

7.10 **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

7.11 **Non-Exclusivity** Nothing in this Agreement will prevent IDT or Company from entering into similar arrangements with, or otherwise providing Services to, any other person or entity.

7.12 **Entire Agreement** This Agreement, including any exhibits attached hereto, sets forth the entire agreement and understanding of the Parties hereto and supersedes and merges any and all prior proposals, negotiations, representations, agreements, arrangements or understandings, both oral and written, relating to the subject matter hereof. The Parties hereto have not relied on any proposal, negotiation or representation, whether written or oral, that is not expressly set forth herein.

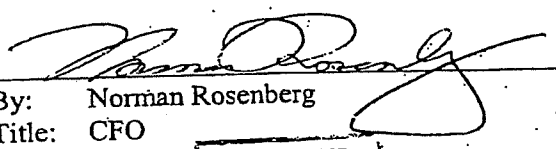
7.13 The parties agree that Company shall not send any traffic to IDT pursuant to this Agreement until such time as IDT and Company specifically agree in writing that IDT is willing to accept such traffic.

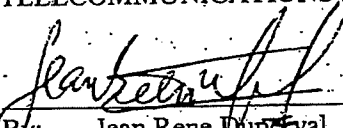
7.14 The parties agree that this Agreement shall be executed on the same date as the agreement between IDT and Mont. Salem.

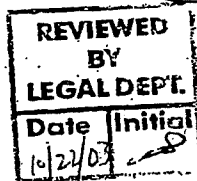
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

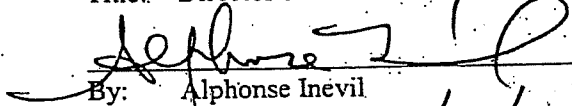
IDT DOMESTIC TELECOM, INC.

TELECOMMUNICATIONS D'HAITI S.A.M.

By: 
Title: CFO

By: 
Title: Director of International Affairs 11/06/03



By: 
Title: Director General 11/06/03

IDT LEGAL; FORM; TELECOM; RECIPROCAL B; Weekly Custom; 09-03

ANNEX A

AGREEMENT

This agreement ("Agreement"), dated this 22nd day of October, 2003, is by and between IDT Domestic Telecom, Inc., a Delaware corporation, located at 520 Broad Street, Newark, New Jersey, 07102, ("IDT") and Mont Salem Management Ltd., a Turks and Caicos Islands Corporation ("Mont Salem"), located at PO Box 260, Butterfield Square, Providenciales, Turks and Caicos Islands, British West Indies (the "Party", respectively, or collectively the "Parties"), sets forth the terms and conditions upon which, among other things, Company shall invoice IDT, collect payment from IDT and pay IDT, in connection with long distance telecommunications traffic that IDT sends to Telecommunications D'Haiti S.A.M. for termination in Haiti, pursuant to the Carrier Service Agreement ("CSA") between IDT and Telecommunications D'Haiti S.A.M. ("Company"), dated October 22nd, 2003.

WHEREAS, IDT and Company entered into a Carrier Service Agreement ("CSA"), dated October 22, 2003, pursuant to which IDT and Company each agreed to provide and purchase wholesale telecommunications services ("Services") to one another; and

WHEREAS, Company appointed Mont Salem as Company's agent to: (i) invoice IDT for Services provided by Company to IDT pursuant to CSA; (ii) collect all payments from IDT in connection with such invoices; (iii) pay to IDT all amounts invoiced by IDT for Services provided by IDT to Company pursuant to the CSA; (iv) dispute invoices received from IDT; (v) handle all rate/class disputes, minute disputes and other invoice-related disputes brought by IDT; (vi) establish rates and effect rate changes on behalf of Company; (vii) receive rate changes from IDT on behalf of Company; and (viii) be responsible for all other financial aspects of the relationship between Company and IDT; and

WHEREAS, Mont Salem has accepted such appointment as Company's agent for the purposes defined in the paragraph above;

NOW THEREFORE, In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1.1 **Term.** This Agreement shall have the same Term as the CSA.

1.2 **Rates and Destination Code Changes and Use of Technology**

1.2.1 **Rates.** International rates are determined on a per country and/or city specific basis and all rates are as set forth in the Exhibits attached hereto. International rates are shown in terms of full minutes and calls are billed in six (6) second increments after the initial minimum thirty (30) second call duration, with the exception of calls to Mexico which are billed in sixty (60) second increments with a minimum call duration of sixty (60) seconds. Availability of Services is dependent upon the availability of facilities. Each Party may offer, in its sole discretion, rate decreases effective immediately upon Written Notice, as hereinafter defined, to the other Party. Each Party may, at any time but only upon Written Notice, increase its rates, provided that the effective date and time of such increase is not earlier than 12:01 AM Applicable Time (as defined in Section 1.3 below) on the "Effective Date". The Effective Date shall mean the date on which such Written Notice is sent PLUS seven (7) days.

NA