately shall notify in writing the USDOJ.

- 1) Upon such notification, and in consultation with the USDOJ, iTalk Mobile will take the steps necessary to rectify the situation, which steps may

include, among others, terminating the arrangement with the outsourcing third party, initiating and pursuing litigation or other remedies at law and equity, and/or assisting and cooperating with the USDOJ in pursuing legal and equitable remedies.

- 5.6 **Access to Information:** In response to reasonable requests made by the USDOJ, iTalk Mobile shall provide access in a timely manner to information concerning technical, physical, management, or other security measures and other reasonably available information needed by the USDOJ to assess compliance with the terms of this Agreement and the Implementation Plan.
- 5.7 **USDOJ Visits and Inspections:** Unless required by exigent circumstances, upon reasonable notice and during business hours, the USDOJ may visit and inspect any part of iTalk Mobile's Domestic Communications Infrastructure, secure facilities, corporate offices in the United States, and such other facilities that USDOJ requires to verifying compliance with the terms of this Agreement and the Implementation Plan. iTalk Mobile shall have appropriate iTalk Mobile employees accompany USDOJ representatives throughout any such inspection, unless, for the purposes of USDOJ compliance, such as confidential discussions with iTalk employees or contractors, such accompanying iTalk Mobile employees are requested by USDOJ to be temporarily absent
- 5.8 **USDOJ Access to Personnel:** Unless required by exigent circumstances, promptly upon reasonable notice, but no later than three (3) calendar days, from the USDOJ, iTalk Mobile will make available for interview officers or employees of iTalk Mobile, and will seek to require contractors to make available appropriate personnel located in the United States in a position to provide information to verify compliance with this Agreement and the Implementation Plan.
- 5.9 **Approval of Managed Network Service and Principal Equipment Providers:** No later than thirty (30) days after the effective date, iTalk Mobile shall provide the USDOJ with a list of names of all managed network service providers and principal equipment providers, including entities that perform any maintenance, repair, or replacement that could result in any material modification to the principal equipment or systems or software used with or supporting the principal equipment. Such list shall not only identify the managed network service provider or principal equipment, but also identify the manner/type of service offered. iTalk Mobile shall seek approval from the USDOJ at least forty-five (45) days before using any managed network service provider or principal equipment provider not previously identified to the USDOJ or where there will be changes in the service offerings/support from already identified managed network service providers and principal equipment providers (i.e., an already identified provider will now be offering support in a previously unidentified way). The USDOJ shall approve or disapprove any such request within thirty (30) days of receipt, unless otherwise delayed by awaiting responses to inquiries for further information from iTalk Mobile, in which event the USDOJ shall be afforded additional time to approve or disapprove any request sent to the USDOJ under this Section 5.9. The USDOJ's additional time to approve or disapprove shall be either the original thirty (30)-day window extended by the number of days the USDOJ awaited a response from iTalk Mobile and/or fourteen (14) days after a response from iTalk Mobile is received, whichever is greater. Failure by the USDOJ to respond within the required timeframe shall be deemed to constitute a non-

objection to use.

- (a) In the event of an emergency, as determined by the SOTCO, such as an instance requiring immediate maintenance or repair of facilities and use of a service or equipment for which the necessary managed network service provider or principal equipment supplier has not already been notified to the USDOJ, iTalk Mobile may utilize the provider or supplier, provided that iTalk Mobile provide notice to the USDOJ as promptly as practicable, and in no event longer than three (3) business days after the initial use of the supplier or provider. iTalk Mobile may continue to utilize the provider or supplier, provided that the USDOJ does not object within thirty (30) days of notification to the USDOJ, or within the additional time necessary for iTalk Mobile and/ to answer USDOJ questions, as outlined for the usual process in Section 5.9.
- (b) The emergency authority conferred in Section 5.9(a) may be suspended at will by the USDOJ for any length of time deemed necessary by the USDOJ should the USDOJ conclude that prior emergency action under Section 5.9(a) either did not warrant an emergency or otherwise was not handled appropriately by iTalk Mobile or the SOTCO. Such suspension by the USDOJ must be in writing, and can only be rescinded thereafter by the USDOJ in writing. The USDOJ shall reasonably and promptly engage with iTalk Mobile regarding any suspension of Section 5.9 under this Section 5.9(b).

5.10 **Annual Report:** On or before the yearly anniversary of the effective date, a designated senior corporate officer of iTalk Mobile and shall submit to the USDOJ a report assessing iTalk Mobile's compliance with the terms of this Agreement and the Implementation Plan for the preceding twelve-month period. The report shall at a minimum include:

- (a) a copy of the policies and procedures adopted to comply with this Agreement and the Implementation Plan;
- (b) a summary of the changes, if any, to such policies and procedures, and the reasons for those changes;
- (c) a summary of any known acts of non-compliance with the terms of this Agreement and the Implementation Plan, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future;
- (d) an identification of any other issues that could affect the effectiveness of or compliance with this Agreement or the Implementation Plan;
- (e) a list of all of the notices submitted to the USDOJ during the prior year;
- (f) a current list of all managed network service providers and principal equipment providers, including the manner/type of support from each;
- (g) updated network security policies and implementation procedures;
- (h) an identification of any material information with respect to this Agreement not

specifically identified in this Section 5.10;

- (i) an identification of material cybersecurity incidents, in accordance with the Implementation Plan, to include material malicious and persistent network attacks, enterprise intrusions/unauthorized access, viruses, phishing electronic-mail ("e-mail") messages, and/or similar threats; and
- (j) a list of all non-U.S. citizen personnel who, as of the date of the annual report, either remain working in the positions and/or capacities already notified to the USDOJ pursuant to Sections 4.1 and 4.2 (b) of this NSA or who need to be added to the list.

5.11 Annual Third-Party Network Security Audit: iTalk Mobile shall retain and pay for a neutral subject matter expert to objectively audit iTalk Mobile's operations and compliance with this NSA every two (2) years, provided that the USDOJ may request that iTalk Mobile commission an audit during the interim year between standard audit reports should the need arise, as determined by the USDOJ. Should the USDOJ request an interim audit, the USDOJ will make every attempt to tailor the scope of that audit to those areas of most interest to the USDOJ. .

- (a) The final audit report for the first audit commissioned under this section shall be due one year from the Implementation Plan's adoption date, with the final reports for each subsequent audit due every two years thereafter (e.g., the second final audit report would be due three years after the Implementation Plan's adoption date). Should the USDOJ request an interim audit, that request shall have no bearing on the due date for the audit otherwise due under this Section 5.11 at the end of the relevant two-year period between standard audits, unless otherwise waived by the USDOJ.
- (b) iTalk Mobile shall provide notice of, and terms of reference for, their selected auditor to the USDOJ, and the USDOJ shall have an opportunity to review and object to the selected auditor within thirty (30) days of receiving such notice. In the event of a USDOJ objection to a selected auditor, iTalk Mobile shall work in good faith to resolve such objection.
- (c) iTalk Mobile shall provide to the USDOJ a copy of the contract with the selected auditor, which shall include terms defining the scope and purpose of the audit. The USDOJ shall have the right to review and comment on such terms. In the event of the USDOJ commenting on an audit's terms, iTalk Mobile shall work in good faith to resolve the USDOJ's comments and requests changes and/or insertions by the USDOJ.
- (d) Through their contract with the selected auditor, iTalk Mobile shall ensure that all reports generated by the auditor are provided promptly to the USDOJ.
- (e) At a minimum, the terms defining the scope and purpose of the audit shall include:
 - 1) Development of an initial vulnerability and risk assessment based on this Agreement, and a detailed audit work plan based on such assessment.
 - 2) Authority for the auditor to review and analyze iTalk Mobile's security

policies and procedures related to network security, methods for protecting the companies' trade secrets touching upon the matters addressed in this Agreement, and those policies discussed in this NSA;

- 3) Authority to audit the integrity of password systems, review access logs, syslogs, and review logs regarding any access to a capacity to conduct electronic surveillance;
- 4) Authority for the Auditor to reports, summaries, and other information regarding iTalk Mobile's efforts to monitor network devices via logs and active polls for unauthorized access or access above assigned privileges, including to U.S. Records, and to include any known security issues;
- 5) Authority for the auditor to conduct a reasonable number of unannounced inspections of iTalk Mobile's facilities; and
- 6) Authority for the auditor to conduct a reasonable volume of random testing of network firewalls, access points, and other systems for potential vulnerabilities.

5.12 **Network Changes:** iTalk Mobile will report to the USDOJ any major network provisions or upgrades and changes to principal equipment suppliers, managed network service providers, and third-party vendors or contractors within thirty (30) days.

5.13 **Control of iTalk Mobile:** iTalk Mobile agrees that all senior management or executive positions will be held by United States citizens. iTalk Mobile shall promptly provide to the USDOJ written notice and copies of any filing(s) with the FCC or any other governmental agency relating to the *dejure* or *defacto* control of iTalk Mobile, except for filings with the FCC for assignments or transfers of control to any U.S. subsidiary of iTalk Mobile that are *pro forma*.

5.14 **Corporate Restructuring:** iTalk Mobile shall promptly notify the USDOJ in writing of any corporate restructuring of iTalk Mobile.

5.15 **Notices:** All communications or other notices relating to this Agreement or the implementation plan may be made in any manner and form discussed herein, to the individuals identified herein or to such persons notified to the parties in the future as updated points of contact with respect to the NSA. All communications or other notices relating to this Agreement or the Implementation Plan shall be deemed given:

- (a) when delivered personally;
- (b) if by e-mail, as of the electronic time stamp in the USDOJ's e-mail account(s);
- (c) if by facsimile, upon transmission with confirmation of receipt by the receiving party's facsimile terminal;
- (d) if sent by documented overnight courier service, on the date delivered; or
- (e) if sent by mail, five (5) business days after being mailed by registered or certified

U.S. mail, postage prepaid, addressed to the parties' designated representatives at the addresses shown below, or to such other representatives at such other addresses as the parties may designate in accordance with this section:

5.16 Financial Audit Requirements. iTalk Mobile will retain and pay for a neutral third-party financial audit (e.g., of total assets, total liabilities, total net assets, cash flows, accounts payable/receivable records, investments, tax liabilities, beginning and ending net assets, including its corporate bank accounts and loans) for the fiscal year 2016,³ to include an audit of iTalk Mobile's internal controls ("the Initial Audit"). The deadlines and requirements for the Initial Audit will be as follows:

- (a) Within sixty (60) days from the execution date of this Agreement, iTalk Mobile shall provide notice of its proposed third-party auditor for the Initial Audit to the USDOJ.
- (b) The USDOJ shall have an opportunity to provide reasonable objections to the proposed auditor within sixty (60) days of receiving iTalk Mobile's notification of a proposed auditor.
- (c) Once the USDOJ and iTalk Mobile mutually agree upon a third-party auditor, and after iTalk Mobile receives USDOJ's written non-objection, iTalk Mobile will designate the agreed-upon, neutral, third-party auditor ("the Initial Designated Auditor").
- (d) Thereafter, iTalk Mobile shall consult with the USDOJ on the Initial Audit's terms and scope of engagement, the financial statements being audited, and the auditing standards to be applied (collectively, the "Initial Audit Terms") and iTalk Mobile will reasonably address any concerns raised by the USDOJ, with the final Initial Audit Terms being subject to USDOJ approval. The USDOJ and iTalk Mobile will reasonably negotiate any concerns raised by iTalk Mobile to the Initial Audit Terms. The Initial Designated Auditor will circulate to USDOJ and iTalk Mobile the final Initial Audit Terms once they are approved by both USDOJ and iTalk Mobile.
- (e) iTalk Mobile shall ensure that the Initial Audit report generated by the Initial Designated Auditor promptly is provided to the USDOJ directly by the Initial Designated Auditor, before the Initial Audit report is provided by the Initial Designated Auditor to iTalk Mobile and its parent company or subsidiary in China or the U.S.
- (f) The Initial Audit's final report will be due no later than 180 days after either the close of iTalk Mobile's fiscal year or the date on which the Initial Designated Auditor circulated the final Initial Audit Terms, whichever is later, unless other arrangements are approved by USDOJ, and will be issued by a certified public accountant ("CPA"). The Initial Audit's final report will include a statement that the audit was conducted in accordance with generally accepted auditing standards and an identification of the U.S. as the country of origin of those standards.
- (g) Following the Initial Audit, unless otherwise directed by the USDOJ, subsequent audits will be conducted annually for each of the subsequent fiscal years. Consequently, iTalk Mobile shall retain and pay for subsequent neutral third-party financial audits (e.g., of total assets, total liabilities, total net assets, cash flows, accounts payable/receivable records, investments, tax liabilities, beginning and ending net assets, including its corporate bank accounts and loans). The deadlines and requirements for each Subsequent

³ iTalk Mobile's fiscal year is from January 1 to December 31, annually.

Audit or Requested Review will mirror those for the Initial Audit, and include:

- (1) iTalk Mobile shall provide notice of the proposed auditor to USDOJ each subsequent year following the completion of an audit or financial review, within one hundred twenty (120) days of the submission of the preceding year's final audit or financial-review report, if the auditor has changed from the person/firm most recently designated or if USDOJ has notified iTalk Mobile of an objection to the retention of the same person/firm.
- (2) Should USDOJ object to the retention of the same person/firm for subsequent audit(s) or financial review(s), the USDOJ shall have an opportunity to provide reasonable objections within ninety (90) days of the submission of the preceding year's final audit or financial-review report. The USDOJ shall have an opportunity to provide reasonable objections to a newly proposed auditor within sixty (60) days of receiving iTalk Mobile's notification of a newly proposed auditor.
- (3) Once the USDOJ and iTalk Mobile mutually agree upon a neutral third-party auditor ("the Designated Auditor"), the USDOJ shall be consulted on the terms and scope of engagement, the financial statements being audited, and the auditing standards to be applied, including whether an audit of internal controls should be conducted, for the Subsequent Audit(s) and/or Requested Review(s), (collectively, the "Subsequent Terms"). iTalk Mobile will reasonably address any concerns raised by the USDOJ, with the final Subsequent Audit Terms being subject to USDOJ approval. The USDOJ and iTalk Mobile will reasonably negotiate any concerns raised by iTalk Mobile to the Subsequent Audit Terms.
- (4) iTalk Mobile shall ensure that the final Subsequent Audit and/or Requested Review reports generated by the Designated Auditor are promptly provided to the USDOJ directly by the Designated Auditor before the final Subsequent Audit report is provided to iTalk Mobile or its parent company/subsidiaries in China and U.S. by the Designated Auditor.
- (5) The final results for Subsequent Audits and/or Requested Review(s) will be due no later than one hundred eighty (180) days after either the close of the fiscal year to which the audit or review relates or the date on which the Designated Auditor circulated the Subsequent Terms, whichever is later, unless other arrangements are approved by the USDOJ, and will be issued by a CPA. The final report for a Subsequent Audit and/or Requested Review will include a statement that the audit was conducted in accordance with generally accepted auditing standards and an identification of the U.S. as the country of origin of those standards.
- (h) iTalk Mobile agrees to negotiate in good faith with the USDOJ to resolve any national security, law enforcement, or public safety concerns that the USDOJ may raise with respect to the results of any third-party audit. The USDOJ shall be granted the right to exclusively meet with the auditors at any time, upon USDOJ's request.

ARTICLE VI FREEDOM OF INFORMATION ACT

- 6.1 **Protection from Disclosure:** The USDOJ shall take all reasonable measures to protect from public disclosure all information submitted by iTalk Mobile to the USDOJ in

connection with this Agreement and clearly marked with the legend:

"Confidential; Subject to Protection Under 5 U.S.C. Section 552(b); Not to be Released Without Notice to iTalk Mobile," or similar designation.

Such markings shall signify that it is iTalk Mobile's position that the information so marked constitutes "trade secrets" and/or "commercial or financial information obtained from a person and privileged or confidential," or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b)(4). If a request is made under 5 U.S.C. § 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the USDOJ, as appropriate, shall notify iTalk Mobile and/or of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If iTalk Mobile objects to the intended disclosure and its objections are not sustained, the USDOJ, as appropriate, shall notify iTalk Mobile of its intention to release (as provided by Section 5 of Executive Order 12600) not later than five (5) business days prior to disclosure of the challenged information.

- 6.2 **Use of Information for U.S. Government Purposes:** Nothing in this Agreement or the Implementation Plan shall prevent the USDOJ from lawfully disseminating information as appropriate to seek enforcement of this Agreement or the Implementation Plan, provided that the USDOJ takes all reasonable measures to protect from public disclosure the information marked as described in Section 6.1.

ARTICLE VII OTHER

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- 7.1 **Informal Resolution:** The parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed by the parties, in the first instance, at the staff level by their designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the USDOJ believes that important U.S. interests can be protected, or the parties believe that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 7.2 below. If, after meeting with higher authorized officials, any party determines that further negotiations would be fruitless, then any party may resort to the remedies set forth in Section 7.2 below. If resolution of a disagreement requires access to Classified Information, the parties shall designate a person or persons possessing the appropriate security clearances.
- 7.2 **Enforcement of Agreement and the Implementation Plan:** Subject to Section 7.1 of this Agreement, if any party believes that any other party has breached or is about to breach this Agreement or the implementation plan, that party may bring an action against the other party for appropriate judicial relief. Subject to Article III and Section 7.1, nothing in this Agreement or the Implementation Plan shall limit or affect the right of the USDOJ or a U.S. government authority to:
- (a) seek revocation by the FCC of any license, permit, or other authorization granted or given by the FCC to iTalk Mobile, or seek any other action by the FCC regarding iTalk Mobile; or

- (b) seek civil sanctions for any violation of any U.S. law or regulation or term of this Agreement or the Implementation Plan; or
 - (c) pursue criminal sanctions against iTalk Mobile or any of its respective directors, officers, employees, representatives or agents, or against any other person or entity, for violations of the criminal laws of the United States.
- 7.3 **Forum Selection:** Any civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement or the Implementation Plan shall be brought, if at all, in the United States District Court for the District of Columbia.
- 7.4 **Irreparable Injury:** iTalk Mobile agree that the United States would suffer irreparable injury if for any reason iTalk Mobile failed to perform any of their significant obligations under this Agreement or the Implementation Plan, and that monetary relief would not be an adequate remedy. Accordingly, iTalk Mobile agree that, in seeking to enforce this Agreement or the Implementation Plan, the USDOJ shall be entitled, in addition to any other remedy available at law or equity and pursuant to a valid court order, to specific performance and injunctive or other equitable relief.

ARTICLE VIII DISPUTES AND MISCELLANEOUS

- 8.1 **Right to Make and Perform Agreement:** iTalk Mobile represent that they have and shall continue to have throughout the term of this Agreement and the Implementation Plan the full right to enter into this Agreement and the Implementation Plan, and to perform their obligations hereunder, and that this Agreement and the implementation plan are legal, valid, and binding obligations enforceable in accordance with their terms.
- 8.2 **Non-Relinquishment of Rights:** The availability of any civil remedy under this Agreement or the Implementation Plan shall not prejudice the exercise of any other civil remedy under this Agreement, the Implementation Plan, or under any provision of law, nor shall any action taken by a party in the exercise of any remedy be considered a waiver by that party of any other rights or remedies. The failure of any party to insist on strict performance of any of the provisions of this Agreement or the Implementation Plan, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver by any party of any provision or right shall be valid unless it is in writing and signed by the Party, and shall impact the rights of such party to retract, void, or terminate such waiver unless such a right is granted in a waiver.
- 8.3 **Headings:** The article and section headings and numbering in this Agreement and the Implementation Plan are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or the Implementation Plan.
- 8.4 **Other Laws:** Nothing in this Agreement or the Implementation Plan is intended to limit or constitute a waiver of: (a) any obligation imposed by any U.S. federal, state, or local law or regulation on the parties; (b) any enforcement authority available under any U.S. federal, state or local law or regulation; (c) the sovereign immunity of the United States; or (d) any

authority that the USDOJ may possess over iTalk Mobile's activities or facilities wherever located.

- 8.5 **Statutory References:** All references in this Agreement to statutory provisions shall include any future amendments or superseding replacements to such statutory provisions.
- 8.6 **Non-Parties:** Nothing in this Agreement or the Implementation Plan is intended to confer, or does confer, any rights or obligations on any person other than the parties and any other governmental authority in the United States authorized to effect electronic surveillance pursuant to lawful U.S. process.
- 8.7 **Modification:** This Agreement and the Implementation Plan may only be modified by written Agreement signed by all of the parties. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days of the date of the last signature affixed to a written modification of the Agreement by the parties.
- 8.8 **Waiver:** Either party may seek individual waivers from specific terms, obligations, or portions of this Agreement by requesting such waiver from the other parties. Waivers from specific terms, obligations, or portions of this Agreement must be granted in writing to be effective, and can be subject to terms and conditions imposed, or withdrawn at any time, by the granting party.
- 8.9 **Partial Invalidity:** If any portion of this Agreement or the Implementation Plan is declared invalid by a U.S. court of competent jurisdiction, or by subsequent events affecting the corporate structure of iTalk Mobile, this Agreement and the Implementation Plan shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the parties' intent as reflected in this Agreement.
- 8.10 **Good Faith Negotiations:** The USDOJ agrees to negotiate in good faith and promptly with respect to any request by iTalk Mobile for modification of this Agreement if the obligations imposed on iTalk Mobile under this Agreement become unduly burdensome to iTalk Mobile or adversely affect iTalk Mobile's competitive position, or are substantially more restrictive than those imposed on other U.S. and foreign licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, or public safety concerns. If the USDOJ finds that the terms of this Agreement or the Implementation Plan are inadequate to address national security, law enforcement, and public safety concerns presented by an acquisition by iTalk Mobile in the United States after the date that all the parties have executed this Agreement, iTalk Mobile shall negotiate in good faith to modify this Agreement or the Implementation Plan to address those concerns.
- 8.11 **Successors and Assigns:** This Agreement and the Implementation Plan shall inure to the benefit of, and shall be binding upon iTalk Mobile, the USDOJ, and their respective successors and assigns. This Agreement and the Implementation Plan shall apply in full force and effect to any entity or asset, whether acquired before or after the effective date, over which iTalk Mobile, including its successors or assigns, has the power or authority to exercise *de facto* or *de jure* control.
- 8.12 **Joint Ventures:** iTalk Mobile have entered into or may enter into joint ventures or other arrangements under which a joint venture or another entity may provide Domestic Communications services. If iTalk Mobile has the power or authority to exercise *de facto* or

dejure control over such entity, then iTalk Mobile will ensure that such entity shall fully comply with the terms of this Agreement and the Implementation Plan and provide DOJ . To the extent that iTalk Mobile lacks such power or authority over such an entity, iTalk Mobile shall in good faith endeavor to have such entity comply with this Agreement and the Implementation Plan and shall consult with the USDOJ about the activities of such entity.

- 8.13 **Effective Date of Agreement:** Except as otherwise specifically provided in the provisions of this Agreement, the obligations imposed and the rights conferred by this Agreement shall take effect upon the effective date.
- 8.14 **Termination of Agreement:** This Agreement may be terminated at any time by a written Agreement signed by the parties. The parties agree that they will reasonably consider any termination request submitted pursuant to this Agreement.
- 8.15 **Counterparts:** This Agreement may be executed in one or more counterparts, including by facsimile or portable document format ("**PDF**"), each of which shall together constitute one and the same Agreement.
- 8.16 **Notices:** All notices required to be given shall be made as follows:

- (a) The U.S. Department of Justice-
Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Attn.: Team Telecom
Electronic mail: FIRS-TT@usdoj.gov

Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to iTalk Mobile by USDOJ in the future: Bermel Paz of the USDOJ (at Paz.Bermel@usdoj.gov); Richard Sofield of the DOJ (richard.sofield2@usdoj.gov); and Daniel.Wunderlii of the FBI (at daniel.wunderlii@ic.fbi.gov).

- (b) The Federal Bureau of Investigation
Unit Chief, Science and Technology Policy and Law Unit
Federal Bureau of Investigation
935 Pennsylvania Ave, NW
Room 7350
Washington, DC 20535

(c) iTalk Mobile

iTalk Mobile Corporation
Attn: William A. Burge
Vice President
1120 South Capital of Texas Highway
Building 2, Suite 110, Austin, TX 78746

With a courtesy Electronic Mail copy to: bburge@italkglobal.com, or to his designee from time to time.

(d) iTalk Global

iTalk Global Communications, Inc.
Attn: William A. Burge
Vice President
1120 South Capital of Texas Highway
Building 2, Suite 110, Austin, TX 78746

With a courtesy Electronic Mail copy to: bburge@italkglobal.com, or his designee from time to time.

8.17 **Applicability:** iTalk Global is only subject to the following sections of this Agreement as a Party: Sections 2.2(a), and 2.4, except to the extent that it operates as an agent of iTalk Mobile and in those cases it will be subject to the requirements of the Agreement under Section 5.5.

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U.S. Department of Justice

iTalk Mobile Corporation

Richard Sofield, Director
Foreign Investment Review Staff
Date:

Jack Jie Zhao, Chief Executive Officer
Date:

iTalk Global Communications, Inc.

William A. Burge, Vice President
Date:

Vice President
1120 South Capital of Texas Highway
Building 2, Suite 110, Austin, TX 78746

With a courtesy Electronic Mail copy to: bburge@italkglobal.com, or to his designee from time to time.

(3) iTalk Global

iTalk Global Communications, Inc.
Attn: William A. Burge
Vice President
1120 South Capital of Texas Highway
Building 2, Suite 110, Austin, TX 78746

With a courtesy Electronic Mail copy to: bburge@italkglobal.com, or his designee from time to time.


8.17 **Applicability:** iTalk Global is only subject to the following sections of this Agreement as a Party: Sections 2.2(a); and 2.4, except to the extent that it operates as an agent of iTalk Mobile and in those cases it will be subject to the requirements of the Agreement under Section 5.5.

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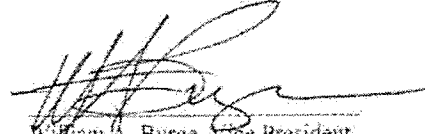
U.S. Department of Justice


Richard Sofield, Director
Foreign Investment Review Staff
Date: 12/22/16

iTalk Mobile Corporation


Jack Jie Zhao, Chief Executive Officer
Date: 12/21/2016

iTalk Global Communications, Inc.


William A. Burge, Vice President
Date: 12/21/2016