



## Public Utilities Commission

### APPLICATION FORM FOR A TELECOMMUNICATION LICENCE

Please tick the applicable box:

New Applicant	<input type="checkbox"/>
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Existing licensee making <del>new application or</del> renewal	<input checked="" type="checkbox"/>
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**Notes for the guidance of Applicants for a Licence under the Telecommunications (Licensing Classification, Authorisation and Fee Structure) Regulations, Revised Edition 2020, as amended (the “Regulations”).**

- Unless the Commission states otherwise, two **copies (one clearly marked CONFIDENTIAL INFORMATION which will be for PUC’s use only and one excluding confidential information for public scrutiny)** of the completed application form should be provided in addition to a completed soft copy submission to [telecom@puc.bz](mailto:telecom@puc.bz). The application forms should be submitted in an envelope clearly marked “Application for Telecommunication Service Provider License” addressed to:

The Public Utilities Commission  
P.O. Box 300  
Belize City, Belize  
Central America

- If any question is considered not applicable, please mark ‘N/A’ with further explanation if necessary.
- The non-refundable application fee for the License must accompany an application in the form of a cheque made payable to the Public Utilities Commission or with a suitable proof of payment for bank or wire transfers.
- Please note that the applicant is required to publish a notice of this application within 14 days after the making of the application in accordance with the Regulations. The notice template is included in Annex A of this application form.
- Failure to comply with any of these requirements may render the application liable to disqualification.

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#### 1. NAME OF COMPANY/PERSON TO BE LICENSED

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*(The Company or persons name should be stated in full)*

**BELIZE TELEMEDIA LIMITED**

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#### 2. CONTACT DETAILS OF THE COMPANY/PERSON TO BE LICENSED

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*(The physical address, postal address, telephone and fax numbers should be stated)*

Address of applicant:  
*(Street Name/Postal Address/  
Building Number/Registered Office)*

Esquivel Telecom Center, #1 Saint Thomas Street, Belize City, Belize

Contact Person:

Kileru Awich, Internal Legal Counsel, Belize Telemedia Limited

Telephone Numbers(s):

6145962

Fax Number:	N/A
Email address:	<a href="mailto:kawich@livedigi.com">kawich@livedigi.com</a> & <a href="mailto:LegalRegulatoryAffairs@livedigi.com">LegalRegulatoryAffairs@livedigi.com</a>
Website address:	livedigi.com

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### 3. MAILING ADDRESS IN BELIZE (IF COMPANY IS OVERSEAS)

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N/A

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### 4. SHORT DESCRIPTION OF THE NATURE OF THE APPLICANT'S BUSINESS AND PROPOSED LICENSABLE SERVICES TO BE PROVIDED

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*(A single sentence description of what aspect of telecommunication service the applicant is applying to be licensed in)*

Belize Telemedia Limited is the holder of a Telecommunications Individual Licence granted by the Public Utilities Commission on the 29<sup>th</sup> December 2022. As such, Belize Telemedia Limited is a licensed internet service provider and a licensed provider of fixed and mobile telecommunication services in Belize. Belize Telemedia Limited is herein applying to the Public Utilities Commission for a renewal of Belize Telemedia Limited's licence which was granted on the 29<sup>th</sup> of December 2022; to enable Belize Telemedia Limited to continue to be a licensed internet service provider in Belize and to enable Belize Telemedia Limited to continue to provide licensed fixed and mobile telecommunication services in Belize. Belize Telemedia Limited's renewal application is being made pursuant to **section 19(2) of the Belize Telecommunications Act.**

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### 5. COMPANY PROFILE

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*(Give full details of the proprietors or partners owning the business or if the applicant is a Company the names of the directors and shareholders of the Company.)*

#### **Where the Applicant is not a company**

*(Expand list where necessary)*

Name of proprietor	Nationality	Address	Passport/ID No.
1 N/A.....	N/A.....	N/A.....	N/A.....
.....	N/A.....	N/A.....	N/A.....
2. N/A.....	N/A.....	N/A.....	N/A.....
.....	N/A.....	N/A.....	N/A.....

Name under which applicant proposes to trade: N/A....

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#### **Where the Applicant is a Company registered under the Companies Act**

*(Expand list where necessary)*

i) Name of Shareholder	Nationality	No of shares held	Passport/ID No.
Ministry of Finance (Government of Belize)	Belizean	24,417,273 (Ordinary Shares)	N/A
		48,500,000 (Preference Shares)	
Social Security Board	Belizean	17,000,000 (Ordinary Shares)	N/A
Central Bank of Belize	Belizean	4,000,000 (Ordinary shares)	N/A
Other small Belizean shareholders	Belizean	4,132,113 (Ordinary Shares distributed amongst 1,500+ small Belizean shareholders)	N/A

<b>ii) Name of Director</b>	<b>Nationality</b>
1. Markhelm Lizarraga	Belizean
2. Marconi Leal	Belizean
3. Eric Eusey	Belizean
4. Nigeli Sosa	Belizean
5. Narda Garcia	Belizean
6. Emogene Habet	Belizean
7. Moises Cal	Belizean
8. Michael Hyde	Belizean
9. Jermie Usher	Belizean
10. Jose Urbina	Belizean

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## **6. SHAREHOLDING**

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- i) Local: **99.99%** Foreign: **0.01%**
- ii) Authorised Shares: **148,500,000** Issued Shares: **98,049,386**

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## **7. CERTIFICATE OF INCORPORATION**

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Re-Registration No: **000021455** (former registration number: 9497) Incorporation Date: **14<sup>th</sup> September 2006**

(See attachments to this application)

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## **8. NAME AND ADDRESS OF THE BANK OR FINANCIAL INSTITUTION WHERE BUSINESS ACCOUNT IS MAINTAINED.**

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Name of Bank, Branch: **Atlantic Bank Limited, Freetown Road, Belize City, Belize**

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## **9. PERSONAL DETAILS**

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- i) State whether any of the partners/ directors/ shareholders is undischarged bankrupt. (If so, indicate the names)

**N/A**

- ii) State whether any of the partners/ directors/ shareholders have a beneficial interest in any other business licensed to provide or operate telecommunication services.

**N/A**

- iii) Has any previous application by you been rejected under the Act? (If so, give details)

**NO**

iv) Has any licence ever been granted to you under the Telecommunications Act? (If so, give details)

**YES, 30<sup>th</sup> December 2002 (Transferred by Act No. 10 of 2007 from Belize Telecommunications Limited to Belize Telemidia Limited; renewed 30<sup>th</sup> December 2017; new licence granted on 29<sup>th</sup> of December 2022 by PUC without application by BTL and upon PUC refusing to renew previous licence in accordance with previous licence's renewal conditions.**

v) Has any previous licence granted to you under the Act been cancelled, suspended or modified? (If so, give details)

**new licence granted on 29<sup>th</sup> December 2022 by PUC without application by BTL and upon PUC refusing to renew previous licence in accordance with previous licence's renewal conditions.**

vi) Has any Affiliate been refused a license? (If so, provide details).

**NO**

vii) Has any Affiliate of the Applicant previously been granted a licence under the Telecommunications Act which was revoked (If so, give details)

**NO**

viii) Is the applicant the holder of a telecommunication licence in any other country? (If so, give details)

**NO**

ix) Has the applicant operated under or carried on business under any name other than the name in this application? (If so, provide details)

**NO**

**10. APPLICANT'S BUSINESS AND PROPOSED NETWORK AND/OR SERVICE(S)**

*(Use separate sheet where necessary)*

**Select Type of License being Applied For**

- Individual License:**
- Fixed Public Telephony (wireless or wireline)
  - Public Mobile Cellular \_\_\_\_\_
  - Public Radio Paging \_\_\_\_\_
  - Internet Networks \_\_\_\_\_
- Class License:**
- Internet Service Provider \_\_\_\_\_
  - Carrier Services Provider \_\_\_\_\_
  - Value Added Services Provider \_\_\_\_\_
  - Reseller \_\_\_\_\_
  - Landing Station Operator \_\_\_\_\_
  - Domestic Private Network I excluding 2 meter radio \_\_\_\_\_
  - Domestic Private Network II excluding 2 meter radio \_\_\_\_\_

**Section A – Applicant’s Activities in the Telecommunication Sector**

CURRENT ACTIVITIES IN THE TELECOMMUNICATION SECTOR  YES  NO

CURRENT ACTIVITIES IN THE TELECOMMUNICATION SECTOR

Please provide answers to the following questions in relation to:

*(Responses should be provided on separate sheets annexed to this application form)*

- i) Applicant:
  - The applicant’s activities in Belize
  - The applicant’s activities elsewhere in the world.
- ii) Services
  - Please provide details of the products and services being provided by the applicant
- iii) Networks
  - Please provide a summary and diagrammatic representation of the infrastructure, including radio-based infrastructure

**Section B – Service & Network Details**

*(Responses should be provided on separate sheets annexed to this application form)*

**PLEASE SEE BELIZE TELEMEDIA LIMITED’S ATTACHMENTS TO THIS APPLICATION**

**1. Services**

- i) Please provide a description of each proposed service. In particular, provide details on interoperability, on how access to each proposed service is to be provided (indirect access, direct access, leased lines, etc.), and on how the proposed customer base is to be targeted.
- ii) Where relevant, please provide details of how directory information services are to be offered to the public. Also include details on how directory information on the applicant’s own customers will be maintained and made available to others legitimately seeking it.
- iii) Where relevant, please provide details of how the applicant will give access to emergency services.



- iv) Where relevant, please provide details of any public pay-telephones offered or intended to be offered and the arrangements for the display of call charge information.
- v) Please provide details of the proposed project which relate to operating hours, permanence, availability and quality of service targets, performance standards and guarantees supported by the applicant.
- vi) Please provide a copy of every current contract with each class of customer and of every proposed form of contract with every proposed class of customer.
- vii) Will the applicant apply to the Commission for an allocation of number?

YES:

NO:

- viii) If no, please indicate any future plans to apply for a numbering allocation.
- ix) Please provide information on such equipment as the applicant proposes to use in connection with the provision of the service and/or the establishment and/or operation of the network.
- x) Please provide details of how the provision of the service and/or the establishment and/or operation of the network can affect the environment and/or public safety and how the applicant proposes to address this.
- xi) Please provide details of the arrangements that the applicant proposes to put in place for disabled persons.
- xii) Please provide brief resumes of key managerial and technical staff indicating relevant prior experience, qualifications, and other sources of expertise as appropriate, and also explain what technical resources exist to help complete plans.

**2. Networks**

- i) Please provide a summary and diagrammatic representation of the network and systems that the applicant is planning to put in place within the next three (3) years, including radio-based infrastructure
- ii) Does the applicant have in place, or plan to put in place within the next five years, any telecommunications infrastructure (transmission and/or switching equipment under the control of the applicant), including infrastructure using, or which it is proposed will use, frequencies in the electromagnetic spectrum?

YES:

NO:

If yes, please provide a summary of the infrastructure the applicant already has in place or is planning to put in place within the next three years, including infrastructure for the use of frequencies in the electromagnetic spectrum, and include responses to the following questions in this section on annexed sheets. If no, proceed to Section C.

**Section C – Information relating to Customer Service**

*(Responses should be provided on separate sheets annexed to this application form)*

**PLEASE SEE BELIZE TELEMEDIA LIMITED'S ATTACHMENTS TO THIS APPLICATION**

- i) Please provide details of measures adopted by the applicant for the effective and fair resolution of complaints made by customers of the applicant.
- ii) Please provide details of measures adopted by the applicant to ensure transparent publication of all terms of conditions including charges for services.



- iii) Please provide details of any code of practice for ensuring fair marketing practices, especially in the context of comparisons with service offerings of other service providers, linked sales and trial services (please provide copies).
- iv) Please provide a copy of each code of practice (current and proposed) in relation to customers, including practices followed for withdrawal of service from customers

**Section D – Financial Information and Business Plan**

*(Responses should be provided on separate sheets annexed to this application form)*

**PLEASE SEE BELIZE TELEMEDIA LIMITED’S ATTACHMENTS TO THIS APPLICATION**

- i) Please provide a comprehensive high-level business plan. The plan should set out any assumptions used and should cover a period of at least five (5) years.

The information provided **must** include (with independent confirmation as appropriate):

- a. Sources of funding;
  - b. Financial projections for five (5) years to include revenues, capital investments, and cash flow; and
  - c. Market assumptions and forecast.
- ii) Please provide Audited Financial Reports including certified Income Statements and Balance Sheets for the last three years in respect of the Company on whose behalf the application is being submitted.
  - iii) Please provide a diagrammatic representation of the applicant’s company structure.
  - iv) Please provide the names of shareholders with at least 10% of issued shares and their percentage shareholding.
  - v) Does the applicant have any shareholding of over 5% in any other licensed telecommunication provider in Belize?

YES:                       NO:

If yes, please provide details.

- vi) Does the applicant have any other trading activities in or outside the telecommunications market? If so, provide details of any arrangements made to ensure no cross-subsidization for the applicant’s following activities:
  - Telecommunications and non-telecommunications activities
  - wholesale and retail activities
  - telecommunications equipment production or supply and other telecommunications activities.

**Section E – History of Applicant**

- I. Has any member of the applicant’s managerial staff ever been bankrupt, or been a director of a company which has become insolvent? If YES, please attach a certified copy of the discharge.

**NO**

- II. Has the applicant or any member of the applicant’s managerial staff ever been the defendant or respondent in any proceedings in any court in any jurisdiction involving dishonesty, fraud, theft, or violence, or is the applicant or any member of the applicant’s managerial staff currently the

subject of a charge or indictment under the law of any country for [contravention of any law or for] any conduct involving dishonesty, fraud, theft, or violence?

NO

**11. MANDATORY REQUIREMENTS**

- i) Certified copy of proof of shareholding.
- ii) Certified copy of proof of certificate of registration or incorporation in Belize
- iii) Non-refundable licence application fee in accordance with the fees listed in the Regulations.
- iv) Letter of application with Company seal (where applicable)

*(All copies of documents attached to this application should be certified as true copies of the originals)*

**12. DECLARATION<sup>1</sup>**

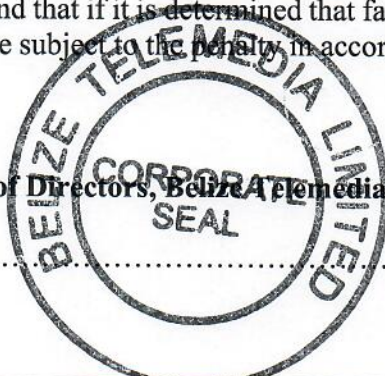
I/We hereby certify the information we have provided in this application is true and correct to the best of my/ our knowledge. I/We also understand that if it is determined that false information is given in support of any application, the applicant shall be subject to the penalty in accordance with the Regulations.

Name: **Markhelm Jude Lizarraga**

Designation: **Chairman of the Board of Directors, Belize Telemedia Limited**

Signature.....

Date: **31 October 2024**



**FOR OFFICIAL USE ONLY**

The applicant **MEETS/ DOES NOT MEET** the Commission's requirements and is hereby **RECOMMENDED/NOT RECOMMENDED** for approval of licensing as a

The reasons for not recommending the applicant are as follows:-

Name.....Designation.....

Signature.....Date.....

Official stamp

<sup>1</sup> This declaration must be signed:

- (i) in the case of an **individual**, by the person in whose name the application is made;
- (ii) in the case of a **partnership**, by a partner; or
- (iii) in the case of a **company or other body corporate**, by a director, company secretary or other authorized officer.





## Section A – Applicant’s Activities in the Telecommunication Sector

CURRENT ACTIVITIES IN THE TELECOMMUNICATION SECTOR  YES  NO

CURRENT ACTIVITIES IN THE TELECOMMUNICATION SECTOR

i) ***Applicant:***

- ***The applicant’s activities in Belize***
- ***The applicant’s activities elsewhere in the world.***

*See responses below:*

ii) ***Services***

Belize Telemedia Limited currently offers a comprehensive suite of services designed to meet the telecommunications needs of residential, business, government and other sectors in Belize. As detailed in Section C of this application, Belize Telemedia Limited's current service offerings include:

1. ***DigiNet*** – fibre-optic internet and Access for residential and business customers.
2. ***DigiCell*** – Mobile services, including voice, SMS, and data on a robust 2G/3G/4G LTE network. Belize Telemedia Limited has 347 international mobile roaming partners.
3. ***DigiTel*** – Fixed-line telephone services, providing reliable voice communications. DigiTel services run over Voice over Broadband technology.
4. ***Digi AirNet*** – Wireless internet access for rural and underserved areas via Fixed Wireless Access (FWA).
5. ***Business Services (DIA, others; IP Transit)*** – Enterprise-grade services such as Dedicated Internet Access (DIA , EPLs , Bundles with other Telecom Services are Mobile Voice , PBX SIP lines, Wi-Fi)
6. ***Other Digital Business Services*** – Non-telecom solutions supporting digital transformation for business clients (Managed IT solutions , Cloud Services , Microsoft 365 Licensing)

The above-described services have been established to provide dependable, high-quality connectivity and are supported by Belize Telemedia Limited’s ongoing investment in cutting-edge telecommunications infrastructure across Belize.

iii) ***Networks***

To support these services, Belize Telemedia Limited has invested extensively in a resilient, countrywide network infrastructure. This network is detailed below and further elaborated in Section C of this application:

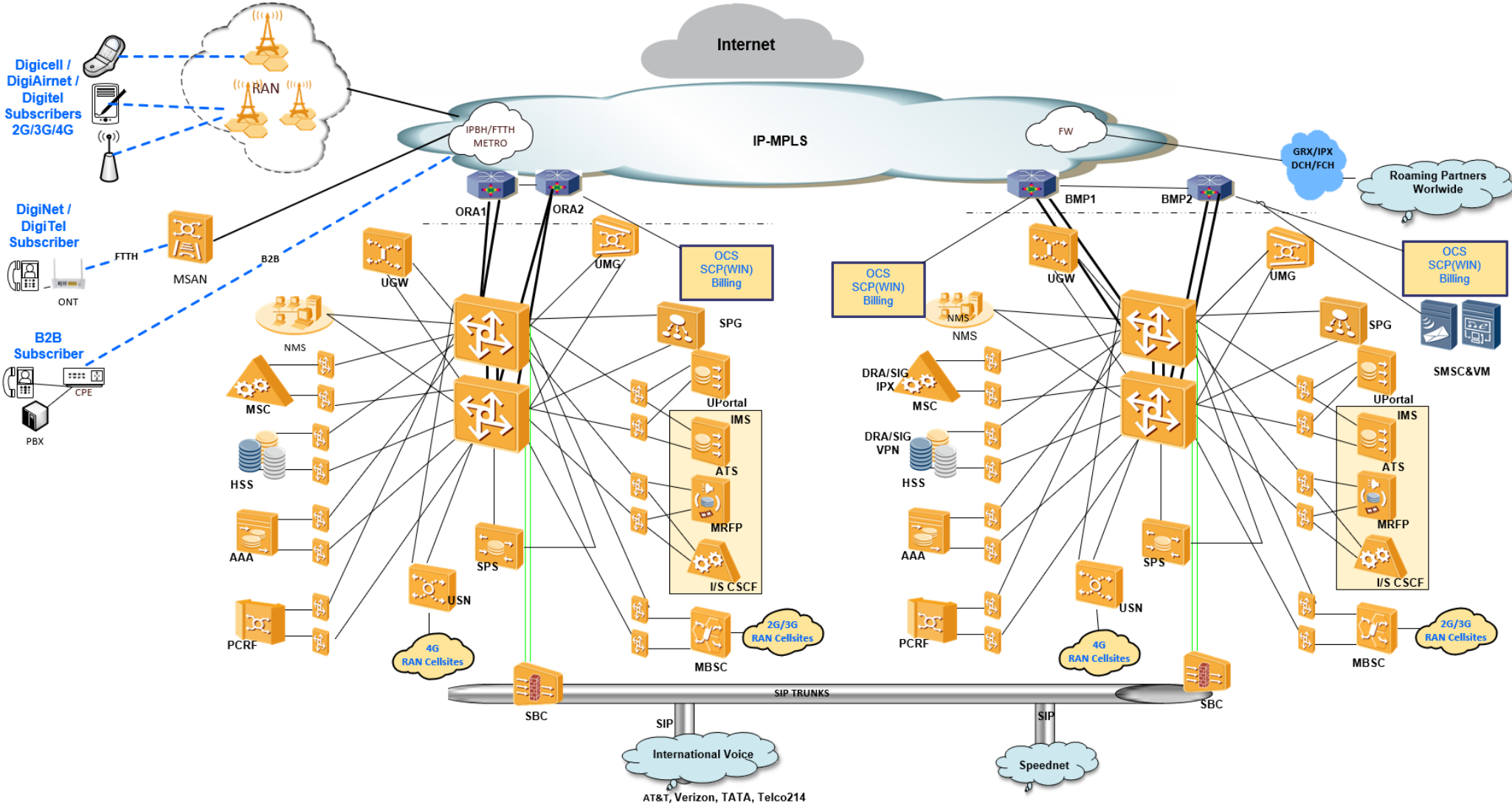
1. ***Mobile Network*** – Belize Telemedia Limited operates 171 cell sites, delivering nationwide mobile coverage across 2G, 3G, and 4G LTE standards, ensuring seamless connectivity across Belize.
2. ***Fiber-to-the-Home (FTTH)*** – Belize Telemedia Limited’s FTTH infrastructure provides high-speed broadband to residential and business customers, supported by over 36 MSAN (Multi-Service Access Nodes) deployed throughout the country.
3. ***Interconnectivity and International Links*** – Belize Telemedia Limited maintains local voice interconnections with other telecommunication providers in Belize (Speednet Communications Limited) and international Long Distance (ILD) operators, facilitating global voice call and SMS capabilities.
4. ***Roaming Partnerships*** – Belize Telemedia Limited has established 347 outbound and inbound roaming partnerships with international mobile network operators, enabling customers to remain connected when traveling abroad.

The infrastructure, built with a focus on reliability and redundancy, reflects Belize Telemedia Limited's commitment to providing stable and expansive service coverage, meeting the evolving needs of both urban and rural populations.

The below Diagram show a High Level of the Belize Telemedia Limited Network topology

[DIAGRAM ON NEXT PAGE]

# BTL Network Topology



## Section B – Service & Network Details

### 1. Services

- i) ***“Please provide a description of each proposed service. In particular, provide details on interoperability, on how access to each proposed service is to be provided (indirect access, direct access, leased lines, etc.), and on how the proposed customer base is to be targeted.”***

Belize Telemedia Limited provides and offers a wide range of telecommunications services throughout Belize, including:

DigiNet (fibre-optic internet), DigiTel (Fixed Voice Services), DigiCell (mobile services), Digi AirNet (rural wireless internet), and specialized business services such as Dedicated Internet Access (DIA) and Managed IT Solutions.

Each services are described in detail below:

- a) DigiNet (Fiber-Optic Internet):
- Service Description: DigiNet provides high-speed fibre-optic internet to residential and business customers. It offers high internet speeds, ensuring reliable and fast internet access.
  - Interoperability: DigiNet is fully interoperable with both national and international networks, allowing seamless data transfer and communication across Belize and beyond. This ensures that customers can access local and international content and services without interruption.
  - Access Provision:
    - Direct access: Fiber-optic lines are directly installed to homes and businesses, providing high-speed internet without the need for intermediary infrastructure.
  - Customer Targeting:
    - Residential: DigiNet is marketed to urban and suburban households seeking high-speed, reliable internet for streaming, online learning, and working from home.
- b) DigiCell (Mobile Services):
- Service Description: DigiCell provides 2G/3G/4G mobile services across Belize, offering voice, SMS, and data services to individual and business customers.
  - Interoperability: DigiCell ensures full interconnection with other national mobile providers and international carriers, offering seamless roaming services for both local and international travellers. The mobile network is compliant with 3GPP LTE standards for interoperability with global networks.
  - Access Provision:
    - Direct access: Customers access DigiCell services through SIM cards AND eSIM cards in compatible mobile devices. Mobile towers distributed across Belize ensure wide coverage.
  - Customer Targeting:
    - Residential/Individual Users: DigiCell targets both urban and rural populations, offering prepaid and postpaid plans tailored to different needs (data, voice, SMS).
    - Businesses: Special corporate packages are available for SMEs and large enterprises, including business mobility solutions such as mobile data packages, device management.
- c) DigiTel (Fixed-Line Telephone Services):
- Service Description: DigiTel provides reliable fixed-line telephone services to both residential and business customers across Belize. DigiTel offers clear, high-quality voice communication and essential telephony features like conference call, caller ID, and Call Forwarding.
  - Interoperability: DigiTel is fully interoperable with both national and international telecommunications networks, enabling seamless voice communication locally and internationally.

- Access Provision:
    - Direct Access: Fixed-line telephony is provided through fibre-optic infrastructure or the Fixed Wireless Access (VoBB VoIP over Broadband), ensuring high-quality voice communication to homes and businesses
  - Customer Targeting:
    - Residential: DigiTel is marketed to households seeking affordable and reliable voice communication. It is ideal for families and individuals who require stable phone services for daily communication, emergency calls, and home-based work.
    - Business (SMEs, large Enterprises) customers benefit from tailored voice packages that include additional features like conference calling, and private branch exchange (PBX).
- d) Digi AirNet (Rural Wireless Internet):
- Service Description: Digi AirNet provides high-speed wireless internet to rural and remote areas where fibre infrastructure is not feasible. It uses Fixed Wireless Access (FWA) technology to deliver broadband services over long distances.
  - Interoperability: Digi AirNet integrates with Belize Telemedia Limited's core network infrastructure, ensuring interoperability with other national internet services and allowing rural customers to enjoy the same digital content as urban users.
  - Access Provision:
    - Indirect access: Customers receive internet via wireless connections from nearby base stations eNodeB or AP. Customer Premises Equipment (CPE) such as outdoor antennas and indoor routers are used to ensure a stable connection.
  - Customer Targeting:
    - Rural Residents: Digi AirNet specifically targets underserved and remote rural communities where traditional broadband infrastructure is limited or unavailable. Tailored packages with affordable pricing ensure that even low-income households can gain internet access.
- e) Business Services (DIA, EPL, DTN, Digi WIFI , SIP Lines , PBX , IP transit , Diginet Business ,P2P wireless):
- Service Description: Belize Telemedia Limited offers dedicated services to business clients, including Dedicated Internet Access (DIA); EPL, DTN, Digi WIFI , SIP Lines , PBX , IP transit , Diginet Business ,P2P wireless which ensure secure and reliable connectivity for critical business operations.
  - Interoperability: These services are interoperable with both local and international networks, ensuring that businesses can maintain global connectivity for their operations.
  - Access Provision:
    - Leased lines: Business customers are provided with dedicated leased lines that offer guaranteed bandwidth and service reliability.
    - Dedicated Internet Access over point-to-point from the Customer Premise to the Core IP infrastructure.
  - Customer Targeting:
    - Business (SMEs, Large Enterprises): SME and large enterprise customers benefit from tailored packages such as Dedicated Internet Access (DIA), which provides guaranteed bandwidth and reliability for mission-critical operations.
    - SME and Large Enterprise Customers: Belize Telemedia Limited targets small and medium

enterprises (SMEs) as well as large businesses that require guaranteed bandwidth and secure Network EPL.

f) Digital Business Services (Managed IT Solutions, Cybersecurity, software Licenses, any digital and techco services):

- Service Description: Belize Telemedia Limited's Digital Business Services encompass a suite of tailored solutions designed to support Belizean businesses in their digital transformation journey. These offerings include:
  - Managed IT Solutions – Providing end-to-end management of IT infrastructure, networks, and applications, allowing businesses to focus on core activities while ensuring seamless, reliable IT operations.
  - Cybersecurity Solutions and DDOS solutions – Comprehensive cyber security services, including firewall management, intrusion detection and prevention, endpoint protection, and data loss prevention, safeguarding business networks against evolving cyber threats.
  - Cloud Services – Flexible and scalable cloud computing solutions.
  - Microsoft 365 Licensing – Microsoft 365 licensing solutions offer access to productivity and collaboration tools, fostering seamless teamwork and operational efficiency.
  - Antivirus and Endpoint Protection – Advanced antivirus software solutions which help businesses prevent, detect, and respond to cyber security incidents across all connected devices.
  - Consultancy and Professional Services – Expert consultancy services are available to guide businesses through each stage of digital transformation, offering insights and recommendations for implementing tailored IT and cybersecurity strategies.
- The above digital business services are designed to address the complex needs of businesses as they adopt digital tools to enhance efficiency, security, and competitive advantage in the market.
- Interoperability: Belize Telemedia Limited's Digital Business Services are fully interoperable with both local and international networks, ensuring that businesses can connect seamlessly with partners, clients, and service providers globally. The managed IT solutions integrate with a wide range of hardware and software environments, supporting multi-platform compatibility to accommodate diverse business requirements. Cybersecurity solutions align with global security standards, facilitating secure cross-border communications and compliance with industry-specific regulations.
- Access Provision: Belize Telemedia Limited's Digital Business Services are available as standalone offerings, separate from traditional telecommunications services. Customers can access these solutions directly, with no requirement for additional telecom services and infrastructure.
  - Direct Service Access: *Businesses can engage with Belize Telemedia Limited's DIGI Business Services on a subscription basis or via project-specific engagements. Each service is tailored to meet the*

*unique needs of the client, whether through on-site deployment or cloud-based access.*

- *Cloud-Based and On-Premises Options: For services such as Managed IT and Cybersecurity Solutions, Belize Telemedia Limited provides flexible access options, including secure cloud platforms or on-premises installations, depending on customer preferences and security requirements.*
- *Consultancy and Professional Services: Belize Telemedia Limited's consultancy services are delivered through expert-led sessions, either virtually or in-person, to guide businesses in selecting and implementing the most effective tools for their digital transformation.*

The above described access regarding Belize Telemedia Limited's Digital Business Services ensures that Belize Telemedia Limited's Digital Business Services are readily accessible to any organization ready to embark on its digital transformation, regardless of its existing telecommunications provider or infrastructure.

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**ii) “Where relevant, please provide details of how directory information services are to be offered to the public. Also include details on how directory information on the applicant's own customers will be maintained and made available to others legitimately seeking it.”**

*Directory Information Services:*

Belize Telemedia Limited understands the importance of providing directory information services to the public while ensuring compliance with customer privacy and data protection regulations. The following outlines how Belize Telemedia Limited offers and manages directory information services for Belize Telemedia Limited's customers.

*a) Provision of Directory Information Services:*

- **Service Description:** Belize Telemedia Limited will provide directory service that allows customers to look up contact information for both personal and business listings.
- **Public Access:**
  - Belize Telemedia Limited's directory services are available to the public via a hard copy book, allowing individuals and businesses to search for telephone numbers and contact details.
  - Customers can also call 113 from any Belize Telemedia Limited fixed or mobile telephone number to obtain directory services. Dialling 113 is free of cost to the customer.
- **Opt-Out Options for Customers:**
  - Customers have the option to opt-out of having their personal/contact information listed in the public directory if they do not wish to share their contact details.

*b) Maintenance of Customer Directory Information:*

- **Data Collection and Maintenance:**
  - **Initial Data Collection:** Directory information will be collected when customers subscribe to Belize Telemedia Limited's services (e.g., when signing up for fixed-line or mobile services). Customers will be asked whether they consent to have their contact details listed in the public directory.
  - **Data Accuracy:** Belize Telemedia Limited is committed to maintaining the customer directory information provided by the customer to Belize Telemedia Limited.
- **Compliance with Data Protection Standards:**
  - Any sharing of directory data shall be conducted in line with the Data Protection Act, 2021 and regulations made thereunder,

ensuring that customer data is not shared with third parties without express consent of the customer.

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iii) ***“Where relevant, please provide details of how the applicant will give access to emergency services.”***

Access to Emergency Services:

Belize Telemedia Limited is committed to providing uninterrupted access to emergency services for all users across Belize Telemedia Limited’s mobile and fixed-line networks. The following outlines Belize Telemedia Limited's infrastructure, service provisions, and procedures to ensure that access to emergency services (911 is used here as an example, but the same applies for all other emergency short codes listed in the Belize National Numbering Plan 2022) is always available to Belize Telemedia Limited’s customers.

a) Mobile Services (DigiCell):

- Service Description: Belize Telemedia Limited’s DigiCell mobile network, ensures that all customers with mobile phones, regardless of their location in Belize, have access to emergency services.
- Emergency Number (911): Belize Telemedia Limited’s customers can access emergency services by dialling 911, to access Emergency services such as the police, fire department and Medical emergency services.
- SIM Access: In compliance with PUC standards, Belize Telemedia Limited allows calls to emergency services (911 and all other emergency short codes listed in the Belize National Numbering Plan 2022) to be made even from devices without an active Belize Telemedia Limited SIM card. This ensures that anyone can reach emergency services when needed.

b) Fixed-Line Services (DigiTel):

- Service Description: DigiTel, Belize Telemedia Limited’s fixed-line telephone network, provides access to emergency services for customers who use traditional landlines.
- Emergency Number (911): All fixed-line customers can dial 911 and all other emergency short codes listed in the Belize National Numbering Plan 2022, to reach the nearest emergency response centre.

c) Digi AirNet (Wireless Internet):

- Service Description: Belize Telemedia Limited’s Digi AirNet service provides wireless broadband services to rural areas in Belize. While primarily focused on internet access, Digi AirNet supports DigiTel, Voice over IP (VoIP) solutions that allow customers to make voice calls, including to emergency services.
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iv) ***“Where relevant, please provide details of any public pay-telephones offered or intended to be offered and the arrangements for the display of call charge information.”***

a) Current Status of Public Pay-Telephones:

- Existing Service:
- At the start of its operations, Belize Telemedia Limited implemented a widespread network of public payphones across Belize. However, over time, the landscape of telecommunications in Belize has evolved significantly. The demand for payphones has declined substantially as mobile services became more accessible and affordable, particularly with the introduction of prepaid mobile service options.
- The widespread adoption of mobile phones, which offer greater convenience and flexibility, rendered public payphones less critical for everyday communication. By the mid-2010s, mobile phone penetration had reached most of the population, reducing the reliance on public payphones.
- It became economically unviable for Belize Telemedia Limited to continue supporting this public payphone service given the declining usage and the increasing cost of maintaining these public payphone units.

- Belize Telemedia Limited remains committed to ensuring that all Belizeans have access to essential telecommunications services. Belize Telemedia Limited does this by continuously expanding its mobile network and fibre to the home network which currently have 95% and 90% coverage respectively, across Belize.

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v) ***“Please provide details of the proposed project which relate to operating hours, permanence, availability and quality of service targets, performance standards, and guarantees supported by the applicant.”***

Belize Telemedia Limited is committed to providing reliable, high-quality telecommunications services across Belize. The following outlines the operational details, availability, and quality of service (QoS) targets for Belize Telemedia Limited’s services, ensuring that all performance standards and guarantees are fully supported and aligned with the Country regulations.

a) Operating Hours:

- Customer Service and Technical Support:
  - Operating Hours: Belize Telemedia Limited’s customer service and technical support teams are available 24/7, ensuring that customers can receive assistance at any time, regardless of location in Belize.
  - Channels: Customers can access support via multiple channels, including:
    - Belize Telemedia Limited’s call center (available 24/7).
    - Live chat on the Belize Telemedia Limited website (7AM to 10 PM )
    - Social media platforms (Facebook, Instagram, WhatsApp) (7AM to 10 PM)
    - Email support (7AM to 10 PM)
- Retail Store Operating Hours:
  - Belize Telemedia Limited’s retail outlets across Belize are open during business hours from 8 AM to 5 PM, Monday to Friday, and 8 AM to 1PM on Saturdays (only in Belize City Retail Stores). These stores offer in-person support for new subscriptions, bill payments, and any other customer or related or technical assistance.

b) Permanence:

- Long-Term Service Commitment:
  - Belize Telemedia Limited has been a leading telecommunications provider in Belize for over two decades, demonstrating a long-term commitment to delivering reliable services to both residential and business customers.
  - As part of its long-term strategy, Belize Telemedia Limited is investing heavily in expanding Belize Telemedia Limited’s fibre-optic network (DigiNet), mobile network (DigiCell), Fixed Voice Services (Digitel) and wireless services (Digi AirNet), ensuring that all communities have access to stable, permanent telecom services.
- Infrastructure Investment:
  - Belize Telemedia Limited is actively rolling out more cell sites 4G/3G Infrastructure, upgrading existing mobile towers and fibre networks to support next-generation services. These investments are designed to ensure permanence and continuity of service for years to come. Belize Telemedia Limited has invested over BZ\$300M in its infrastructure and its network over the last 6 years.

c) Service Availability:

- Mobile Services (DigiCell):
  - Belize Telemedia Limited’s DigiCell 4G LTE mobile network provides nationwide coverage, with mobile towers strategically located to ensure high signal availability across urban, suburban, and rural areas.
  - Service Uptime: Belize Telemedia Limited guarantees a minimum of 99% uptime for its mobile network, ensuring continuous voice, SMS, and data services to all customers.



- Fiber-Optic Internet (DigiNet):
    - Belize Telemedia Limited's fibre-optic internet services provide high-speed connectivity to both residential and business customers. The fibre network is designed to ensure high availability, with redundant routes to protect against outages.
    - Service Uptime: Belize Telemedia Limited guarantees a minimum of 99.9% uptime for DigiNet services, ensuring that customers have uninterrupted access to the internet.
    - Coverage: Belize Telemedia Limited's DigiNet service is currently available in all major towns and cities and is being expanded to additional rural areas as part of Belize Telemedia Limited's ongoing infrastructure development. DigiNet has 90% coverage of homes in Belize.
  - Wireless Broadband (Digi AirNet):
    - Belize Telemedia Limited's Digi AirNet service is designed to provide reliable internet access to remote and underserved rural areas. This service utilizes Fixed Wireless Access (FWA) technology to deliver high-speed internet where fibre-optic infrastructure is not available.
    - Service Uptime: Belize Telemedia Limited's Digi AirNet service guarantees a minimum of 99% uptime, ensuring that rural customers have continuous access to internet services.
- d) Quality of Service (QoS) Targets:
- DigiNet (Fiber Internet):
    - Guaranteed Speeds: Belize Telemedia Limited's DigiNet service offers guaranteed internet speeds ranging from 25 Mbps to 1000 Mbps, depending on the customer's chosen plan.
    - Latency: DigiNet maintains low latency across the network, with an average latency of less than 30 milliseconds for local traffic, ensuring fast and responsive internet access.
  - DigiCell (Mobile Services):
    - Voice Call Quality: Belize Telemedia Limited's DigiCell service ensures high-quality voice calls, with call completion rates of 99.5% and low dropped call rates (less than 1%).
    - Mobile Data Speeds: Belize Telemedia Limited's DigiCell's 4G LTE network provides average download speeds of 20-40 Mbps in urban areas, with coverage extending to rural regions.
    - Data Latency: Mobile network latency is maintained at under 50 milliseconds, ensuring quick responsiveness for mobile data users.
  - Digi AirNet:
    - Internet Speeds: Belize Telemedia Limited's Digi AirNet service offers guaranteed speeds ranging from 10 Mbps to 25 Mbps, providing reliable access to essential online services for rural customers.
    - Latency: Belize Telemedia Limited's Digi AirNet service maintains an average latency of 50-80 milliseconds, ensuring that customers in remote areas can enjoy stable internet connectivity.
- e) Performance Standards and Guarantees:
- Service Level Agreements (SLAs):
    - For business customers, Belize Telemedia Limited offers Service Level Agreements (SLAs) that guarantee specific performance targets, including:
      - Guaranteed Uptime: 99.9% for fibre internet (DigiNet) and 99% for mobile services.
      - Guaranteed Response Time: Technical support response times of less than 4 hours for critical issues.
  - Compensation for Downtime:
    - Belize Telemedia Limited guarantees compensation in the form of service credits or discounts for any failure to meet guaranteed service levels, particularly for business customers under SLA agreements.
  - Monitoring and Reporting:
    - Belize Telemedia Limited continuously monitors network performance through its Network Operations Centre (NOC), ensuring real-time visibility into network

health and service quality. Regular performance reports are generated to ensure compliance with PUC performance standards.

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vi) ***“Please provide a copy of every current contract with each class of customer and of every proposed form of contract with every proposed class of customer”***

Belize Telemedia Limited’s current contracts cover a wide range of customer classes, including residential, SME, enterprise, and government customers. These contracts are structured to ensure transparency, fairness, and compliance with Belize’s legal and regulatory framework.

*Current Contracts with Each Class of Customer*

Belize Telemedia Limited operates with a range of service contracts tailored to meet the needs of different customer segments. The following outlines the current contracts for each class of customer and provides an overview of the key terms and conditions that apply to these contracts.

a) Residential Customers

• *Current Contract:*

- Belize Telemedia Limited offers services to residential customers through standardized contracts, which are outlined in the Terms and Conditions available on Belize Telemedia Limited’s website at <https://www.livedigi.com/terms-and-conditions>. These contracts cover services such as DigiNet (fibre-optic internet), DigiCell (mobile services), Digitel (Rural Internet).

• *Key Terms:*

- *Service Details:* Includes descriptions of the services provided (internet speeds, mobile data plans, TV channel packages).
- *Billing and Payment:* Specifies the payment terms, including monthly billing cycles, available payment methods, and late payment fees.
- *Termination:* Outlines the circumstances under which either party may terminate the contract, including non-payment or service disruptions.
- *Customer Rights:* Describes customer rights regarding service quality, complaint resolution, and data privacy.

• *Attached Documents:*

- Please see attachments for standard Belize Telemedia Limited contracts.

b) *SME and Enterprise Customers*

• *Current Contracts:*

- For large enterprises and government entities, Belize Telemedia Limited provides customized telecommunications solutions, including Dedicated Internet Access (DIA), Managed IT Services, and Corporate Mobile Plans.

• *Key Terms:*

- *Customized SLAs:* Enterprise customers are offered SLAs that guarantee specific performance metrics, such as guaranteed bandwidth, dedicated customer support teams, and rapid issue resolution times.
- *Confidentiality and Security:* Enterprise contracts include stringent clauses regarding data confidentiality, network security, and compliance with local data protection laws.
- *Pricing and Discounts:* Enterprise contracts often include volume-based pricing and discounts based on long-term agreements or high service usage.

• *Attached Documents:*

- Please see attachments for standard Belize Telemedia Limited contracts.

c) *General Contract Provisions Across All Customer Classes*

• *Customer Data Protection:*

- All customer contracts include clauses on data protection and the handling of personal information, in compliance with the Belize Telecommunications Act and the Data Protection Act, 2021. Section 44 of the Belize Telecommunications Act ensures that customer data is securely stored and used in line with privacy regulations. Belize Telemedia Limited always complies with and maintains the confidentiality requirements of the Belize Telecommunications Act.

- Complaint Resolution:
    - Belize Telemedia Limited’s contracts provide clear guidelines for customers to lodge complaints and seek resolution through Belize Telemedia Limited’s complaint resolution process, which guarantees a response within 48 hours.
  - Contract Termination and Dispute Resolution:
    - Each contract includes provisions for contract termination, detailing the conditions under which customers can cancel their services and the steps Belize Telemedia Limited will take to resolve disputes before contract termination.
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vii) ***Will the applicant apply to the Commission for an allocation of number?***

Yes:  No:

viii) ***“If no, please indicate any future plans to apply for a numbering allocation.”***

At present, Belize Telemedia Limited does not intend to apply for a new number allocation from the PUC. Belize Telemedia Limited currently has sufficient numbering resources for its existing mobile, fixed-line, and business services.

While Belize Telemedia Limited does not foresee an immediate need for additional numbering allocations, Belize Telemedia Limited will continue to monitor customer growth and service expansion, particularly in areas such as the LTE mobile network rollout and the growth of business services.

- LTE Deployment: As Belize Telemedia Limited expands its LTE network in the coming years, there may be a need for additional numbering resources to accommodate future demand for services.
- Business Services: As Belize Telemedia Limited continues to grow its Residential, SME and enterprise services (e.g., DigiBiz solutions and DigiNet for business), there could be a future requirement for additional number allocations to support these sectors.

Belize Telemedia Limited will assess the need for numbering allocations in line with service expansions and will apply to the Commission for new numbers if customer demand requires it.

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ix) ***“Please provide information on such equipment as the applicant proposes to use in connection with the provision of the service and/or the establishment and/or operation of the network.”***

Equipment Overview:

Belize Telemedia Limited uses a wide range of telecommunications equipment to ensure reliable service delivery and high network performance across Belize. The equipment used by Belize Telemedia Limited complies with international standards such as the ITU standards, and domestic regulatory requirements.

a) Fiber-Optic Infrastructure:

- Purpose: Used for providing high-speed internet services (DigiNet) and supporting core network operations.
- Equipment Details:
  - Fiber-optic cables: Designed for high data throughput and low latency.
  - Optical network terminals (ONTs): Installed at customer premises for connecting to DigiNet.
  - Passive Optical Networks (PON): Used for efficient fibre distribution to customers.
- Compliance: Fiber-optic infrastructure adheres to international telecommunications standards ITU, IEEE, 3GPP; and TIA (GPON Gigabit Passive Optical Network ITU-T G.984) for ensuring reliability and scalability.

b) Mobile Network Equipment (DigiCell):

- Purpose: Used to operate the mobile network (2G, 3G and 4G LTE, ensuring extensive national coverage.

- Equipment Details:
    - Base Transceiver Stations (BTS): Installed at mobile tower sites for managing radio communications with mobile devices.
    - Packet Core (EPC and PS): EPC (Evolved Packet Core) and PS (Packet Switching) The Packet Core, used in 4G/3G/2G networks, deals with data-related activities. It ensures a smooth internet experience, allows users to browse the web, stream videos, and use apps that require large amounts of data.
    - Voice Core (CS & IMS): For 4G/3G/2G, the Voice Core manages voice call services. It uses Circuit Switching (CS) technology to make dedicated voice calls for regular calls. The Voice Core also uses IMS, which integrates various communication services like voice calls, video, and messages over IP networks. IMS offers flexibility for voice services and Voice over LTE (VoLTE) which provides high-quality voice calls on 4G networks.
    - Radio Antennas: Deployed across Belize, optimized for coverage and signal strength.
    - Cell Towers: Strategic tower installations to ensure nationwide mobile coverage and signal reliability.
  - Compliance: The mobile network infrastructure complies with 3GPP standards and is designed to support 5G readiness. Belize Telemedia Limited also follows the International Commission on Non-Ionizing Radiation Protection (ICNIRP) guidelines for mobile tower emissions.
- c) Digi AirNet Network Equipment:
- Purpose: Provides high-speed wireless internet to rural areas where fibre installation is challenging.
  - Equipment Details:
    - Fixed Wireless Access (FWA) Network: Installed in the Towers to provide the wireless broadband services such as Radio Units, Access Points and Antennas .
    - Customer Premises Equipment (CPE): Outdoor antennae and indoor routers for providing customers with internet access.
  - Compliance: Equipment complies with ITU, IEEE, 3GPP; and TIA standards for wireless communications and ensures optimal performance in rural areas.
- d) Network Operation and Management Equipment:
- Purpose: Centralized control and management of network services to maintain high quality and reliability.
  - Equipment Details:
    - Network Management Systems (NMS): Used for real-time monitoring and management of network performance.
    - Data Centres: Equipped with advanced servers and backup systems for data redundancy and disaster recovery.
    - Uninterruptible Power Supplies (UPS): Installed at critical network nodes to ensure continuity of services during power outages.
  - Compliance with Environmental and Safety Standards: Belize Telemedia Limited ensures that all equipment used in the provision of services complies with legislation regarding environmental impact and public safety. Specifically:
    - Radiation from mobile towers adheres to ICNIRP guidelines to minimize public exposure.
    - All equipment installations are subject to regular environmental assessments, ensuring compliance with environmental and safety standards.

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x) ***“Please provide details of how the provision of the service and/or the establishment and/or operation of the network can affect the environment and/or public safety and how the applicant proposes to address this.”***

Belize Telemedia Limited is fully committed to minimizing the environmental impact and ensuring public safety in all aspects of Belize Telemedia Limited’s service provision and network operation. Belize Telemedia Limited complies with international safety standards for radiation; maintains the structural integrity of Belize Telemedia Limited’s infrastructure; and actively participates in sustainability initiatives. Belize Telemedia Limited ensures that Belize Telemedia Limited’s telecommunications services have a minimal impact on the environment while maintaining the

highest levels of public safety. These efforts of Belize Telemedia Limited align with the laws of Belize.

a) Environmental Impact of Network Infrastructure

• Mobile Towers and Antennas:

The installation of mobile towers and antennas could have minor environmental impacts, particularly in terms of land use. Belize Telemedia Limited complies with the regulations and requirements of the Central Building Authority, Civil Aviation Department; and the Land Subdivision Utilization Authority in the selection of the land and the structures to be installed.

• Fiber-Optic Installation (DigiNet):

- The deployment of fibre-optic cables overhead is done on poles owned and installed by Belize Electricity Limited or Belize Telemedia Limited, and Belize Telemedia Limited complies with the Guidelines from Land Subdivision Utilization Authority. Underground fibre-optic cables include trenching and digging by Belize Telemedia Limited following the guidelines from Central Building Authority and the Land Subdivision Utilization Authority.

- Mitigation Measures:

- Minimal Impact Trenching: Belize Telemedia Limited employs techniques such as micro-trenching to minimize soil disturbance and reduce the environmental impact of fibre-optic installations.
- Restoration Commitment: After laying fibre cables, Belize Telemedia Limited restores the environment to its original state, replanting trees and vegetation where required to minimize long-term environmental impact.

b) Public Safety Concerns

• Mobile Towers and Antennas:

- Potential Risk: The primary public safety risk associated with mobile towers and antennas is radiation exposure from non-ionizing radiation and structural risks from the collapse of towers or equipment in adverse weather conditions (e.g., hurricanes).

- Mitigation Measures:

- Structural Integrity: Belize Telemedia Limited ensures that all mobile towers and antennas are built and maintained according to international engineering standards to withstand extreme weather conditions. Regular structural inspections are conducted to ensure the ongoing safety of all infrastructure.

• Emergency Service Access:

- Public Safety Commitment: Belize Telemedia Limited ensures uninterrupted access to emergency services via its mobile, fixed-line, and wireless broadband networks. This includes:
  - Ensuring access to 911 and Emergency Services (and other emergency short codes listed in the Belize National numbering Plan, 2022) even during power outages.
  - Installing backup power systems (e.g., generators and UPS) at critical network nodes to ensure continuity during emergencies.

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***xi) “Please provide details of the arrangements that the applicant proposes to put in place for disabled persons.”***

Arrangements for Disabled Persons

Belize Telemedia Limited is fully committed to providing inclusive and accessible telecommunications services to disabled persons. Through a combination of customer support, retail infrastructure, Belize Telemedia Limited supports disabled customers by providing disabled customers with equal access to Belize Telemedia Limited’s services. These initiatives are fully compliant with local and international accessibility standards and demonstrate Belize Telemedia Limited’s commitment to providing non-discriminatory service to all customers.

a) Accessible Customer Support

• Dedicated Customer Service Support:

- Belize Telemedia Limited has trained a team of customer service representatives to assist disabled customers, ensuring they receive the help they need when using Belize

Telemedia Limited's services. These representatives are specially trained in handling requests from disabled persons

- Contact Channels: Disabled customers can contact Belize Telemedia Limited's support team through multiple accessible channels, including email, WhatsApp, live chat, and phone calls.
- Sign Language Support:
  - Belize Telemedia Limited offers in-store and virtual sign language support for hearing-impaired customers who require assistance. This service is available upon request at select retail locations, ensuring that customers can communicate with support staff using their preferred method of communication.

b) Accessible Physical Infrastructure

- Retail Store Accessibility:
  - Belize Telemedia Limited is committed to making all retail locations accessible to all. This includes ensuring that all stores are equipped with:
    - Ramps and accessible entrances for wheelchair users.

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xii) ***“Please provide brief resumes of key managerial and technical staff indicating relevant prior experience, qualifications, and other sources of expertise as appropriate, and also explain what technical resources exist to help complete plans.”***

Below are the updated résumés of key managerial and technical staff responsible for overseeing Belize Telemedia Limited's operations, ensuring the successful delivery of services, and supporting network expansion projects.

I. Key Managerial Staff

a) Chief Executive Officer (CEO): Ivan N. Tesucum

- Qualifications:
  - Master's in Business Administration (MBA) with concentrations in Corporate Finance and International Business, Rollins College, Florida.
  - Bachelor's Degree in Business Administration (Accounting), University of Montana.
- Experience:
  - Over 20 years of leadership experience in finance and operations in Belize and the USA. Ivan joined Belize Telemedia Limited in 2007 and has held increasingly responsible positions, culminating in his promotion to CEO in 2019.
  - Extensive expertise in managing telecom operations, including roles at Belize Water Services and International Telecommunications Ltd.
  - Certified Chartered Accountant (CPA, ACCA).
- Expertise:
  - Strategic leadership and operational oversight, with a focus on ensuring that Belize Telemedia Limited's services align with industry trends and customer demands.

b) Chief Commercial Officer (CCO): Dionne Clarke-Emtage

- Qualifications:
  - Post Graduate Degree in Business Administration and Management, University of Leicester.
  - Leadership Certification from Wharton School of Business.
- Experience:
  - More than 20 years of experience in the telecommunications industry, including key roles at Cable & Wireless and Digicel Group across the Caribbean.
  - Specialized in retail sales, customer experience management, and commercial strategy delivery.
- Expertise:
  - Deep knowledge in product development, broadband content delivery, and executing commercial strategies that align with market needs and customer expectations.

c) Chief Financial Officer (CFO): Ian Cleverly

- Qualifications:
  - Qualified Chartered Accountant (ACMA, CGMA) and member of the Chartered Institute of Management Accountants.
- Experience:
  - Joined Belize Telemedia Limited in 2021 with over 27 years of international experience in telecommunications, Fintech, and FMCG industries.
  - Responsible for managing Belize Telemedia Limited's accounting, financial planning, treasury, procurement, and regulatory compliance.
- Expertise:
  - Proven track record in managing finance, regulatory compliance, and financial planning in large-scale telecom organizations.

d) Chief Human Resources Officer (CHRO) - Kendra Santos

Qualifications:

- Executive MBA with a concentration in General Management from the University of the West Indies, Cave Hill, Barbados.
- Bachelor's Degree in Business Administration with majors in Human Resources Management, Entrepreneurship, and Leadership from Loyola Marymount University, Los Angeles, California.

Experience:

- 20 years of experience in human resource management and development, with extensive knowledge of the English and Dutch Caribbean regions.
- As CHRO at Belize Telemedia Limited, Kendra is responsible for leading the company's overall human resources strategy, supporting over 500 employees.

Expertise:

- Leading efforts in organizational redesign, employee engagement, and talent management to align HR initiatives with business objectives.
- Skilled in driving culture change through the implementation of efficient HR strategies.
- Specializes in enhancing the impact of HR across the company, focusing on operational efficiencies, labor relations, and senior-level resourcing

e) Chief Operations Officer (COO): Leonardo Calle

- Qualifications:
  - BSc in Electronic Engineering and Telecommunication and MSc in Business Administration from UNID University, Mexico .
  - Extensive operational and leadership experience in telecommunications infrastructure and overseeing day-to-day telecom operations.
- Experience:
  - Key role in managing Belize Telemedia Limited's infrastructure, network expansion, and IT support services.
  - Proven success in driving process improvements and ensuring that operational strategies align with Belize Telemedia Limited's long-term growth goals.

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## II. Technical Resources to Support Network Operations

Belize Telemedia Limited has a strong foundation of technical resources that ensures successful implementation of service plans:

- Network Infrastructure: Belize Telemedia Limited operates an advanced fibre-optic network (DigiNet) which provides high-speed broadband to customers across Belize. Belize Telemedia Limited's mobile network (DigiCell) is 4G LTE-enabled and 5G-ready, ensuring that Belize Telemedia Limited can meet growing mobile data demands while maintaining high service quality.
  - Network Operations Centre (NOC): Belize Telemedia Limited's 24/7 NOC monitors the health and performance of Belize Telemedia Limited's network in real-time, allowing for proactive troubleshooting and maintaining high quality of service (QoS) standards.
  - Vendor Partnerships: Belize Telemedia Limited has established partnerships with major telecom equipment providers, ensuring access to the latest network technologies and infrastructure upgrades.
-

## 2. Networks

- i) ***“Please provide a summary and diagrammatic representation of the network and systems that the applicant is planning to put in place within the next three (3) years, including radio-based infrastructure.”***

Belize Telemedia Limited’s planned network expansion over the next three years focuses on growing Belize Telemedia Limited’s fibre-optic footprint, deploying 4G LTE mobile services, and expanding wireless broadband (Digi AirNet) to rural and underserved areas. Belize Telemedia Limited’s infrastructure strategy aligns with its goal of providing access to high-quality internet and mobile services across Belize. The diagram provided shows how these components are integrated to support seamless connectivity for all customer segments.

a) Summary of Network and Systems Expansion (Next 3 Years)

➤ Fiber-Optic Network (DigiNet Expansion)

- Current Status: Belize Telemedia Limited has already deployed fibre-optic broadband (DigiNet) across major cities and urban areas, offering high-speed internet to residential, SME, and large enterprise customers.
- Planned Expansion: Over the next three years, Belize Telemedia Limited will continue to expand Belize Telemedia Limited’s fibre-optic network to rural and underserved areas. The objective is to ensure universal access to high-speed internet throughout Belize, meeting the demands of both residential and business users. The expansion will include:
  - New fibre routes to connect rural towns and villages.
  - Redundancy and backup routes to ensure reliability and minimize downtime.
  - Partnerships with government programs to extend fibre infrastructure to educational institutions and public services.

➤ Mobile Network (4G LTE)

- Current Status: Belize Telemedia Limited’s 4G LTE network (DigiCell) covers urban, suburban, and rural areas, providing mobile voice, data, and SMS services.
- Planned Upgrades:
  - Belize Telemedia Limited is planning to improve mobile data speeds and overall network performance, especially in densely populated areas.
  - Mobile Towers and Small Cells: New towers and small cell infrastructure will be installed to enhance coverage in high-traffic areas and remote regions.

➤ Digi AirNet (Rural Wireless Internet)

- Current Status: Belize Telemedia Limited’s Digi AirNet provides wireless broadband to rural areas using Fixed Wireless Access (FWA) technology. This service fills the connectivity gap in areas where fibre infrastructure is not yet available.
- Planned Expansion:
  - Belize Telemedia Limited plans to expand Digi AirNet by deploying additional radio-based infrastructure (microwave antennas and wireless base stations) to cover more rural regions. The focus will be on ensuring that even the most remote areas have access to reliable internet.
  - Digi AirNet will leverage 5G FWA technology in rural areas where fibre-optic connectivity is difficult to implement.

➤ Radio-Based Infrastructure

- 4G Spectrum Usage: Belize Telemedia Limited’s mobile network operate on mid-band and low-band spectrum for its 4G services, ensuring nationwide coverage with high-speed data capabilities.
- Rural Network Access: For underserved rural areas, Belize Telemedia Limited deployed FWA to connect distant communities to its network. This infrastructure will provide affordable internet access in line with Belize Telemedia Limited’s commitment to provide access to the Rural unconnected Areas.

➤ Network Operations and Monitoring

- Network Operations Centre (NOC): Belize Telemedia Limited will upgrade Belize Telemedia Limited’s 24/7 NOC to improve real-time network monitoring, ensuring that all systems, from fibre to mobile, are running optimally. The NOC will integrate AI-



powered predictive maintenance systems to reduce service outages and improve response times to technical issues.

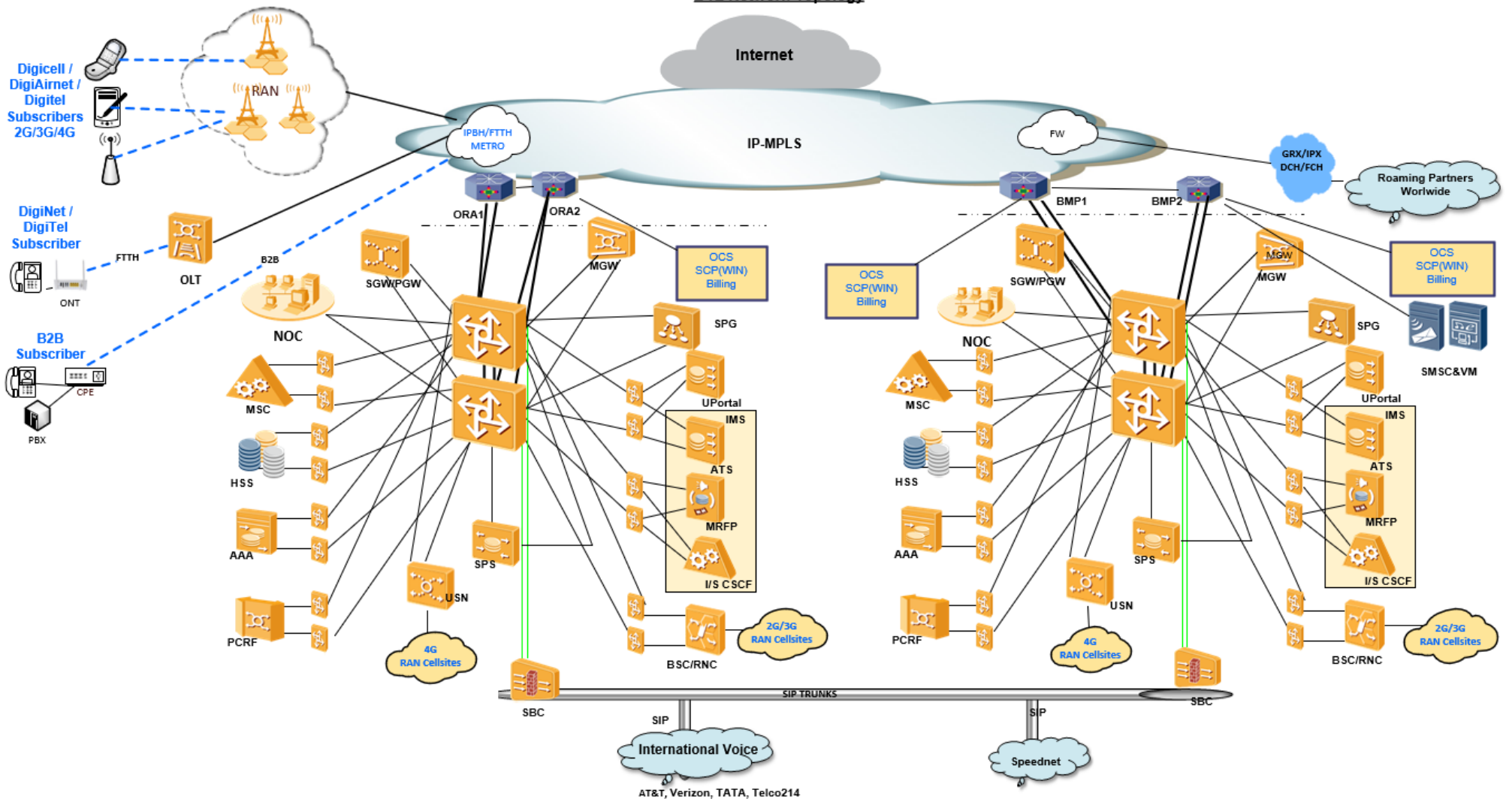
b) Diagrammatic Representation of the Network Expansion

Below is a diagrammatic representation of the key network components and planned infrastructure upgrades over the next three years:

- Fiber Network (Left): Continued fibre deployment in urban and rural areas.
- 4G/5G Towers (Centre): Expansion of 5G-ready towers, supporting mobile services in suburban and high-traffic areas.
- Wireless Infrastructure (Right): Focus on extending Digi AirNet to provide rural communities with reliable wireless broadband.

[DIAGRAM ON NEXT PAGE]

# BTL Network Topology



Conclusion:

Belize Telemedia Limited's planned network expansion over the next three years focuses on growing Belize Telemedia Limited's fibre-optic footprint, expanding 4G services, and expanding wireless broadband (Digi AirNet) to rural and underserved areas. Belize Telemedia Limited's infrastructure strategy aligns with its goal of providing universal access to high-quality internet and mobile services across Belize. The diagram above shows how these components are integrated to support seamless connectivity for all customer segments.

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ii) ***“Does the applicant have in place, or plan to put in place within the next five years, any telecommunications infrastructure (transmission and/or switching equipment under the control of the applicant), including infrastructure using, or which it is proposed will use, frequencies in the electromagnetic spectrum?”***

YES:

NO:

Belize Telemedia Limited's telecommunications infrastructure includes a mix of mobile towers, fibre-optic networks, and wireless broadband solutions. Over the next five years, Belize Telemedia Limited plans to further expand its network by expanding capacity and coverage of Belize Telemedia Limited's mobile services; extending fibre-optic connectivity to rural areas; and expanding Belize Telemedia Limited's wireless infrastructure. These developments will support growing demand for high-speed internet and mobile services, ensuring that Belize Telemedia Limited meets both urban and rural connectivity needs in Belize.

This comprehensive summary highlights the infrastructure already in place and the future plans Belize Telemedia Limited has for expanding its use of the electromagnetic spectrum and transmission equipment, ensuring compliance with PUC standards.

The following provides a summary of Belize Telemedia Limited's existing and planned telecommunications infrastructure:

1. Existing Telecommunications Infrastructure

1.1. Mobile Network Infrastructure (DigiCell)

- 4G LTE Mobile Network: Belize Telemedia Limited operates an extensive 4G LTE network that covers urban, suburban, and rural regions across Belize. This network consists of:
  - Mobile Towers and Base Transceiver Stations (BTS): Over 171 mobile towers deployed throughout the country, supporting voice, SMS, and data services.
  - Core Network (Evolved Packet Core): Belize Telemedia Limited's core network manages voice and data traffic across the mobile infrastructure. The core network is equipped with carrier-grade switching and transmission equipment to ensure high service availability.
  - Frequencies in Use: The mobile network uses frequencies in the 700 MHz, 850 MHz and 1900 MHz bands to provide nationwide mobile coverage, ensuring reliable data transfer and voice communications.

## 1.2. Fiber-Optic Network (DigiNet)

- Fiber-Optic Infrastructure: Belize Telemedia Limited's fibre-optic network is the most advanced in Belize, providing high-speed broadband services to residential and business customers. The network uses transmission equipment that supports data transfer speeds of up to 1000 Mbps for customers.
  - Current Reach: Fiber-optic services are available in all major cities and towns and are also available and are being expanded to rural areas.

## 1.3. Wireless Broadband (Digi AirNet)

- Digi AirNet provides wireless internet to rural and remote areas using Fixed Wireless Access (FWA) technology.
  - Frequencies in Use: Digi AirNet uses Access Points and wireless base stations to deliver high-speed internet where fibre is not available.

## 2. Planned Telecommunications Infrastructure (Next 3 Years)

### 2.1. 4G Mobile Network Deployment

- Planned Rollout: Belize Telemedia Limited plans to deploy additional coverage of its 4G mobile network over the next three years, focusing on high-demand areas and expanding to rural regions over time.
  - New Mobile Towers: Belize Telemedia Limited will install additional 4G cell site/towers in urban and suburban areas to improve data speeds and network capacity.
  - Small Cell Infrastructure: In high-density urban areas, Belize Telemedia Limited will deploy small cells to improve indoor coverage and enhance network performance for customers.

### 2.2. Fiber-Optic Network Expansion

- Rural Fiber Expansion: Over the next three years, Belize Telemedia Limited plans to extend fibre-optic infrastructure to rural areas, ensuring that more communities have access to high-speed internet. The focus will be on regions where there is growing demand for broadband services and where current wireless solutions are insufficient.

### 2.3. Wireless Infrastructure Upgrades (Digi AirNet)

- Expanded Coverage: Belize Telemedia Limited will continue expanding Digi AirNet by adding access points and wireless base stations in remote areas. This infrastructure will provide affordable internet using radio-based technology.

## 3. Use of Electromagnetic Spectrum

- Compliance with Spectrum Regulations: Belize Telemedia Limited's mobile and wireless networks are fully compliant with the Public Utilities Commission (PUC) regulations governing the use of frequencies in the electromagnetic spectrum. The spectrum licenses held by Belize Telemedia Limited allow it to operate services in the 700 MHz, 850 MHz, 1900MHz, and 2100 MHz bands, with future plans for additional spectrum acquisition.
- Interference Mitigation: Belize Telemedia Limited's network infrastructure is designed to minimize frequency interference through the use of advanced technologies like dynamic spectrum management, ensuring that Belize Telemedia Limited's services do not interfere with other users of the spectrum.

## Section C -Information relating to Customer Service

### i) “Please provide details of measures adopted by the applicant for the effective and fair resolution of complaints made by customers of the applicant.”

Belize Telemedia Limited has established a customer-centric framework for resolving complaints effectively and equitably. This framework includes clear procedures for handling inquiries, disputes, and service-related issues. This structured approach demonstrates Belize Telemedia Limited’s commitment to fair treatment, prompt service, and continuous improvement.

Key aspects of the process include:

#### 1. **Multi-Channel Customer Support for Accessibility**

Belize Telemedia Limited’s multiple contact points for customers to raise complaints include:

- **Digital and Dedicated Call Centres**: Belize Telemedia Limited’s call centres are staffed with trained representatives available to assist customers with service inquiries, issues, and complaints. The call centres handle a high volume of complaints, offering customers immediate support options and troubleshooting assistance. Digital call centres include WhatsApp, Facebook and the chatbot on Belize Telemedia Limited’s website.
- **Email and Online Portals**: Customers can submit complaints via dedicated email addresses. This allows Belize Telemedia Limited to track, record, and address complaints digitally, which is especially convenient for busy customers or those needing written records of interactions.
- **Physical Customer Service Centres**: For in-person support, customers have the option to visit Belize Telemedia Limited’s customer service centres. Here, representatives are available to provide assistance; submit formal complaints; or escalate issues as needed.

#### 2. **Clear Complaint Handling Procedures and Timeframes**

Belize Telemedia Limited has established a structured procedure to handle complaints effectively, ensuring that every complaint is acknowledged, recorded, and assigned for resolution within stipulated timeframes. The process includes:

- **Complaint Logging and Tracking**: Each complaint received is logged into Belize Telemedia Limited’s system, ensuring that it is recorded for accountability. Customers receive acknowledgment of their complaints, which reassures them that their issues are being addressed.
- **Response and Resolution Timeframes**: Belize Telemedia Limited commits to resolving complaints within specific timeframes depending on the nature of the issue. For straightforward complaints, resolution may occur within 24-48 hours, while complex cases may require additional investigation but are still resolved within a set period.
- **Customer Updates**: Throughout the complaint resolution process, customers are kept informed of the progress of their cases. Regular updates on actions taken or expected resolution times help manage customer expectations and reinforce Belize Telemedia Limited’s commitment to transparency.

#### 3. **Escalation Procedures for Complex or Unresolved Issues**

Recognizing that some complaints may require more specialized handling, Belize Telemedia Limited has implemented a multi-tier escalation framework. This includes:

- **First-Level Support Resolution**: Most complaints are resolved by first-level support teams within standard timeframes. Representatives at this level are equipped to handle common issues and provide solutions on the spot.
- **Second-Level Escalation**: For issues that cannot be resolved by first-level support, complaints are escalated to a specialized team or supervisor for a more in-depth review. This level ensures that complex complaints are addressed by experienced personnel who have the authority to make necessary adjustments or exceptions.
- **Executive Review and Appeals**: If a customer is dissatisfied with the resolution provided at the lower levels, they can request an executive review or appeal the decision. Senior management will then review the complaint and provide a final resolution, ensuring that all possible solutions have been explored.

#### 4. **Complaint Resolution Tracking and Feedback Collection**

Belize Telemedia Limited employs robust tracking systems to monitor complaint resolutions and gather feedback, which helps refine processes and enhance service quality. Key components include:

- **Complaint Tracking and Analytics**: Belize Telemedia Limited's system records data on complaint types, resolution times, and outcomes, allowing for trend analysis. This data is invaluable for identifying recurring issues, training needs, or potential areas for service improvement.
- **Customer Feedback on Resolutions**: Post-resolution, customers are often asked to provide feedback on their experience. This feedback helps Belize Telemedia Limited gauge satisfaction with complaint handling and identify areas for improvement in customer service training and policy adjustments.
- **Continuous Improvement**: The feedback and data collected are used in regular reviews of Belize Telemedia Limited's complaint-handling process. Through these reviews, Belize Telemedia Limited can implement changes to improve efficiency, prevent recurrence of common complaints, and ensure higher satisfaction rates.

#### 5. **Commitment to Fairness, Accountability, and Regulatory Compliance**

To maintain customer trust and adhere to regulatory expectations, Belize Telemedia Limited's complaint resolution measures include principles of fairness, accountability, and transparency:

- **Non-Discriminatory Complaint Handling**: All complaints are handled fairly, without bias or discrimination. Belize Telemedia Limited's commitment to equitable treatment of all customers ensures that complaints are resolved based solely on the merit of the issue.
- **Accountability in Complaint Management**: Belize Telemedia Limited's representatives are trained to handle complaints professionally and are held accountable for providing effective resolutions. Tracking systems ensure that any lapses or delays in handling complaints are addressed, ensuring that customers receive prompt and satisfactory service.
- **Regulatory Compliance**: Belize Telemedia Limited's complaint resolution process is aligned with local regulatory standards for telecommunications. This compliance ensures that customers have access to fair grievance redressal mechanisms and that Belize Telemedia Limited's practices meet the PUC's expectations for accountability and consumer protection.

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#### ii) ***"Please provide details of measures adopted by the applicant to ensure transparent publication of all terms of conditions including charges for services"***

Belize Telemedia Limited ensures transparency by publicly sharing all terms, conditions, and service charges on its official website and in physical offices accessible to the public. The transparency measures include:

Below is a detailed outline of Belize Telemedia Limited's approach.

##### 1. **Accessible Online Publication of Terms, Conditions, and Charges**

Belize Telemedia Limited leverages its official website (livedigi.com) and the DigiGo™ Application as the primary platform for publishing all terms, conditions, and service charges. The website serves as a centralized and easily accessible resource for customers, ensuring that essential information is available at their fingertips. This includes:

- **Terms and Conditions**: Belize Telemedia Limited's General Terms, Service-Specific Terms, and Acceptable Use Policies (AUP) are published on the website. These documents cover various aspects of service agreements, acceptable conduct, and any potential liabilities or responsibilities.
- **Service Charges and Pricing**: Detailed pricing structures for different services, including mobile, broadband, and business solutions, are displayed. Customers can view both standard and promotional pricing, helping them understand potential costs before signing up.
- **Special Offers and Promotions**: Belize Telemedia Limited updates its website regularly with information about ongoing promotions, discounts, and bundled packages, allowing customers to explore cost-saving options.

This practice ensures that customers have 24/7 access to updated information on the terms and charges associated with Belize Telemedia Limited's services, promoting transparency and convenience.

## **2. Regular Updates and Notification of Changes**

Belize Telemedia Limited is committed to keeping its published terms, conditions, and pricing information current. Any amendments, such as pricing changes or updates to service terms, are reflected promptly on the website and communicated through direct notifications when relevant. This includes:

- **Advance Notice for Major Changes**: For significant adjustments, such as price hikes or revisions to service terms, Belize Telemedia Limited provides advance notice to customers. Notifications are sent via email, SMS, or even customer specific email, depending on customer preferences.
- **Public Announcements and Advertisements**: In addition to online updates, Belize Telemedia Limited may use public announcements (e.g., media releases, social media) to inform a broader audience about notable changes in its terms or charges.
- **Transparency on Expiring Promotions**: Belize Telemedia Limited makes it clear when promotional terms are set to expire and reverts pricing to the standard rates. This ensures customers are aware of changes in advance and are not caught off guard by unexpected billing adjustments.

These practices underscore Belize Telemedia Limited's commitment to transparency and regulatory compliance, reinforcing customer trust and preventing potential disputes related to changes in service charges or terms.

## **3. Clarity in Terms and Conditions Language**

To avoid ambiguity, Belize Telemedia Limited's published terms and conditions are written in clear, straightforward language that customers can easily understand. The objective is to provide transparency by reducing the legal jargon and technical language that often complicates service agreements. Key areas of focus include:

- **Definition of Service Boundaries**: Terms and conditions clearly specify the scope and limits of each service, helping customers understand what they are signing up for, including any usage caps or restrictions that may apply.
- **Explanations of Charges and Fees**: Belize Telemedia Limited breaks down its pricing structures to clarify which costs are recurring (e.g., monthly charges) and which are one-time fees (e.g., installation, equipment fees). This helps customers avoid unexpected charges.
- **Clear Dispute Resolution Policies**: The terms include explicit language about customer rights, dispute resolution mechanisms, and available recourse in cases of billing discrepancies. By doing so, Belize Telemedia Limited helps customers understand their options if issues arise.

## **4. In-Office Availability of Terms and Conditions**

In addition to online publication, Belize Telemedia Limited ensures that physical copies of terms, conditions, and pricing information; including phone books where these terms and conditions are also published, are available at customer service offices and authorized retail locations. This allows customers who may not have internet access, or who prefer in-person interactions, to review the documents before committing to a service. Key aspects include:

- **Printed Materials at Customer Service Desks**: Staff at Belize Telemedia Limited's customer service centres are trained to provide printed versions of the terms, conditions, and pricing upon request, enabling customers to review the information thoroughly.
- **Guided Assistance by Trained Representatives**: Customer service representatives are available to answer questions about the terms and pricing structures and can help customers interpret specific sections if needed. This ensures that customers have a complete understanding of Belize Telemedia Limited's services, regardless of their preferred method of engagement.
- **Visibility in Retail Locations**: Posters or digital screens displaying key terms, pricing, and current promotions may be available in retail outlets, offering customers another way to access essential information.

## 5. Alignment with Commitment to Fair Advertising

Belize Telemedia Limited's Acceptable Use Policy (AUP) governs marketing and promotional practices, ensuring that all advertised terms, conditions, and charges are accurate, clear, and not misleading. This commitment upholds the principles of fairness and transparency in customer communication.

This approach upholds Belize Telemedia Limited's commitment to transparency and informed customer choice, supporting compliance with regulatory standards.

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iii) *“Please provide details of any code of practice for ensuring fair marketing practices, especially in the context of comparisons with service offerings of other service providers, linked sales and trial services (please provide copies).”*

### Code of Practice for Fair Marketing and Comparisons

Belize Telemedia Limited's Acceptable Use Policy (AUP) provides Belize Telemedia Limited with a structured, ethical framework for marketing practices, ensuring that all promotions and service comparisons are conducted transparently, respectfully, and responsibly. By implementing these guidelines, Belize Telemedia Limited ensures that its marketing communications are fair, fact-based, and respectful of customer rights and privacy.

Below is a detailed outline of how these guidelines align with fair marketing and customer-focused policies.

#### a) Prohibition of Misleading Marketing and Comparisons

Belize Telemedia Limited's Acceptable Use Policy mandates that all promotional content, including comparisons with other service providers, be grounded in verifiable, accurate information. Misleading advertisements or exaggerated claims about Belize Telemedia Limited services or competitors are strictly prohibited. This approach emphasizes that all comparative statements should reflect reality and provide customers with clear, fact-based choices.

#### b) Transparency in Linked Sales and Promotional Offers

The AUP emphasizes full transparency in any promotional offers, including bundled services, linked sales, and trial service offerings. Terms and conditions for these promotions must be explicitly communicated, ensuring customers fully understand the scope, benefits, and any limitations or costs associated with these offers. This approach prevents confusion and encourages informed decision-making by customers.

#### c) Ethical Use of Digital Marketing Practices

The AUP also includes measures against deceptive digital marketing practices, such as:

- Unsolicited Advertising (SPAM): Belize Telemedia Limited gives Belize Telemedia Limited's customers the option of opting out of promotional and advertising communications sent by Belize Telemedia Limited. Belize Telemedia Limited has set protocols to ensure that promotional messages are only sent to customers who have consented to receive them. This reduces unwelcome communications and fosters a respectful relationship with customers.
- Identity Protection and Non-Deceptive Online Practices: The AUP mandates that Belize Telemedia Limited and any authorized third-party marketers present accurate identifying information. Falsifying headers, misleading clickbait, or obscuring sender details is strictly forbidden, ensuring that all marketing communications can be traced back to a credible source and trusted by recipients.

#### d) Respect for Customer Privacy and Rights

Privacy is a cornerstone of Belize Telemedia Limited's AUP. The policy underscores Belize Telemedia Limited's commitment to ethical data usage, ensuring that no customer information is exploited for marketing purposes without explicit consent. Belize Telemedia Limited avoids intrusive data-driven marketing tactics, aligning with global standards for customer rights and privacy protection, further enhancing the trustworthiness of its marketing efforts.



e) *Commitment to Ethical Standards and Regulatory Compliance*

Belize Telemedia Limited's marketing practices are designed to fully comply with both local regulatory standards. The AUP mandates adherence to industry regulations that govern fair marketing, including prohibitions against the use of derogatory or defamatory language about competitors. This approach builds a fair competitive environment and strengthens Belize Telemedia Limited's reputation for professionalism and integrity.

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iv) ***“Please provide a copy of each code of practice (current and proposed) in relation to customers, including practices followed for withdrawal of service from customers”***

Belize Telemedia Limited's Acceptable Use Policy and General Terms and Conditions establish a robust framework for handling customer relations and service withdrawal. These policies ensure that customers receive fair treatment, transparent communication, and options for dispute resolution.

1. ***Customer-Centric Communication and Transparency***

Belize Telemedia Limited emphasizes clear and respectful communication with all customers throughout the lifecycle of their service, from onboarding to potential service withdrawal. This commitment includes:

- *Providing Full Information on Services*: Belize Telemedia Limited ensures that customers receive detailed information about the nature, benefits, and any limitations of their services. This transparency builds trust and helps customers make informed choices, strengthening long-term relationships.
- *Notice of Changes and Service Adjustments*: Any changes to services, terms, or conditions are communicated proactively to customers. Belize Telemedia Limited's policy mandates prior notifications for changes, ensuring that customers are informed and have adequate time to respond or adapt.

2. ***Guidelines for Service Withdrawal or Termination***

Belize Telemedia Limited follows a structured, customer-focused approach when it comes to service withdrawal, respecting the customer's needs and legal rights. This includes:

- *Notice Period for Service Withdrawal*: Customers are provided with advance notice before any service termination. Belize Telemedia Limited's General Terms outline specific notice periods to ensure customers are aware and can plan if needed.
- *Process for Service Disconnection*: Belize Telemedia Limited commits to a transparent, step-by-step process for disconnection, ensuring customers understand the reasons for withdrawal, and if available options for reconnection, and any potential fees or penalties associated with service termination.

3. ***Fair Treatment During the Termination Process***

Belize Telemedia Limited's policies ensure that the service withdrawal process is conducted fairly, with minimal disruption to customers:

- *Alternative Solutions Offered*: Where feasible, Belize Telemedia Limited provides alternative service options or solutions to mitigate the impact of withdrawal. This may include offering downgraded service tiers or alternate connectivity solutions if the original service is no longer suitable.
- *Escalation and Dispute Resolution*: Belize Telemedia Limited's AUP and General Terms specify escalation procedures for any disputes related to service withdrawal, allowing customers to address issues through a structured grievance mechanism if they believe a termination was unfair.

4. ***Data Privacy and Security During Service Termination***

Belize Telemedia Limited prioritizes the protection of customer data throughout the service relationship, including at termination. Specific measures include:

- *Data Retention and Deletion Policies*: Upon service withdrawal, Belize Telemedia Limited ensures that any retained customer data is managed in compliance with data privacy standards. Unnecessary data is securely deleted or anonymized, preventing misuse or unauthorized access.
- *Confidentiality of Customer Information*: Belize Telemedia Limited maintains the confidentiality of customer data during the withdrawal process, ensuring that

customer information is not shared or disclosed without explicit consent, except as legally required.

**Section D – Financial Information and Business Plan**

i) *“Please provide a comprehensive high-level business plan. The plan should set out any assumptions used and should cover a period of at least five (5) years.*

*The information provided must include (with independent confirmation as appropriate):*

- a. *Sources of funding;*
- b. *Financial projections for five (5) years to include revenues, capital investments, and cash flow; and*
- c. *Market assumptions and forecast.”*

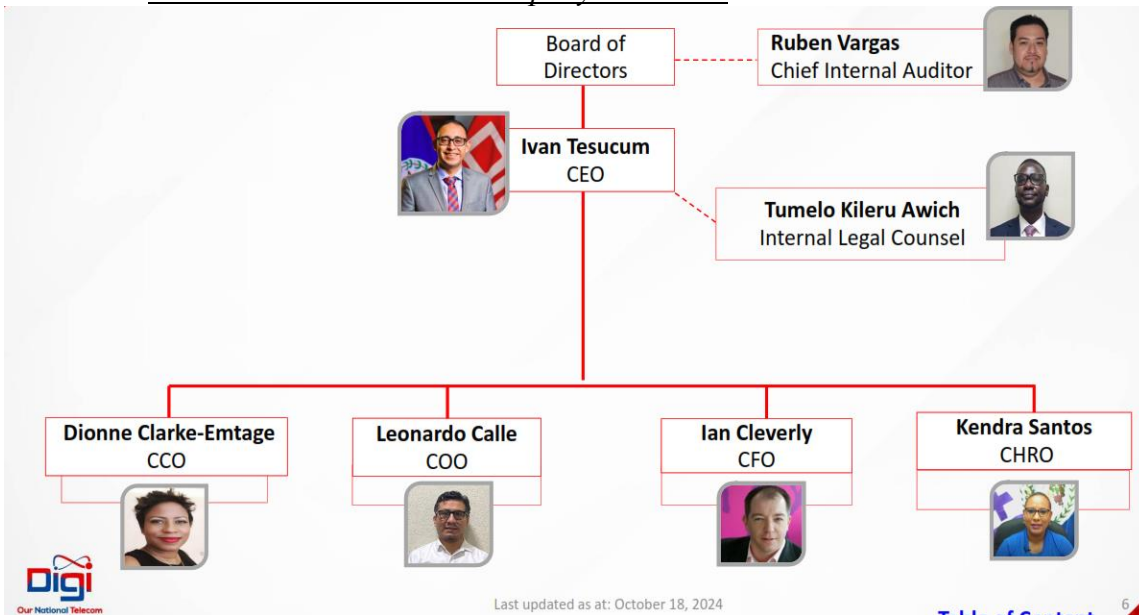
Please see Belize Telemedia Limited’s attached Spreadsheet.

ii) *“Please provide Audited Financial Reports including certified Income Statements and Balance Sheets for the last three years in respect of the Company on whose behalf the application is being submitted.”*

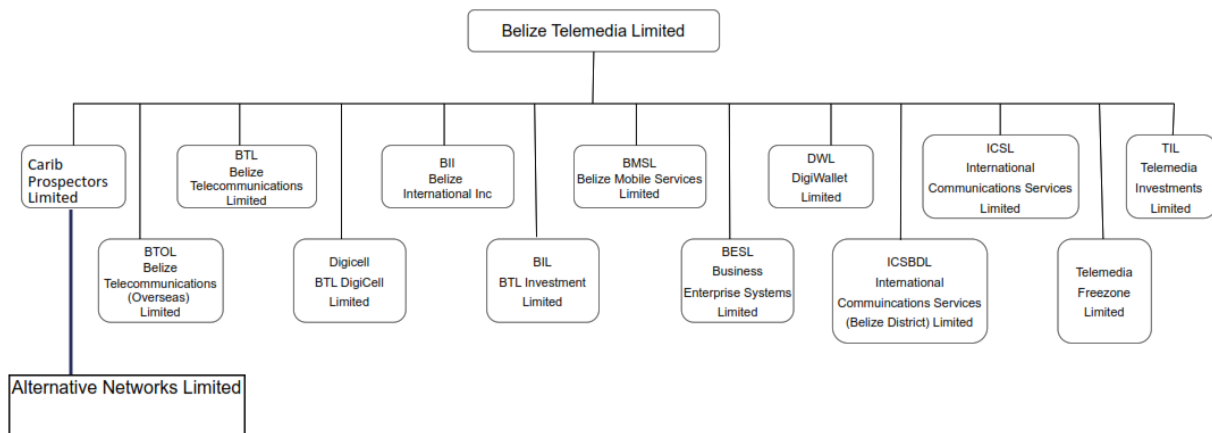
Please see Belize Telemedia Limited’s attached Audited Financial Reports/income statements/Balance Sheets

iii) *“Please provide a diagrammatic representation of the applicant’s company structure.”*

Belize Telemedia Limited company structure:



Belize Telemedia Limited group company structure:



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iv) ***“Please provide the names of shareholders with at least 10% of issued shares and their percentage shareholding.”***

<b><u>i) Name of Shareholder</u></b>	<b><u>Nationality</u></b>	<b><u>No of shares held</u></b>
Ministry of Finance (Government of Belize)	Belizean	24,417,273 (Ordinary Shares)
		48,500,000 (Preference Shares)
Social Security Board	Belizean	17,000,000 (Ordinary Shares)
Central Bank of Belize	Belizean	4,000,000 (Ordinary Shares)

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v) ***“Does the applicant have any shareholding of over 5% in any other licensed telecommunication provider in Belize?”***

YES:  NO:

***“If yes, please provide details.”***

Belize Telemedia Limited holds one of the four issued shares in the share capital of Alternative Networks Limited. Three of the four issued shares in the share capital of Alternative Networks Limited are held by Carib Prospectors Limited. Belize Telemedia Limited holds all the issued shares in the share capital of Carib Prospectors Limited.

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vi) ***“Does the applicant have any other trading activities in or outside the telecommunications market? If so, provide details of any arrangements made to ensure no cross-subsidization for the applicant’s following activities:***

- ***Telecommunications and non-telecommunications activities***
- ***wholesale and retail activities***
- ***telecommunications equipment production or supply and other telecommunications activities”***

The Belize Telemedia Limited Group of companies includes DigiWallet Limited which provides is licenced in Belize as a payment service provider under the National Payment System Act 2017; Alternative Networks Limited which provides TV content and broadband services. Other trading activities outside of the telecommunications market include software license sales and hardware sales.

Belize Telemedia Limited does not cross subsidise any of Belize Telemedia Limited’s subsidiaries and affiliated companies in the Belize Telemedia Limited Group of companies. All subsidiaries and affiliates of Belize Telemedia Limited and Belize Telemedia Limited, deal with each other at arm’s length and are operated as independent corporate entities and independent going concerns.

**BELIZE TELEMEDIA  
LIMITED**

*Consolidated Financial Statements for the  
Years Ended March 31, 2022 and 2021 and  
Independent Auditors' Report*

# **BELIZE TELEMEDIA LIMITED**

## **TABLE OF CONTENTS**

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	<b><u>Page</u></b>
INDEPENDENT AUDITORS' REPORT	1 - 2
CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MARCH 31, 2022 AND 2021:	
Consolidated statements of financial position	3 - 4
Consolidated statements of comprehensive income	5
Consolidated statements of changes in equity	6
Consolidated statements of cash flows	7
Notes to consolidated financial statements	8 - 44



## INDEPENDENT AUDITORS' REPORT

**To the Board of Directors and Shareholders  
of: Belize Telemedia Limited and its Subsidiaries**

### **Opinion**

We have audited the consolidated financial statements of Belize Telemedia Limited and its Subsidiaries, which comprise the consolidated statements of financial position as at March 31, 2022 and 2021 and the consolidated statements of comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows for the years then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of Belize Telemedia Limited and its Subsidiaries as at March 31, 2022 and 2021, and of its consolidated financial performance and its consolidated cash flows for the years then ended in accordance with International Financial Reporting Standards (IFRSs).

### **Basis for Opinion**

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the consolidated Financial Statements* section of our report. We are independent of Belize Telemedia Limited in accordance with the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants* (IESBA Code), and we have fulfilled our other ethical responsibilities in accordance with the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRSs, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing Belize Telemedia Limited and its Subsidiaries' ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Belize Telemedia Limited and its Subsidiaries or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing Belize Telemedia Limited and its Subsidiaries' financial reporting process.

**hlb.bz**

**Partners:** Claude Burrell, CA, CISA, CDPSE | Giacomo Sanchez, CA

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**TEL:** +501 227 3020 **EMAIL:** info@hlab.bz

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### **Auditors' Responsibilities for the Audit of the Consolidated Financial Statements**

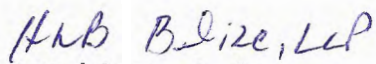
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error; to design and perform audit procedures responsive to those risks; and to obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our Auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our Auditors' report. However, future events or conditions may cause the Belize Telemedia Limited and its Subsidiaries to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during the audit.

The engagement partner on the audit resulting in this independent auditors' report is Giacomo Sanchez.

  
**Chartered Accountants**  
**Belize City, Belize**  
**August 11, 2022**



# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION AS AT MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>			<u>2022</u>	<u>Restated</u> <u>2021</u>	<u>Restated</u> <u>April 1, 2020</u>
<b><u>ASSETS</u></b>						
CURRENT ASSETS:						
Cash and cash equivalents	2h.	2i.	3.	\$ 22,151	\$ 5,334	\$ 5,444
Trade receivables	2h.	2j.	4.	27,162	31,533	25,906
Other receivables	2h.	2k.	5.	7,200	3,939	9,742
Financial lease receivable - net	2h.	2l.	6.	746	731	717
Prepayments		2m.	7.	4,555	2,507	4,024
Inventories	2n.	2r.	8.	9,874	10,205	13,236
Total current assets				<u>71,688</u>	<u>54,249</u>	<u>59,069</u>
NON-CURRENT ASSETS:						
Finance lease receivable - net	2h.	2l.	6.	14,096	14,841	15,572
Right-of-use assets - net	2l.	2r.	9.	1,318	1,186	2,056
Intangible assets - net	2o.	2r.	10.	18,281	18,329	20,411
Property, plant and equipment - net	2p.	2r.	11.	243,342	267,434	301,531
Other non-current assets		2r.	12.	1,704	2,047	2,391
Total non-current assets				<u>278,741</u>	<u>303,837</u>	<u>341,961</u>
<b>TOTAL ASSETS</b>				<u><b>\$ 350,429</b></u>	<u><b>\$ 358,086</b></u>	<u><b>\$ 401,030</b></u>
<b><u>LIABILITIES AND EQUITY</u></b>						
CURRENT LIABILITIES:						
Deferred income	2s.			\$ 3,229	\$ 2,890	\$ 7,227
Trade and other payables	2h.	2t.	13.	27,638	19,440	24,746
Lease liabilities	2h.	2l.	9.	517	429	653
Borrowings	2h.	2u.	14.	12,511	21,437	34,188
Dividends payables	2h.	2x.		13,754	18,867	23,486
Customer deposits			15.	6,599	5,752	5,031
Total current liabilities				<u>64,248</u>	<u>68,815</u>	<u>95,331</u>
NON-CURRENT LIABILITIES:						
Trade and other payables	2h.	2t.	13.	163	2,023	2,600
Lease liabilities	2h.	2l.	9.	903	825	1,413
Borrowings	2h.	2u.	14.	43,981	56,363	74,830
Total non-current liabilities				<u>45,047</u>	<u>59,211</u>	<u>78,843</u>
Total liabilities				<u>109,295</u>	<u>128,026</u>	<u>174,174</u>

Continued on page 4.

Notes related to restatement are disclosed in Note 27.

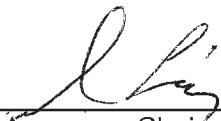
The notes on pages 8 to 44 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED) AS AT MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2022</u>	<u>Restated</u> <u>2021</u>	<u>Restated</u> <u>April 1, 2020</u>
EQUITY:				
Ordinary shares	2y. 16.	49,552	49,552	49,552
Preference shares	2y. 17.	48,500	48,500	48,500
Share premium	18.	15,274	15,274	15,274
Capital reserve - non distributable	19.	36,637	36,637	36,637
Retained earnings		91,171	80,097	76,893
Total equity		<u>241,134</u>	<u>230,060</u>	<u>226,856</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<u><b>\$ 350,429</b></u>	<u><b>\$ 358,086</b></u>	<u><b>\$ 401,030</b></u>

The financial statements on page 3 to 7 were approved and authorized for issue by the Board of Directors on August 11, 2022 and are signed on its behalf by:



Chairman



Director

Notes related to restatement are disclosed in Note 27.

The notes on pages 8 to 44 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2022</u>	<u>Restated 2021</u>
<b>CONTINUING OPERATIONS</b>			
Revenue	2z. 20.	\$ 136,611	\$ 134,426
Other operating income	2z. 20.	4,720	6,859
<b>Total revenue</b>		<b>141,331</b>	141,285
Operating cost	2aa. 2ab. 21.	(113,835)	(123,162)
<b>Gross profit</b>		<b>27,496</b>	18,123
Interest income	2ac.	987	761
Dividend income		2	5
Interest expense	2v.	(5,253)	(6,243)
<b>Profit before tax</b>		<b>23,232</b>	12,646
Business tax	2ad. 22.	(7,146)	(7,234)
<b>PROFIT FROM CONTINUING OPERATIONS</b>		<b>16,086</b>	5,412
<b>OTHER COMPREHENSIVE INCOME</b>		-	-
<b>TOTAL COMPREHENSIVE INCOME</b>		<b>\$ 16,086</b>	\$ 5,412
<b>Profit attributable to:</b>			
Owners of the Company		<b>\$ 16,086</b>	\$ 5,412
<b>Earnings per share attributable to the owners of the company:</b>			
Basic and diluted earnings per share	23.	<b>\$ 0.29</b>	\$ 0.07

Notes related to restatement are disclosed in Note 27.

The notes on pages 8 to 44 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

	Share capital	Preference shares	Share premium	Capital reserve, non distributable	Retained earnings	Total
March 31, 2020 as previously stated	\$ 49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$ 78,223	\$228,186
Impact of correction of errors (Note 27)	-	-	-	-	(1,330)	\$ (1,330)
Balance at April 1, 2020 after restatement	\$ 49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$ 76,893	\$226,856
<b>Comprehensive income</b>						
Profit for the year	-	-	-	-	5,412	5,412
Other comprehensive income	-	-	-	-	-	-
<b>Total comprehensive income</b>	-	-	-	-	5,412	5,412
<b>Transactions with owners of the Company</b>						
Dividends declared to ordinary shareholders (Note 24)	-	-	-	-	(268)	(268)
Dividends declared to preferred shareholders (Note 24)	-	-	-	-	(1,940)	(1,940)
<b>Total transactions with owners of the Company</b>	-	-	-	-	(2,208)	(2,208)
<b>March 31, 2021</b>	<b>\$ 49,552</b>	<b>\$ 48,500</b>	<b>\$ 15,274</b>	<b>\$ 36,637</b>	<b>\$ 80,097</b>	<b>\$230,060</b>
<b>April 1, 2021</b>	\$ 49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$ 80,097	\$230,060
<b>Comprehensive income</b>						
Profit for the year	-	-	-	-	16,086	16,086
Other comprehensive income	-	-	-	-	-	-
<b>Total comprehensive income</b>	-	-	-	-	16,086	16,086
<b>Transactions with owners of the Company</b>						
Dividends declared to ordinary shareholders (Note 24)	-	-	-	-	(3,072)	(3,072)
Dividends declared to preferred shareholders (Note 24)	-	-	-	-	(1,940)	(1,940)
<b>Total transactions with owners of the Company</b>	-	-	-	-	(5,012)	(5,012)
<b>March 31, 2022</b>	<b>\$ 49,552</b>	<b>\$ 48,500</b>	<b>\$ 15,274</b>	<b>\$ 36,637</b>	<b>\$ 91,171</b>	<b>\$241,134</b>

Notes related to restatement are disclosed in Note 27.

The notes on pages 8 to 44 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>2022</u>	<u>Restated</u> <u>2020</u>
<b>OPERATING ACTIVITIES</b>		
Profit for the year	\$ 16,086	\$ 5,412
Adjustments for non-cash items:		
Depreciation and amortization	42,660	45,520
Gain on disposal of property, plant and equipment	(13)	(199)
Obsolescence expense	1,514	278
Re-measurement of expected credit loss	500	4,597
Business tax	7,146	7,234
Interest expense	5,253	6,243
Operating profit before working capital changes	<u>73,146</u>	<u>69,085</u>
Changes in working capital:		
Trade receivables	3,871	1,386
Other receivables	(3,261)	(5,803)
Prepayments	(2,048)	1,519
Inventories	(1,183)	2,753
Deferred income	339	(4,337)
Trade and other payables	6,085	(5,950)
Lease liabilities	-	(812)
Customer deposits	847	(721)
Cash provided by operating activities	<u>77,796</u>	<u>57,120</u>
Business tax paid	(7,100)	(7,209)
Interest paid	(5,046)	(6,208)
<b>Net cash provided by in operating activities</b>	<u>65,650</u>	<u>43,703</u>
<b>INVESTING ACTIVITIES</b>		
Purchase of property, plant and equipment	(13,172)	(4,299)
Purchase of intangible assets	(4,506)	(1,886)
Proceeds from disposal of fixed assets	73	328
Proceeds from finance lease	730	715
<b>Net cash used in investing activities</b>	<u>(16,875)</u>	<u>(5,142)</u>
<b>FINANCING ACTIVITIES</b>		
Dividends provided and paid to shareholders	(10,125)	(6,827)
Proceeds from borrowings	-	3,471
Repayment of borrowings	(21,308)	(34,689)
Principal elements of lease payments	(525)	(626)
<b>Net cash used in financing activities</b>	<u>(31,958)</u>	<u>(38,671)</u>
<b>Net increase (decrease) in cash and cash equivalents</b>	<u>16,817</u>	<u>(110)</u>
<b>Cash and cash equivalents, beginning of year</b>	<u>5,334</u>	<u>5,444</u>
<b>Cash and cash equivalents, end of year</b>	<u>\$ 22,151</u>	<u>\$ 5,334</u>

Notes related to restatement are disclosed in Note 27.

The notes on pages 8 to 44 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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#### 1. GENERAL INFORMATION

Belize Telemedia Limited (the Company) and its subsidiaries (together referred to as the 'Group') provide communication products, services and a broad range of voice, broadband and data communication services including fixed and mobile telephone services and internet services within Belize.

Belize Telemedia Limited is a public limited liability company incorporated and domiciled in Belize. The address of its registered office is #1 St. Thomas Street, Esquivel Telecom Centre, Belize City, Belize.

The Group includes Belize Telemedia Limited (the parent company) which provides telecommunication services and its wholly-owned subsidiaries include the:

- Telemedia Free Zone Limited which provides telecommunication services in the Commercial Free Zone at Santa Elena, Corozal;
- BTL DigiCell Limited which operates the LTE Advanced network;
- Business Enterprises Systems Limited ("BESL"), which rents equipment, and provides other non-telecommunications services;
- International Communication Services Limited and International Communication Services (Belize District) Limited which operate in the E-Business Freezone Park at Mile 13 1/2 on the Northern Highway;
- Belize Telecommunications (Overseas) Limited;
- BTL Mobile Services Limited;
- DigiWallet Limited;
- Telemedia Investment Limited;
- Belize Telemedia Limited British Virgin Island; and
- Belize Telemedia International Inc.

The Company operates under an Individual Telecommunications License, issued by the Public Utilities Commission ("PUC"). The License expires on December 28, 2022 and thereafter is renewable for consecutive periods of five years, unless the PUC or the Licensee serves not less than one year's written notice to the contrary.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements to the extent they have not already been disclosed in the other notes to the financial statements. These policies have been consistently applied to all the years presented, unless otherwise stated. The financial statements are for the Group consisting of Belize Telemedia Limited and its subsidiaries.

##### a. Statement of compliance

The consolidated financial statements of the Belize Telemedia Limited Group have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and the interpretations issued by the IFRS Interpretations Committee (IFRS IC) applicable to companies reporting under IFRS.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

b. Basis of preparation

The consolidated financial statements have been prepared on the historical cost basis except for certain financial assets and liabilities measured at fair value and assets held for sale measured at fair value less costs to sell.

c. Functional and presentation currency

The financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in 'Belize dollars' (BZ\$), which is the Group's functional and presentation currency. Except as indicated, the financial information presented in Belize dollars has been rounded to the nearest thousand.

d. Foreign currency translations

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions or valuation where items are remeasured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the statement of comprehensive income.

Foreign exchange gains and losses that relate to borrowings and cash and cash equivalents are presented in the statement of comprehensive income within 'finance income or expense'. All other foreign exchange gains and losses are presented in the statement of comprehensive income within 'sundry income/expense'.

e. Principles of consolidation

*(i) Subsidiaries*

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

The Group applies the acquisition method to account for business combinations. The consideration transferred for the acquisition of a subsidiary is the fair values of the assets transferred, the liabilities incurred to the former owners of the acquiree and the equity interests issued by the group. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Identifiable assets acquired, liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### e. Principles of consolidations (Continued)

Inter-company transactions, balances and unrealized gains on transactions between Group companies are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the transferred asset. The accounting policies of subsidiaries are changed if necessary to ensure consistency with Group policies.

The Group recognises any non-controlling interest in the acquiree on an acquisition-by-acquisition basis, either at fair value or at the non-controlling interest's proportionate share of the recognised amounts of acquiree's identifiable net assets.

Non-controlling interests in the results and equity of subsidiaries are shown separately in the consolidated statement of income, statement of comprehensive income, statement of changes in equity and statement of financial position respectively.

Acquisition-related costs are expensed as incurred.

If the business combination is achieved in stages, the acquisition date carrying value of the acquirer's previously held equity interest in the acquiree is re-measured to fair value at the acquisition date; any gains or losses arising from such re-measurement are recognized in comprehensive income.

Any contingent consideration to be transferred by the Group is recognized at fair value at the acquisition date. Subsequent changes to the fair value of the contingent consideration that is deemed to be an asset or liability is recognized in accordance with IFRS 9 either in comprehensive income or as a change to other comprehensive income. A contingent consideration that is classified as equity is not re-measured, and its subsequent settlement is accounted for within equity.

The excess of the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over the fair value of the Group's share of the identifiable net assets acquired is recorded as goodwill. If this is less than the fair value of the net assets of the subsidiary acquired in the case of a bargain purchase, the difference is recognized directly in the statement of comprehensive income.

#### *(ii) Disposal of subsidiaries*

When the Group ceases to have control, any retained interest in the entity is remeasured to its fair value at the date when control is lost, with the change in carrying amount recognized in comprehensive income. The fair value is the initial carrying amount for the purposes of subsequently accounting for the retained interest as an associate, joint venture or financial asset. In addition, any amounts previously recognized in other comprehensive income in respect of that entity are accounted for as if the Group had directly disposed of the related assets or liabilities. This may mean that amounts previously recognized in other comprehensive income are reclassified to comprehensive income.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

e. Principles of consolidations (Continued)

*(iii) Changes in ownership interests in subsidiaries without change of control*

Transactions with non-controlling interests that do not result in loss of control are accounted for as equity transactions - that is, as transactions with the owners in their capacity as owners. The difference between fair value of any consideration paid and the relevant share acquired of the carrying value of net assets of the subsidiary is recorded in equity. Gains or losses on disposals to non-controlling interests are also recorded in equity.

f. Change in accounting policies

The accounting policies adopted are consistent with those used in the previous consolidated financial statements for the year ended March 31, 2021. In addition, commencing April 1, 2021, the following amendments which are now effective, have been adopted:

**Interest Rate Benchmark Reform - Phase 2**

**(Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16)**

Effective for annual reporting periods beginning on or after 1 January 2021

The amendments in Interest Rate Benchmark Reform - Phase 2 (Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16) introduce a practical expedient for modifications required by the reform, clarify that hedge accounting is not discontinued solely because of the IBOR reform, and introduce disclosures that allow users to understand the nature and extent of risks arising from the IBOR reform to which the entity is exposed to and how the entity manages those risks as well as the entity's progress in transitioning from IBORs to alternative benchmark rates, and how the entity is managing this transition.

The amendment was adopted, but has no current impact on the financial statements.

**Covid-19-Related Rent Concessions beyond 30 June 2021 (Amendment to IFRS 16)**

Effective for annual reporting periods beginning on or after 1 April 2021

The amendment extends, by one year, the May 2020 amendment that provides lessees with an exemption from assessing whether a COVID-19-related rent concession is a lease modification.

The amendment was adopted, but has no current impact on the financial statements.

**Standards issued but not yet effective**

*The standards and interpretations that are issued, but not yet effective, up to the end of the reporting period are disclosed below.*

**Reference to the Conceptual Framework (Amendments to IFRS 3)**

Effective for annual reporting periods beginning on or after 1 January 2022

The amendments update an outdated reference to the Conceptual Framework in IFRS 3 without significantly changing the requirements in the standard.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

f. Change in accounting policies (Continued)

**Property, Plant and Equipment — Proceeds before Intended Use (Amendments to IAS 16)**

Effective for annual reporting periods beginning on or after 1 January 2022

The amendments prohibit deducting from the cost of an item of property, plant and equipment any proceeds from selling items produced while bringing that asset to the location and condition necessary for it to be capable of operating in the manner intended by management. Instead, an entity recognises the proceeds from selling such items, and the cost of producing those items, in profit or loss.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

**Onerous Contracts — Cost of Fulfilling a Contract (Amendments to IAS 37)**

Effective for annual reporting periods beginning on or after 1 January 2022

The amendments specify that the 'cost of fulfilling' a contract comprises the 'costs that relate directly to the contract'. Costs that relate directly to a contract can either be incremental costs of fulfilling that contract (examples would be direct labour, materials) or an allocation of other costs that relate directly to fulfilling contracts (an example would be the allocation of the depreciation charge for an item of property, plant and equipment used in fulfilling the contract).

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

**Classification of Liabilities as Current or Non-Current (Amendments to IAS 1)**

Effective for annual reporting periods beginning on or after 1 January 2023

The amendments aim to promote consistency in applying the requirements by helping companies determine whether, in the statement of financial position, debt and other liabilities with an uncertain settlement date should be classified as current (due or potentially due to be settled within one year) or non-current.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

**IFRS 9 (Annual improvements to IFRS standards 2018 - 2020)**

Effective for annual reporting periods beginning on or after 1 January 2022

The amendment clarifies which fees an entity includes when it applies the '10 per cent' test in paragraph B3.3.6 of IFRS 9 in assessing whether to derecognise a financial liability. An entity includes only fees paid or received between the entity (the borrower) and the lender, including fees paid or received by either the entity or the lender on the other's behalf.

The annual improvement will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

f. Change in accounting policies (Continued)

**Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)**

Effective for annual reporting periods beginning on or after 1 January 2023

The amendments require that an entity discloses its material accounting policies, instead of its significant accounting policies. Further amendments explain how an entity can identify a material accounting policy. Examples of when an accounting policy is likely to be material are added. To support the amendment, the Board has also developed guidance and examples to explain and demonstrate the application of the 'four-step materiality process' described in IFRS Practice Statement 2.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

**Definition of Accounting Estimates (Amendments to IAS 8)**

Effective for annual reporting periods beginning on or after 1 January 2023

The amendments replace the definition of a change in accounting estimates with a definition of accounting estimates. Under the new definition, accounting estimates are "monetary amounts in financial statements that are subject to measurement uncertainty". Entities develop accounting estimates if accounting policies require items in financial statements to be measured in a way that involves measurement uncertainty. The amendments clarify that a change in accounting estimate that results from new information or new developments is not the correction of an error.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

**IFRS 16 (Annual improvements to IFRS standards 2018 - 2020)**

Effective for annual reporting periods beginning on or after 1 January 2022

The amendment to Illustrative Example 13 accompanying IFRS 16 removes from the example the illustration of the reimbursement of leasehold improvements by the lessor in order to resolve any potential confusion regarding the treatment of lease incentives that might arise because of how lease incentives are illustrated in that example.

The annual improvement will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

g. Significant accounting judgments and estimates

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### g. Significant accounting judgments and estimates (Continued)

- The Group provides for bad and doubtful debts based on an evaluation of the collectability of individual debtor balances. The Group estimates expected credit losses based on the Group's historical credit loss experience and an analysis of the debtor's current financial position, adjusted for factors that are specific to the debtors, general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date, including time value of money where appropriate.
- The estimate for obsolete inventories is based on an evaluation of slow-moving item, particularly inventories that have not moved in line with its useful life.
- The Group reviews the estimated useful lives of property, plant and equipment at the end of each reporting period. During the current year, there have been no changes to the useful life of assets.
- The Group's intangible assets mainly consists of licenses and computer software. Licenses are amortized over their estimated useful lives of three to five years and computer software over five years.
- The Group measures non-current assets classified as held for sale at the lower of its carrying amount and fair value less costs to sell. Fair value less costs to sell is determined through the engagement of an independent expert experienced in the sale of such assets.
- The fair value of items sold on a finance lease is estimated to be the discounted cash flows arising from the payments due under the finance lease agreement.
- The Group applies judgement in determining whether a contract is, or contains, a lease and in estimating the incremental borrowing rate of the lease.

#### h. Financial instruments

A financial instrument is any contract that gives rise to both a financial asset in one entity and a financial liability or equity in another entity.

#### **Financial Assets**

##### *(i) Classification*

The Group classifies financial assets in the following measurement categories:

- (a) those to be measured subsequently at fair value, either through OCI or profit and loss;
- (b) those to be measured at amortised cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

For assets measured at fair value, gains and losses will be recorded either in profit or loss or OCI.

The Group reclassifies its financial instruments when and only when its business model for managing those assets changes.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### h. Financial instruments (Continued)

##### *(ii) Derecognition*

Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all of the risks and rewards of ownership.

##### *(iii) Measurement*

At initial recognition, in the case of a financial asset not at fair value through profit or loss ("FVPL"), the Group measures a financial asset at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVPL are expensed in profit or loss.

A financial asset is measured at amortized cost if both of the following conditions are met:

- (a) the financial asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- (b) the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

A financial asset is measured at fair value through profit or loss ("FVPL") unless it is measured at amortised cost or at fair value through other comprehensive income ("FVOCI") in accordance with the criteria mentioned in the preceding paragraphs.

The Group directly reduces the gross carrying amount of a financial asset when the entity has no reasonable expectation of recovering a financial asset in its entirety or a portion thereof. A write-off constitutes a derecognition event.

#### **Financial Liabilities**

The Group's financial liabilities are initially measured at fair value, net of transaction costs, and are subsequently measured at amortized cost using the effective interest method.

A financial liability (or part of it) is extinguished when the debtor either:

- (a) discharges the liability (or part of it) by paying the creditor, normally with cash, other financial assets, goods or services; or
- (b) is legally released from primary responsibility for the liability (or part of it) either by process of law or by the creditor.

#### **Impairment of financial assets**

The Group recognizes loss allowances for Expected Credit Losses ("ECLs") on financial assets measured at amortized cost and contract assets.

The Group measures loss allowances at an amount equal to lifetime ECLs. Loss allowances for trade receivables and contract assets are always measured at an amount equal to lifetime ECLs.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### h. Financial instruments (Continued)

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Company considers reasonable and supportable information relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and including forward looking information.

The Group assumes that the credit risk on financial assets has increased significantly if it is more than 90 days past due.

The Group recognizes loss allowances for ECLs on a financial asset in default when it meets the following criteria:

- (i) the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to action such as realizing security if any is held; or
- (ii) the financial asset is more than 90 days past due.

Life-time ECLs are the ECLs that result from all possible default events over the expected life of the financial instrument. The maximum period considered when estimating ECLs is the maximum contractual period over the Group is exposed to credit risk.

Measurement of ECLs:

ECLs are a probability-weighted estimate of credit losses. Credit losses are measured as the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive).

Credit-impaired financial assets:

At each reporting date, the Group assess whether financial assets carried at amortized costs are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default or past due event;
- it is becoming probable that the borrower will enter bankruptcy or other financial reorganization; or
- the disappearance of an active market for a security because of financial difficulties.

Presentation of allowance for ECLs in the statement of financial position:

Loss allowances for financial assets measured at amortized cost are deducted from the gross carrying amount of the assets.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

h. Financial instruments (Continued)

Write-off: The gross carrying amount of a financial asset is written off (either partially or in full) when there is no reasonable expectation of recovering a financial asset in its entirety or a portion thereof. This is generally the case when the Group determines that the borrower does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. This assessment is carried out at the individual asset level.

Recoveries of amounts previously written off are included in 'bad debts recoveries' in the statement of profit or loss.

Financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

i. Cash and cash equivalents

Cash and cash equivalents include cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less and bank overdrafts which are repayable on demand and which forms an integral part of the Group's cash management. Bank overdraft facilities available to finance capital expenditures are included in borrowings.

j. Trade receivables

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. They are generally due for settlement within 30 days and are therefore all classified as current. Trade receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value. The Group holds the trade receivables with the objective of collecting the contractual cash flows and therefore measures them subsequently at amortised cost using the effective interest method.

The Group recognises lifetime expected credit losses ("ECL") for trade receivables using the simplified approach. The expected credit losses on these financial assets are estimated based on the Group's historical credit loss experience and an analysis of the debtor's current financial position, adjusted for various factors. The factors include issues specific to the debtors, the general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date. The time value of money is included where appropriate.

The Group writes off trade receivables when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery.

k. Other receivables

Other receivables are amounts due from foreign telephone network companies, input tax, staff and management loans, deposits and other miscellaneous accounts. The carrying amount of the receivable is considered a reasonable approximation of fair value (which is measured at amortised cost) is expected to be paid within twelve months, such that the effect of any difference between the effective interest rate applied and the estimated current market rate is not significant.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### i. Leases

##### *(i) Leases where the Group is the lessor*

As a lessor the Group classifies its leases as either operating or finance leases. A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of the underlying asset, and classified as an operating lease if it does not.

The Group recognises assets held under a finance lease in its statement of financial position and presents them as a receivable at an amount equal to the net investment in the lease. The net investment in the lease is the gross investment in the lease discounted at the interest rate implicit in the lease. Subsequently, the recognition of finance income is based on a pattern reflecting a constant periodic rate of return on the Group's net investment in the finance lease.

Lease income from operating leases are recognised in income on a straight-line basis over the lease term. Costs, including depreciation, incurred in earning the lease income are recognised as an expense.

##### *(ii) Leases where the Group is the lessee*

For any new contracts entered, the Group considers whether the contract is, or contains a lease. A lease is defined as 'a contract or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time on exchange for consideration'. To apply this definition the Group assesses whether the contract meets three key evaluations which are whether:

- (a) The contract contains an identified asset, which is either explicitly identified in the contract or implicitly specified by being identified at the time the asset is made available to the Group.
- (b) The Group has the right to obtain substantially all of the economic benefits from use of the identified asset throughout the period of use, considering its rights within the defined scope of the contract.
- (c) The Group has the right to direct the use of the identified asset throughout the period of use. The Group assess whether it has the right to direct "how and for what purpose" the asset is used throughout the period of use.

At the commencement of the lease term, the Group recognises finance leases as assets and liabilities in its statement of financial position at amounts equal to the fair value of the leased property or, if lower, the present value of the minimum lease payments, each determined at the inception of the lease. Subsequently, lease payments are apportioned between the finance charge and the reduction of the outstanding liability.

The Group depreciates the right-of-use assets on a straight-line basis from the lease commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### i. Leases (Continued)

At commencement date, the Group measures the lease liability at the present value of the lease payments unpaid at that date, discounted using the interest rate implicit in the lease if that rate is readily available or the Group's incremental borrowing rate.

Lease payments included in the measurement of the lease liability are made of fixed payments (including in substance fixed), variable payments based on an index or rate, amounts expected to be payable under a residual value guarantee and payments arising from options reasonably certain to be exercised.

Subsequent to initial measurement, the liability will be reduced for payments made and increased for interest. It is remeasured to reflect any reassessment or modification, or if there are changes in fixed payments.

The Group has elected to account for short-term leases and leases of low-value assets using the practical expedients. Instead of recognising a right-of-use asset and lease liability, the payments in relation to these are recognised as an expense in profit or loss on a straight line basis over the lease term.

On the statement of financial position, right-of-use assets and lease liabilities are shown separately from other assets and liabilities.

#### m. Prepayments

Prepayments represent costs paid in advance of their intended use or coverage. Prepayments are expensed in the period the service is received.

#### n. Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is determined using the "first-in" (FIFO) method. Cost comprises of direct material costs (which includes all shipping, importation costs and delivery costs to the warehouse), direct labour and overheads that have been incurred in bring the inventories to their present location and condition. Costs are assigned to individual items of inventory on the basis of weighted average cost. Net realizable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale. At each reporting date, inventories are assessed for impairment. If inventories are impaired, the carrying amount is reduced to its selling price less cost to complete and sell and the impairment loss is recognized immediately in the statement of comprehensive income.

Goods held on consignment are excluded from inventories and are covered by the Group's all risk insurance, as declared in the listing, in the event of loss.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

o. Intangible assets

*(i) Licenses*

Separately acquired computer software licenses are capitalized on the basis of the costs incurred to acquire and bring to use the specific software. They have a finite useful life and are subsequently carried at cost less accumulated depreciation and impairment losses.

*(ii) Computer software*

Computer software comprises computer software purchased from third parties. Software integral to an item of hardware equipment is classified as property, plant, equipment.

Costs associated with maintaining computer software programs are recognized as an expense when they are incurred.

p. Property, plant and equipment

Property, plant and equipment are carried at historical cost less accumulated depreciation and any accumulated impairment. Historical cost includes expenditure that is directly attributable to the acquisition of the items and any cost incurred to bring the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

Subsequent costs are included in the carrying amount of the asset or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognized. All other repairs and maintenance are charged to comprehensive income during the financial period in which they are incurred.

Land and assets in the course of construction are not depreciated. Depreciation on other assets is calculated using the straight-line method to allocate their cost or revalued amount to their residual values over their estimated useful lives, as follows:

Types of assets:	Useful life
Buildings (wood, concrete)	25 or 40 years
Transmission equipment	7-10 years
Switching equipment	5-20 years
Tower equipment	10-20 years
Other plant and equipment	10-20 years
Motor vehicles	5 years
Computer equipment	4-5 years

The residual values of assets, useful lives and depreciation methods are reviewed annually, and adjusted prospectively if appropriate, if there is an indication of a significant change since the last reporting date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

p. Property, plant and equipment (Continued)

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognized within "Other Income" in the Statement of Comprehensive Income.

q. Non-current assets held for sale

Non-current assets are classified as held for sale if their carrying amount will be recovered principally through a sale transaction rather than through continuing use and a sale is considered highly probable. They are measured at the lower of their carrying amount and fair value less costs to sell.

An impairment loss is recognised for any initial or subsequent write-down of the asset to fair value less costs to sell. A gain is recognised for any subsequent increases in fair value less costs to sell of an asset (or disposal group), but not in excess of any cumulative impairment loss previously recognised. A gain or loss not previously recognised by the date of the sale of the non-current asset is recognised at the date of derecognition.

Non-current assets are not depreciated or amortised while they are classified as held for sale.

Non-current assets classified as held for sale are presented separately from the other assets in the statement of financial position.

r. Impairment of non-financial assets

Assets that have an indefinite useful life or assets not ready to use are not subject to amortisation and are tested annually for impairment. Assets that are subject to depreciation or amortisation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating unites). Prior impairments of non-financial assets (other than goodwill) are reviewed for possible reversal at each reporting date.

s. Deferred income

Deferred income represents funds received from customers for services that have not yet been delivered. Deferred income is recognized as revenue in the period in which the service is provided to the customer.

t. Trade and other payables

Trade and other payables principally comprise liabilities for goods and services provided to the Group prior to the end of the financial year which are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition. Trade payables are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest method.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### u. Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the period of the borrowings using the effective interest method.

Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalised as a prepayment for liquidity services and amortised over the period of the facility to which it relates.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled, or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any noncash assets transferred or liabilities assumed, is recognised in profit or loss as other income or finance costs.

Where the terms of a financial liability are renegotiated and the entity issues equity instruments to a creditor to extinguish all or part of the liability (debt for equity swap), a gain or loss is recognised in profit or loss, which is measured as the difference between the carrying amount of the financial liability and the fair value of the equity instruments issued.

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

#### v. Borrowing cost

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale. Investment income earned on the temporary investment of specific borrowings, pending their expenditure on qualifying assets, is deducted from the borrowing costs eligible for capitalization. Other borrowing costs are expensed in the period in which they are incurred.

#### w. Provisions

Provisions for legal claims, restructuring costs and environmental restoration are recognized when the Group has a present legal or constructive obligation as a result of past events; if it is probable that an outflow of resources will be required to settle the obligation; and the amount can be reliably measured. Provisions are not recognized for future operating losses.

Provisions are measured at the present value of management's best estimate of the expenditures required to settle the present obligation at the end of the reporting period. The discount rate used reflects current market assessments of the time value of money and the risks specific to the obligation.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

x. Dividend distribution

In accordance with Section 128 (B) of the Company's Articles of Association: "Unless otherwise agreed in writing by the holder of the Special Share, upon the 21st day after the publication of the audited balance sheet and accounts for each financial year (the Dividend Date), the Directors shall be deemed to have recommended and the Company in a general meeting be deemed to have declared a final dividend payable in cash such that the total dividends shall be equivalent to 45% of the Company's profits available for distribution divided by the total ordinary shares". (in addition) Section 128 (D), " The Company's profits available for distribution are its accumulated realized profits, so far as not previously utilized by distribution or capitalization, less any accumulated realized losses, so far as not previously written off in a reduction or reorganization of capital duly made".

y. Ordinary shares

Ordinary and Preference Shares are classified as Equity. Preference Shares are shares which entitles the holder to a fixed dividend, whose payment takes priority over that of common stock dividends.

Equity instruments are measured at the fair value of the cash or other resources received or receivable, net of the direct costs of issuing the equity instruments.

Where any company within the Group purchases the parent company's shares (treasury shares), the consideration paid is deducted from the equity attributable to the parent company's equity holders.

z. Revenue recognition

In accordance with IFRS 15, the Group recognizes revenue when a performance obligation specified in a contract with a customer is performed, the amount of the transaction price allocated to the performance of that obligation is identified, and the Group expects to be entitled to the said consideration in exchange for transferring the contracted goods and services to the customer. Revenue is measured based on the consideration receivable, excluding amounts collected on behalf of third parties and shown net of general sales tax, returns, rebates and discounts. Group revenue is reported after eliminating sales within the

*(a) Sales of services*

The Group earns revenue mainly from providing the following telecommunication services: access charges, airtime usage, fixed line usage, messaging, interconnection fees, data services and information provision, connection fees and equipment sales. Products and services may be sold separately or in bundled packages. Revenue for access charges, airtime usage and messaging by contract customers is recognized as revenue when the services are performed, with unbilled revenue resulting from services already provided, billed at the end of the billing cycle. Unearned revenue from services to be provided in future period is deferred. Revenue from the sale of prepaid credit is deferred until such time as the customer uses the credit or it expires.

Revenue from interconnection fees is recognized at the time the services are performed.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### z. Revenue recognition (Continued)

Revenue from data services is recognized when the Group has performed the related service and depending on the nature of the service, is recognized either the gross amount billed to the customer or the amount receivable by the Group as commission for facilitating the service.

Customer connection revenue is recognized together with the related equipment revenue to the extent that the aggregate equipment and connection revenue does not exceed the fair value of the equipment delivered to the customer. Any customer connection revenue not recognized together with related equipment revenue is deferred and recognized over the period in which services are expected to be provided to the customer.

Revenue from prepaid sales is recognized based on the extent of consumption by customer. Allocations are done to respective revenue streams based on the type of service usage.

#### *(b) Sale of goods*

Revenue for device sales is recognized when the device is delivered to the end customer and the sale is considered complete. For device sales made to intermediaries, revenue is recognized if the significant risks associated with the device are transferred to the intermediary and the intermediary has no general right of return. If the significant risks are not transferred, revenue recognition is deferred until sale of the device to an end customer by the intermediary or the expiry of the right of return.

#### *(c) Multiple element sales*

Bundled offers that combine different elements are assessed to determine whether it is necessary to separate the different identifiable components and apply the corresponding revenue recognition policy to each element. Under IFRS 15, bundled packages that combine voice, text and data services, the total revenue will be treated as one single performance obligation and will be recognised when (or as) the obligation is satisfied.

Sales of SIMs in bundled packages:

Under IFRS 15, the total consideration in the contract must be allocated to all the products and services provided, for example, SIMs and mobile telecommunication services, based on their stand-alone selling prices. The stand-alone selling prices are determined based on the list prices at which the Group sells the SIMs and telecommunication services.

Bundled packages:

When revenue arrangements include multiple deliverables, the revenue recognition criteria are applied separately to each transaction. In certain circumstances it is necessary to separate a transaction into identifiable components to reflect the separate obligations of the transaction. Deliverables are separated into individual transactions when the following two conditions are met:

- (i) the deliverable has value to the customer on a stand-alone basis and
- (ii) there is evidence of the fair value of the item. The arrangement consideration is then allocated to each separate unit of accounting based on its relative fair value.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### z. Revenue recognition (Continued)

The Group has adopted the practical expedients associated with the application of the new criteria that were adopted in the implementation of the standard with the objective of reducing the complexity in its application. The main practical expedients that the Group adopted are:

- (i) The financial component is not considered significant as the period between the moment when the promised good or service is transferred to a customer and the moment when the customer pays for that good or service is less than one year. The vast majority of contracts issued do not include a significant financing component.
- (ii) Costs to obtain a contract are recognised as expenses when incurred as the amortisation period of the asset that the Group would otherwise recognise is less than one year.

#### aa. Cost of sales and operating costs

Cost of sales and operating costs are recognized in the period incurred.

#### ab. Employee benefits

##### *(i) Pension obligations*

The Group has two defined pension contribution plans, one for management and one for non-management staff. The defined contribution plans are pension plans under which the Group pays fixed contributions into a separate entity and has no legal or constructive obligations to pay further contributions if the fund does not hold sufficient assets to pay employees the benefits relating to employee service in the current and prior periods. The plans are administered by separate Board of Trustees and the funds are held outside the Group.

The Group pays contributions to privately administered pension plans on a mandatory or contractual basis. The contributions are recognized as staff pension expense when they are due. If contribution payments exceed the contribution due for service, the excess is recognized as an asset.

##### *(ii) Termination benefits*

The Group recognizes termination benefits in accordance with the labour laws of Belize, union agreement and Group policy.

#### ac. Interest Income

Interest income is recognized using the effective interest method. When a loan and receivable is impaired, the Group reduces the carrying amount to its recoverable amount, being the estimated future cash flow discounted at the original effective interest rate of the instrument, and continues unwinding the discount as interest income. Interest income on impaired loans and receivables is recognized using the original effective interest rate.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ad. Business tax

The tax expense for the period comprises of current year tax. The tax charge is calculated on the basis of the tax laws enacted at the statement of financial position date. Management evaluates situations in which applicable tax regulation is subject to interpretation and establishes provisions where appropriate on the basis of the amounts expected to be paid to the tax authorities.

Taxes are based on monthly gross revenue receipts and are payable within the following month.

Deferred taxation accounting pursuant to International Accounting Standard (IAS) 12 is not applicable.

ae. Exceptional items

Exceptional items are disclosed separately in the financial statements, when it is necessary to do so to provide further understanding of the financial performance of the Group. They are material items of income or expense that are shown separately due to the significance of their nature or amount.

af. Segment reporting

The Group has one operating segment. This is based on the management and internal reporting structure which combines the Group's business units and is consistent with the manner in which internal reporting is provided to and reviewed by the Group's Chief Operating Decision-Maker. The Group has determined the Board of Directors as its Chief Operating Decision-Maker.

### 3. CASH AND CASH EQUIVALENTS

	<u>2022</u>	<u>2021</u>
Cash on hand	\$ 178	\$ 569
Bank balances	21,973	4,765
	<u>\$ 22,151</u>	<u>\$ 5,334</u>

### 4. TRADE RECEIVABLES

	<u>2022</u>	<u>2021</u>
Trade receivables	\$ 44,835	\$ 52,085
Less: expected credit loss (ECL)	(17,673)	(20,552)
	<u>\$ 27,162</u>	<u>\$ 31,533</u>

**Provision for credit losses as follows:**

Brought forward, beginning of year	\$ 20,552	\$ 16,191
Re-measurement of ECL	500	4,597
Receivables written off during the year	(3,379)	(236)
Carried forward, ending of year	<u>\$ 17,673</u>	<u>\$ 20,552</u>



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 5. OTHER RECEIVABLES

	<u>2022</u>		<u>2021</u>
Foreign telephone network administrations receivable	\$ 2,997	\$	1,371
Input tax receivable	1,129		888
Other receivables	3,074		1,680
	<u>\$ 7,200</u>	<u>\$</u>	<u>3,939</u>

### 6. FINANCE LEASE RECEIVABLE

	<u>2022</u>		<u>2021</u>
Amounts receivable under finance leases:			
No later than one year	\$ 1,036	\$	1,036
Later than one year and no later than five years	4,143		4,143
Later than five years	12,328		13,365
Undiscounted lease payments	<u>17,507</u>		<u>18,544</u>
Less: Unearned future finance income	(2,665)		(2,969)
Net investment in finance lease	<u>\$ 14,842</u>	<u>\$</u>	<u>15,575</u>
Current receivables:			
Finance lease - gross receivable	\$ 1,036	\$	1,036
Unearned finance income	(290)		(305)
	<u>\$ 746</u>	<u>\$</u>	<u>731</u>
Non-current receivables:			
Finance lease - gross receivable	\$ 16,471	\$	17,506
Unearned finance income	(2,375)		(2,665)
	<u>\$ 14,096</u>	<u>\$</u>	<u>14,841</u>
The net investment in finance lease may be analysed as follows:			
No later than one year	\$ 746	\$	731
Later than one year and no later than five years	3,136		3,075
Later than five years	10,960		11,769
	<u>\$ 14,842</u>	<u>\$</u>	<u>15,575</u>

The Group, as Lessor, has entered into a Finance Lease Agreement which gives the lessee the exclusive right to use specific strands of Dark Fiber within specified cable routes. The lease is for a period of 20 years with minimum lease payments of \$86 (Eighty Six thousand dollars per month).

### 7. PREPAYMENT

	<u>2022</u>		<u>2021</u>
Purchases	\$ 2,000	\$	659
Maintenance and support services	1,564		1,031
Insurance	392		393
Other	599		424
	<u>\$ 4,555</u>	<u>\$</u>	<u>2,507</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 8. INVENTORIES

	<u>2022</u>	<u>2021</u>
Spares, goods for resale and other consumable supplies	\$ 11,519	\$ 10,654
Less: provision for obsolete inventories	<u>(1,645)</u>	<u>(449)</u>
	<u>\$ 9,874</u>	<u>\$ 10,205</u>
<b>Provision for obsolete stock is comprised of:</b>		
Brought forward, beginning of year	\$ 449	\$ 699
Increase/ decrease in provision recognized	1,514	278
Stock written off	<u>(318)</u>	<u>(528)</u>
Carried forward, ending of year	<u>\$ 1,645</u>	<u>\$ 449</u>

### 9. RIGHT-OF-USE ASSETS

	Tower space	Office space	Motor vehicles	Total
<b>Right-of-use 2022</b>				
Brought forward, beginning of year	\$ 667	\$ 399	\$ 120	\$ 1,186
Addition	811	-	-	811
Derecognition*	-	-	(120)	(120)
Depreciation	(414)	(145)	-	(559)
Carried forward, ending of year	<u>\$ 1,064</u>	<u>\$ 254</u>	<u>\$ -</u>	<u>\$ 1,318</u>
	Tower space	Office space	Motor Vehicles	Total
<b>Right-of-use 2021</b>				
Brought forward, beginning of year	\$ 1,314	\$ 544	\$ 198	\$ 2,056
Addition	79	-	-	79
Derecognition*	(264)	-	-	(264)
Depreciation	(462)	(145)	(78)	(685)
Carried forward, ending of year	<u>\$ 667</u>	<u>\$ 399</u>	<u>\$ 120</u>	<u>\$ 1,186</u>

\*Derecognition of the right-of-use assets is as a result of BTL's cancellation of lease contracts.

Right-of-use assets relate to leased office space, tower space, and vehicles. With the exception of short-term leases and leases of low-value assets. Leases are recognized on the Statement of Financial Position as a right-of-use asset and a corresponding lease liability at the date on which the leased asset is available for use by the Group.

Leases of tower space, tower room and office space are generally limited to a lease term of between 3 to 5 years with the exception of three tower space leases with where terms extended between 15-20 years. Leases relating to motor vehicles are for 3 years.

Each lease generally imposes a restriction that, unless there is contractual right for the Group to sublet the asset to another party, the right-of-use asset can only be used by the Group. The Group is prohibited from selling or pledging the underlying leased assets as security. For leases related to tower and office spaces, the Group must keep these properties in a good state of repair and return the properties to their original state and condition at the end of the lease term.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 9. RIGHT-OF-USE ASSETS (CONTINUED)

	<u>2022</u>	<u>2021</u>
<b>Lease liabilities:</b>		
Current	\$ 517	\$ 429
Non-current	903	825
	<u>\$ 1,420</u>	<u>\$ 1,254</u>

The maturity analysis of undiscounted lease liabilities recognised on the Group balance sheet are as follows:

	<b>Lease payments</b>	<b>Finance charges</b>	<b>Net present value</b>
Within one year	\$ 495	\$ 82	\$ 413
Between one and two years	386	56	330
Between two and three years	255	34	221
Between three and four years	81	22	59
Between four and five years	50	18	32
Due after five years.	263	64	199
	<u>\$ 1,530</u>	<u>\$ 276</u>	<u>\$ 1,254</u>

Amounts recognized in the Statement of Comprehensive Income:

	<u>2022</u>	<u>2021</u>
Interest expense included in finance expense	\$ 120	\$ 130
Short-term and low value leases included in operating cost	\$ 80	\$ 799

The total cash outflow relating to leases in the financial year ended March 31, 2022 was \$686,228 (2021 - \$799,432).

### 10. INTANGIBLE ASSETS

	<u>2022</u>	<u>2021</u>
<b>Cost</b>		
Brought forward, beginning of year	\$ 53,197	\$ 51,074
Additions	4,506	1,886
Transfers	-	237
Carried forward, ending of year	<u>\$ 57,703</u>	<u>\$ 53,197</u>
<b>Accumulated amortization and impairment</b>		
Brought forward, beginning of year	\$ 34,868	\$ 30,663
Charge for the year	4,554	4,205
Carried forward, ending of year	<u>\$ 39,422</u>	<u>\$ 34,868</u>
Carrying amount		
As at March 31	<u>\$ 18,281</u>	<u>\$ 18,329</u>

Intangible assets consist of purchased software mainly for billing, value added services and licenses relating to Microsoft products and any additional software utilised by the Group.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 11. PROPERTY, PLANT AND EQUIPMENT

	Land and buildings	Network equipment	Other assets	Under construction	Total
<b>Cost</b>					
Brought forward, April 1, 2021	\$ 64,674	\$ 626,772	\$ 41,990	\$ 13,856	\$ 747,292
Additions		13,091	62	19	13,172
Transfers	95	1,922	1,080	(3,097)	-
Disposals	(60)	(4,961)	(120)		(5,141)
Carried forward, March 31, 2022	64,709	636,824	43,012	10,778	755,323
<b>Accumulated depreciation</b>					
Brought forward, April 1, 2021	17,063	427,082	35,713	-	479,858
Additions	1,627	32,705	2,872	-	37,204
Disposals	(60)	(4,907)	(114)	-	(5,081)
Carried forward, March 31, 2022	18,630	454,880	38,471	-	511,981
<b>Net book value</b>					
<b>March 31, 2022</b>	<b>\$ 46,079</b>	<b>\$ 181,944</b>	<b>\$ 4,541</b>	<b>\$ 10,778</b>	<b>\$ 243,342</b>
<b>Cost</b>					
Brought forward, April 1, 2020	\$ 64,693	\$ 625,056	\$ 43,672	\$ 11,619	\$ 745,040
Additions	9	16	5	4,269	4,299
Transfers to intangibles	(28)	1,700	123	(2,032)	(237)
Disposals	-	-	(1,810)	-	(1,810)
Carried forward, March 31, 2021	64,674	626,772	41,990	13,856	747,292
<b>Accumulated depreciation</b>					
Brought forward, April 1, 2020	15,474	391,058	34,721	-	441,253
Additions	1,589	36,024	2,673	-	40,286
Disposals	-	-	(1,681)	-	(1,681)
Carried forward, March 31, 2021	17,063	427,082	35,713	-	479,858
<b>Net book value</b>					
<b>March 31, 2021</b>	<b>\$ 47,611</b>	<b>\$ 199,690</b>	<b>\$ 6,277</b>	<b>\$ 13,856</b>	<b>\$ 267,434</b>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 11. PROPERTY, PLANT AND EQUIPMENT (CONTINUED)

Other assets comprises of vehicles, computers and other equipment.

Assets in course of construction (Special Project Assets) at March 31, 2022 consist mainly of material and cables for installation, additions for LTE network, FTTH network and other projects focused on network expansion.

Transfers for the fiscal year ended March 31, 2022 from assets in the course of construction to LTE sites were materials for a number of customer installations and long haul projects.

### 12. OTHER NON-CURRENT ASSET

(I) Americas Region Caribbean Ring System (ARCOS-1)

	<u>2022</u>	<u>2021</u>
<b>Cost</b>		
Brought forward, beginning of year	\$ 8,103	\$ 8,103
Additions	-	-
Carried forward, ending of year	<u>8,103</u>	<u>8,103</u>
<b>Accumulated amortization and impairment</b>		
Brought forward, beginning of year	6,070	5,726
Charge for the year	343	344
Carried forward, ending of year	<u>6,413</u>	<u>6,070</u>
<b>Carrying amount</b>		
As at March 31	<u>\$ 1,690</u>	<u>\$ 2,033</u>

BTL is a party to the Americas Region Caribbean Ring System (ARCOS-1), an optical fiber submarine cable system available to facilitate the provision of international telecommunication services in the region. The original project cost was approximately \$801.7 million of which BTL funded \$8.006 million.

The ARCOS-1 system became operational in March 2002. Its total cost is being amortized over its estimated service life of twenty-five years, commencing March 2002.

II. Intra-Group Shares

	<u>2022</u>	<u>2021</u>
A Group subsidiary, BTL (Overseas) Limited, holds 2,624 shares in Belize Telemedia Limited, at a cost of \$11 thousand dollars.	\$ 11	\$ 11
A Group subsidiary, BTL Telemedia Investments Limited, holds 500 shares in Belize Telemedia Limited, at a cost of \$3 thousand dollars.	3	3
	<u>\$ 14</u>	<u>\$ 14</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 13. TRADE AND OTHER PAYABLES

	<u>2022</u>	<u>2021</u>
Trade payables	\$ 4,790	\$ 6,149
Accruals	13,326	4,504
Foreign telephone network administrations payable	508	455
Interest payable	794	1,001
License fees	3,819	4,371
Other payable	4,564	4,983
	<u>27,801</u>	<u>21,463</u>
Less: non-current portion	<u>(163)</u>	<u>(2,023)</u>
	<u>\$ 27,638</u>	<u>\$ 19,440</u>

### 14. BORROWINGS

	<u>2022</u>	<u>2021</u>
Amount drawn down on BZ\$10 million Atlantic Bank overdraft facility, secured, with interest at 6.25% per annum, to assist with working capital requirements, the installation of the 4G LTE Advance network, fiber network and the MIND Convergent Billing system.	\$ -	\$ 3,472
Atlantic Bank loan for BZ\$30 million, secured, payable within seven years, with the payment of interest only during the first three years with the principal and interest during the remaining four years. BZ\$2 million is repayable with interest at 7% per annum. BZ\$4 million (US\$2 million) is repayable with interest at 6.25%. Repayment of principal will consist of eight semi-annual instalments of BZ\$3.75 million, exclusive of interest.	22,500	30,000
Amount drawn down on a 12-year loan of USD\$17.5 million (BZD\$35 million) from Taiwan International Cooperation and Development Fund (Taiwan ICDF), secured, with payment of interest only at 5.5% per annum for the first three years, and principal and interest during the remaining nine years. Repayment of principle will consist of 18 semi-annual instalments of US\$972 thousand, exclusive of interest.	31,111	35,000
Balance of BZ\$25.8 million payable to Government of Belize (GOB), at its fair value of BZ\$23 million, for full and final settlement of all claims and or obligations arising under the nationalized British Caribbean Bank Loan Agreement. The balance is to be settled over 44 months, commencing the fiscal year ended March 31, 2019.	437	6,238

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 14. BORROWINGS (CONTINUED)

	<u>2022</u>	<u>2021</u>
St. John's Credit Union Limited bank loan for BZ\$3.5 million, secured, with interest at 5.75% per annum, repayable in six years, with payment of interest only during the first year and principal and interest during the remaining five years. Repayment of principal will consist of sixty monthly instalments of BZ\$67.9 thousand, inclusive of interest.	2,444	3,090
	<u>56,492</u>	77,800
Less: current portion	<u>(12,511)</u>	<u>(21,437)</u>
	<u>\$ 43,981</u>	<u>\$ 56,363</u>

Loan amounts repayable are as follows:

2022-2023	\$ 12,511
2023-2024	12,114
2024-2025	12,157
2025-2026	4,155
2026 thereafter	<u>15,555</u>
	<u>\$ 56,492</u>

Borrowing costs capitalised during the year totaled to \$3 thousand (2021 - \$78 Thousand).

### 15. CUSTOMER DEPOSITS

Customer deposits comprise of upfront payments made by customers as security deposits. These security deposits are refundable at the end of the service contract, less any damage incurred on the property.

### 16. ORDINARY SHARES

	<u>2022</u>	<u>2021</u>
Authorized:		
100,000,000 ordinary shares of \$1 par value	<u>\$ 100,000</u>	<u>\$ 100,000</u>
Issued and fully paid:		
49,551,652 ordinary shares of \$1 par value and 1 Special Share of \$1 par value	<u>\$ 49,552</u>	<u>\$ 49,552</u>

### 17. PREFERENCE SHARES

	<u>2022</u>	<u>2021</u>
Issued and fully paid:		
48,500,000 4% non-redeemable, cumulative preference shares of \$1 par value	<u>\$ 48,500</u>	<u>\$ 48,500</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 18. SHARE PREMIUM

In July 2007, a rights issue was offered to shareholders at \$3 per share. As a result of this offer an additional 8,216,725 Ordinary Shares were issued. After the transaction was completed, the average share price was \$2.859 due to the discount offered when payments were made in US dollars.

### 19. CAPITAL RESERVE - NON DISTRIBUTABLE

At the close of business, on May 29, 2007, the assets and liabilities of Belize Telecommunications Limited were vested in Belize Telemedia Limited. Within the Belize Telemedia financial statements, at that date, the non-distributable portion of the excess of total assets less total liabilities, less equity shares issued and fully paid, was placed in a Non-Distributable Capital Reserve.

### 20. REVENUE AND OTHER OPERATING INCOME

Revenue from contracts with customers is disaggregated by major products and services.

	<u>2022</u>	<u>2021</u>
Fixed internet and voice services	\$ 71,827	\$ 72,551
Mobile services	58,585	60,105
Roaming and international settlements	6,228	1,803
	<u>136,640</u>	<u>134,459</u>
ICT services	4,418	6,658
<b>Revenues from contracts with customers</b>	<b>141,058</b>	<b>141,117</b>
Other	273	168
	<u>\$ 141,331</u>	<u>\$ 141,285</u>

### 21. OPERATING COST

	<u>2022</u>	<u>2021</u>
Facilities and infrastructure	\$ 59,685	\$ 60,600
General and administrative expenses	32,054	36,620
Network and other fees	22,096	25,942
	<u>\$ 113,835</u>	<u>\$ 123,162</u>

### 22. TAXATION

In accordance with the Ninth Schedule of the Income and Business Tax Act, as revised, the Group is subject to business tax at a rate of 1.75% on gross revenue receipts from Internet and Data Services and Non-Telecommunication Services, 19% on gross revenue receipts from telecommunication services, and 3% on gross revenue receipts relating to rent.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 22. TAXATION (CONTINUED)

Government amended the Income and Business Tax Act (amendment No. 25 of 2019 effective January 1, 2020) that no Income Tax shall be payable upon the chargeable income of a company, other than a company engaged in petroleum operations. The Government of Belize is in the process of updating the Income and Business Tax Act, Chapter 55 of the Laws of Belize, Revised Edition 2020, to provide for further clarity regarding tax status with respect to DPA's.

International Communication Services Limited, International Communication Services (Belize District) Limited and Telemedia Free Zone are operating under an approved Designated Processing Area (DPA) status. Benefits include exemptions from customs and excise duties, consumption tax, trade turnover tax and property and land tax.

A general sales tax of 12.5% is levied on goods and services. The General Sales Tax (GST) is a tax on consumer spending that is collected in stages, at the point of importation of the business purchases and on the sales of the business' good and services when the goods are sold or service is provided. The payment of tax on purchases and collection of tax on sales are netted monthly and the net tax paid to the Government of Belize. The tax is consistently excluded from the cost of goods sold of the Group.

### 23. EARNINGS PER SHARE

Basic Earnings per Share is calculated by dividing the net profit for the year attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding.

Diluted Earnings per Share is calculated by dividing the net profit for the year attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding adjusted for its dilutive potential.

	<u>2022</u>	<u>2021</u>
<b>Profit attributable to ordinary shareholders (basic and diluted)</b>		
Profit for the year attributable to Ordinary Shareholders	\$ 16,086	\$ 5,412
Effect of dividends paid on cumulative Preference Shares	<u>(1,940)</u>	<u>(1,940)</u>
<b>Profit for the year attributable to Ordinary Shareholders (basic)</b>	<b>14,146</b>	<b>3,472</b>
Dilutive effects	-	-
<b>Profit for the year attributable to Ordinary Shareholders (diluted)</b>	<u><b>\$ 14,146</b></u>	<u><b>\$ 3,472</b></u>
<b>Weighted-average number of Ordinary Shares (basic and diluted)</b>		
Outstanding Ordinary Shares	49,552	49,552
Effect of Intra-group shares (held by subsidiary companies)	<u>(3)</u>	<u>(3)</u>
<b>Weighted average number of Ordinary Shares (basic)</b>	<b>49,549</b>	<b>49,549</b>
Dilutive effects	-	-
<b>Weighted average number of Ordinary Shares (diluted)</b>	<u><b>49,549</b></u>	<u><b>49,549</b></u>
<b>Earnings per Share (basic)</b>	<u><b>\$ 0.29</b></u>	<u><b>\$ 0.07</b></u>
<b>Earnings per Share (diluted)</b>	<u><b>\$ 0.29</b></u>	<u><b>\$ 0.07</b></u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 24. DIVIDENDS

The following dividends were declared and paid by the Company:

	<u>2022</u>	<u>2021</u>
Final dividend for the year ended March 31, 2021 at 0.062 cents per Ordinary Share (March 31, 2020 - 0.0054 cents per share)	\$ 3,072	\$ 268
Final dividend for the year ended March 31, 2021 at 4 cents per Non-Redeemable Preference Share (March 31, 2020 - 4 cents per share)	1,940	1,940
	<u>\$ 5,012</u>	<u>\$ 2,208</u>

### 25. COMMITMENTS AND CONTINGENCIES

#### Capital commitments

	<u>2022</u>	<u>2021</u>
Capital expenditure authorized and contracted:		
MIND billing system	\$ 473	\$ 728
FTTH/ NBP	14	5,168
MS E365	1,091	3,085
Huawei software upgrade	7,953	-
other projects	1,638	652
	<u>\$ 11,169</u>	<u>\$ 9,633</u>
<b>Capital expenditure planned but not contracted</b>	<u>\$ 4,945</u>	<u>\$ 2,067</u>

### 26. RELATED PARTY TRANSACTIONS

The Government of Belize (GOB) owns 49.3% of the Ordinary Shares and 100% of the Preference Shares of the Company (Parent). The Belize Social Security Board owns 34.3% of the Ordinary Shares of the parent company. GOB is also the majority shareholder of Belize Electricity Limited.

The following transactions were carried out with related parties:

#### (a) Sales of goods and services

	<u>2022</u>	<u>2021</u>
Sales of services:		
- Belize Social Security Board	\$ 1,288	\$ 1,040
- Government of Belize	18,528	17,475
- Belize Electricity Limited	2,668	1,574
- Belize Water Services Limited	465	479
	<u>\$ 22,949</u>	<u>\$ 20,568</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 26. RELATED PARTY TRANSACTIONS (CONTINUED)

Goods and services are sold to related parties on the same terms and conditions that would be available to third parties.

#### (b) Purchases of goods and services

	<u>2022</u>	<u>2021</u>
Purchase of services:		
- Entities controlled by key management	\$ -	\$ 15
- Belize Electricity Limited	1,470	1,353
- Belize Water Services Limited	94	18
	<u>\$ 1,564</u>	<u>\$ 1,386</u>

Goods and services are bought from related parties on normal commercial terms and conditions.

#### (c) Key management compensation

The total remuneration paid to key management which includes executive and non-executive directors was:

	<u>2022</u>	<u>2021</u>
Salaries and other short-term benefits	\$ 5,150	\$ 5,086
Termination benefits/ post-employment benefits	174	182
	<u>\$ 5,324</u>	<u>\$ 5,268</u>

#### (d) Year-end balances arising from sales and purchases of goods and services:

	<u>2022</u>	<u>2021</u>
Receivable from related parties:		
- Government of Belize	\$ 2,825	\$ 2,862
- Belize Social Security Board	66	103
- Belize Electricity Limited	17,521	18,998
- Belize Water Services Limited	57	181
	<u>\$ 20,469</u>	<u>\$ 22,144</u>

Receivables from related parties arise mainly from the sale of telecommunication, data and related services and are due in the month following the date of sale, except for the sale of dark fiber to BEL under a finance lease agreement. Receivables are unsecured and bear no interest, except for the sale of dark fiber.

	<u>2022</u>	<u>2021</u>
Payable to related parties:		
- Government of Belize	\$ 437	\$ 6,238
- Belize Electricity Limited	365	420
- Belize Water Services Limited	10	6
	<u>\$ 812</u>	<u>\$ 6,664</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 26. RELATED PARTY TRANSACTIONS (CONTINUED)

#### (e) Year-end balances receivable from key management

	<u>2022</u>	<u>2021</u>
Advances and loans to key management, interest free with no fixed maturity date	<u>\$ 234</u>	<u>\$ 246</u>

### 27. RESTATEMENT

Opening balances of the Statement of Financial Position as at April 1, 2020 and March 31, 2021 were restated as follows:

- (a) The group identified close projects whose capital expenditure had not been transferred from Work in Progress to Network Equipment. The related assets had been placed in service in prior reporting periods which resulted in additional depreciation.
- (b) The Group also identified operating expenses and capital charges which were not properly recorded in prior reporting periods. The errors have been corrected which resulted additional capital expenditure and operating expenses.

The following tables summarise the impact on the Group's consolidated financial statements:

Consolidated Statements of Financial Position

April 1, 2020	<u>Impact of correction of errors</u>		
	As previously reported	Adjustments	As restated
Property, plant and equipment	\$ 304,649	\$ (3,118)	\$ 301,531
Others	99,499		99,499
<b>Total Assets</b>	<u>404,148</u>	<u>(3,118)</u>	<u>401,030</u>
Trade and other payables	28,764	(1,418)	27,346
Others	147,198	(370)	146,828
<b>Total Liabilities</b>	<u>175,962</u>	<u>(1,788)</u>	<u>174,174</u>
Retained earnings	78,223	(1,330)	76,893
Others	149,963	-	149,963
<b>Total Equity</b>	<u>\$ 228,186</u>	<u>\$ (1,330)</u>	<u>\$ 226,856</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 27. RESTATEMENT (CONTINUED)

March 31, 2021	As		As restated
	previously reported	Adjustments	
Property, plant and equipment	\$ 271,178	\$ (3,744)	\$ 267,434
Others	91,038	\$ (386)	90,652
<b>Total Assets</b>	<b>362,216</b>	<b>(4,130)</b>	<b>358,086</b>
Trade and other payables	18,991	2,472	21,463
Others	108,586	(2,023)	106,563
<b>Total Liabilities</b>	<b>127,577</b>	<b>449</b>	<b>128,026</b>
Retained earnings	84,677	(4,580)	80,097
Others	149,963	-	149,963
<b>Total Equity</b>	<b>\$ 234,640</b>	<b>\$ (4,580)</b>	<b>\$ 230,060</b>

Consolidated Statements of Comprehensive Income

For the year ended March 31, 2021	Impact of correction of errors		As restated
	As previously reported	Adjustments	
Revenue	\$ 141,285	\$ -	\$ 141,285
Operating cost	(119,912)	(3,250)	(123,162)
Others	(12,711)	-	(12,711)
<b>Profit</b>	<b>\$ 8,662</b>	<b>\$ (3,250)</b>	<b>\$ 5,412</b>
<b>Total Comprehensive Income</b>	<b>\$ 8,662</b>	<b>\$ (3,250)</b>	<b>\$ 5,412</b>

### 28. CATEGORIES OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES

The following table shows the carrying amounts of financial assets and financial liabilities of each category of financial instruments held by the Group:

	<u>2022</u>	<u>2021</u>
<b>Financial assets at amortized cost</b>		
Cash and cash equivalents	\$ 22,151	\$ 5,334
Trade receivables	27,162	31,533
Other receivables	7,200	3,939
Financial lease receivable - net	14,842	15,572
<b>Total financial assets</b>	<b>\$ 71,355</b>	<b>\$ 56,378</b>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 28. CATEGORIES OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES (CONTINUED)

#### Financial liabilities at amortized cost

Trade and other payables	\$ 27,801	\$ 21,463
Lease liabilities	1,420	1,254
Borrowings	56,492	77,800
Dividends payable	13,754	18,867
<b>Total financial liabilities</b>	<b>\$ 99,467</b>	<b>\$ 119,384</b>

### 29. FINANCIAL RISK MANAGEMENT

The Group's activities expose it to a variety of financial risks, mainly, credit risk, foreign currency risk, interest rate risk and liquidity risk.

#### (a) Credit Risk

Credit risk arises from cash and cash equivalents, deposits with banks and financial institutions, and credit exposures to customers.

##### *(i) Risk Management*

Credit risk is managed on a Group basis. For cash and cash equivalents and deposits with banks and financial institutions, the Group does business with only reputable entities.

For customers, the Group has adopted credit policies which include assessing the customer's credit worthiness, requesting a deposit before credit is granted, regular review of credit limits and pursuing legal recourse to collect overdue balances.

##### *(ii) Impairment of Financial Assets*

The Group's only type of financial asset that would be subjected to the expected credit loss model is trade receivables.

Whilst cash and cash equivalents are also subject to the impairment requirements of IFRS 9, the impairment loss identified was considered immaterial.

The Group applies the IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all trade receivables.

To measure the expected credit losses, trade receivables have been grouped based on shared credit risk characteristics and the days past due.

The expected loss rates are based on the payment profiles of sales over a period of 24 months before March 31, 2020 and the corresponding historical credit losses experienced within this period. The historical loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors affecting the ability of customers to settle the receivables. The Group has identified the COVID-19 pandemic and its significant negative impact on employment and the economy of Belize to be the most relevant factors.

On that basis, the loss allowance as at March 31, 2022 and March 31, 2021 was determined as follows:

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 29. FINANCIAL RISK MANAGEMENT (CONTINUED)

	Current	More than 30 days past due	More than 60 days past due	More than 120 days past due	Total
March 31, 2022					
Expected loss rate	9.32%	15.85%	27.96%	32.75%	
Gross carrying amount	\$ 9,391	\$ 3,489	\$ 3,842	\$ 28,113	\$ 44,835
Loss allowance	<u>\$ 875</u>	<u>\$ 553</u>	<u>\$ 1,074</u>	<u>\$ 9,206</u>	<u>\$ 11,708</u>
	Current	More than 30 days past due	More than 60 days past due	More than 120 days past due	Total
March 31, 2021					
Expected loss rate	11.20%	16.20%	17.10%	48.40%	
Gross carrying amount	\$ 7,759	\$ 4,281	\$ 1,408	\$ 38,704	\$ 52,152
Loss allowance	<u>\$ 867</u>	<u>\$ 694</u>	<u>\$ 241</u>	<u>\$ 18,750</u>	<u>\$ 20,552</u>

The loss allowance for Trade Receivables as at March 31 reconciled to the opening loss allowance as follows:

	<u>2022</u>	<u>2021</u>
Opening loss allowance at beginning of year	\$ 20,552	\$ 16,191
Increase in loan loss allowance recognized during the year	500	4,597
Receivables written off during the year as uncollectible	<u>(3,379)</u>	<u>(236)</u>
<b>Carried forward, end of year</b>	<u>\$ 17,673</u>	<u>\$ 20,552</u>

Trade Receivables are written off where there is no reasonable expectation of recovery which include failure of customer to engage in a repayment plan, and a failure to make contractual payments for a period greater than 120 days past due.

Impairment Losses on Trade Receivables are presented as Net Impairment Losses within Operating Profit and a subsequent recoveries of amounts previously written off are credited against the same line item.

#### (b) Foreign Currency Risk

Foreign currency risk - is the risk that the value of a financial transaction will fluctuate because of the changes in foreign exchange rate. The Group incurs currency risk exposure in respect of overseas trade purchases and commitments made in currencies other than Belize dollars and repayable in foreign currencies, mainly in US dollars. Its exposure to losses from currency risk is mitigated by the fact that the official exchange rate for the Belize dollar is tied to the US dollar at BZ\$2 to US\$1.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 29. FINANCIAL RISK MANAGEMENT (CONTINUED)

#### (c) Interest Rate Risk

Interest rate risk - is the risk that the value of a financial instrument will fluctuate due to changes in market interest rates. The Group has no significant exposure to interest-rate risk on its assets held in the form of bank deposits since these assets earn fixed interest rates. The Group has managed to mitigate changes in interest and interest rate risk on borrowings by negotiating fixed interest rates and terms with the local and foreign financial institutions that provide funding to the Group.

#### (d) Liquidity Risk

Liquidity risk - is the risk that an entity's available cash may not be sufficient to meet its ongoing working capital obligations. The Group performs cash flow forecasting to ensure that it has sufficient cash to meet operational needs whilst maintaining sufficient buffer in its undrawn committed borrowing facilities so that the Group does not breach borrowing limits or covenants on any of its borrowing facilities.

In addition, the Group maintains the following lines of credit:

- Secured \$10 million overdraft facility. Interest is paid at 6.25%. The facility has a 365 days maturity that renews automatically at the option of the Group.
- Secured \$15 million overdraft facility. Interest is paid at 6.25%. The facility has a 365 days maturity that renews automatically at the option of the Group.

The following are the remaining contractual maturities of financial liabilities at the reporting date.

	Within 3 months	3 months to 1 year	Between 1 and 5 years	Over 5 years	Total
<b>March 31, 2022</b>					
Trade and other payables	\$ 8,925	\$ 18,713	\$ 163	\$ -	\$ 27,801
Lease liabilities	-	517	903	-	1,420
Borrowings	1,924	10,587	28,426	15,555	56,492
	<b>\$ 10,849</b>	<b>\$ 29,817</b>	<b>\$ 29,492</b>	<b>\$ 15,555</b>	<b>\$ 85,713</b>
<b>March 31, 2021</b>					
Trade and other payables	\$ 8,149	\$ 8,819	\$ 2,023	\$ -	\$ 18,991
Lease liabilities	-	429	825	-	1,254
Borrowings	9,121	12,170	36,799	19,710	77,800
	<b>\$ 17,270</b>	<b>\$ 21,418</b>	<b>\$ 39,647</b>	<b>\$ 19,710</b>	<b>\$ 98,045</b>



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

### 29. FINANCIAL RISK MANAGEMENT (CONTINUED)

#### (e) Market Risk

Market risk- relates to unforeseeable factors that could occur both within the local market and also within the international telecommunication market. Local market risk examples include the impact to the Group's business arising from activities of new or existing competitors; local socio-economic factors which affect the public and changes to the regulatory environment. International market risk examples include availability of capacity from the international telecommunications market and pricing of such capacity and global socio-economic factors which impact the local market.

The Group minimizes its exposures to market risks by maintaining informational networks that allow early recognition of and response to changing market conditions and also through maintaining close contacts with its customer base, local regulatory and other governing authorities and international parties.

### 30. CAPITAL MANAGEMENT POLICIES AND PROCEDURES

The Group's objectives when managing capital are to maintain a strong capital base so as to maintain investor, creditor and market confidence, to sustain future development of the business, to maintain an optimal capital structure and to reduce the cost of capital.

In order to maintain or adjust the capital structure, the Group may adjust the amounts of dividends paid to shareholders, issue new shares or sell assets to reduce debt.

The Group monitors capital using a ratio of 'debt to equity'. Debt is calculated as total liabilities as shown in the statements of financial position. Total capital is calculated as total equity as shown in the statements of financial position.

The Group's policy is to keep the ratio below 2.00. The Group's 'debt to equity' ratio at March 31 was as follows:

	<u>2022</u>	<u>2021</u>
Total liabilities	\$ 109,295	\$ 128,026
Total equity	<u>\$ 241,134</u>	<u>\$ 230,060</u>
<b>Debt to equity ratio</b>	<u><b>0.45</b></u>	<u><b>0.56</b></u>

### 31. LITIGATION

(a) Claim No. 362 of 2019, Gustavo Mendez v Belize Telemedia Limited was filed by a former employee Gustavo Mendez against BTL seeking severance payments of \$30,151. The claim is before newly assigned Justice of the Supreme Court and parties now await a decision.

(b) Claim No. 751 of 2019, Oscar Gongora v Belize Telemedia Limited was filed by a former employee Oscar Gongora against BTL seeking severance payments of \$34,344. The claim was dismissed by the Supreme Court. Mr. Gongora has filed an appeal in respect of the Supreme Court's decision. The appeal is scheduled to be heard during the October 2022 Court of Appeal session.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2022 AND 2021 (IN THOUSANDS OF BELIZE DOLLARS)

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### 31. LITIGATION (CONTINUED)

- (c) Claim No. 514 of 2011 International Telecommunications Company Limited ("INTELCO") v Belize Telemedia Limited was filed against the Company for \$49.1 million purportedly as a remainder of the purchase price for assets allegedly purchased by BTL INTELCO also seeks damages in the alternative for alleged breach of contract. A Case Management Conference (CMC) scheduled for June 12, 2012 was later adjourned. The Company has applied for a new CMC, no date has been set. At March 31, 2019, this matter is still outstanding and an invite has been sent to the Registrar of the Supreme Court to bring the matter to the attention of the Chief Justice with no response to date. The Claimant has taken no further steps in the claim. As at March 31, 2022 the Company is contemplating an application to the Court to strike out the matter for want of prosecution.
- (d) Claim No. 690 of 2014, Curtis Dale Swasey v Belize Telemedia limited et al, was filed by Mr. Curtis Dale Swasey against Belize Telemedia Limited for breach of an information Exchange Agreement. BTL continues to defend the claim. On February 23, 2016 the Court awarded \$25,000 in damages and assessed costs to the Claimant. Both the Claimant and Belize Telemedia Limited appealed to the Court of Appeal. As at March 31, 2018, the Court of Appeal listed the matter for hearing in the June 2018 sitting of the Court. As at March 31, 2019, the Court of Appeal has heard the matter and ruled in favor of BTL in October 2020. Mr. Swasey filed an application for leave to appeal to the Caribbean Court of Justice (CCJ). Mr. Swasey did not comply with the conditions of the Court therefore the appeal to the CCJ is deemed abandoned.

### 32. POST-REPORTING DATE EVENTS

No adjusting or significant non-adjusting events have occurred between the March 31, 2022 reporting date and date of authorization.

\* \* \* \* \*

# ***BELIZE TELEMEDIA LIMITED***

*Consolidated Financial Statements for the  
Years Ended March 31, 2023 and 2022 and  
Independent Auditors' Report*

# **BELIZE TELEMEDIA LIMITED**

## **TABLE OF CONTENTS**

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	<b><u>Page</u></b>
INDEPENDENT AUDITORS' REPORT	1 - 3
CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MARCH 31, 2023 AND 2022:	
Consolidated statements of financial position	4 - 5
Consolidated statements of comprehensive income	6
Consolidated statements of changes in equity	7
Consolidated statements of cash flows	8
Notes to consolidated financial statements	9 - 48



## **INDEPENDENT AUDITOR'S REPORT**

**To the Board of Directors and  
Shareholders of: Belize Telemedia**

### **Opinion**

We have audited the consolidated financial statements of Belize Telemedia Limited, which comprise the consolidated statements of financial position as at March 31, 2023 and 2022 and the consolidated statements of comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows for the years then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of Belize Telemedia Limited as at March 31, 2023 and 2022, and of its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRSs).

### **Basis for Opinion**

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of Belize Telemedia Limited in accordance with the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants* (IESBA Code), and we have fulfilled our other ethical responsibilities in accordance with the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRS, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing Belize Telemedia Limited's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Belize Telemedia Limited or to cease operations, or has no realistic alternative but to do so.

**hlb.bz**

**Partners:** Claude Burrell, CA, CISA, CDPSE | Giacomo Sanchez, CA

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**HLB Belize, LLP is an independent member of HLB, the global advisory and accounting network**

Those charged with governance are responsible for overseeing Belize Telemedia Limited's financial reporting process.

### **Auditors' Responsibilities for the Audit of the Consolidated Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error; to design and perform audit procedures responsive to those risks; and to obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our Auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our Auditors' report. However, future events or conditions may cause the Belize Telemedia Limited to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.



We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during the audit.

The engagement partner on the audit resulting in this independent auditors' report is Giacomo Sanchez.

A handwritten signature in blue ink that reads 'HLB Belize LLP'.

**Chartered Accountants**  
**Belize City, Belize**  
**August 22, 2023**

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION AS AT MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2023</u>	<u>2022</u>
<b><u>ASSETS</u></b>			
CURRENT ASSETS:			
Cash and cash equivalents	2h. 2i. 3.	\$ 22,527	\$ 22,151
Trade receivables	2h. 2j. 4.	23,399	27,162
Other receivables	2h. 2k. 5.	13,844	7,200
Financial lease receivable - net	2h. 2l. 6.	788	746
Prepayments	2m. 7.	5,299	4,555
Inventories	2n. 2s. 8.	8,384	9,874
Total current assets		<u>74,241</u>	<u>71,688</u>
NON-CURRENT ASSETS:			
Finance lease receivable - net	2h. 2l. 6.	14,371	14,096
Right-of-use assets - net	2l. 2s. 9.	800	1,318
Property, plant and equipment - net	2o. 2s. 10.	235,627	243,342
Intangible assets - net	2p. 2s. 11.	15,602	18,281
Goodwill	2q. 12.	1,580	-
Other non-current assets	2s. 13.	1,349	1,704
Total non-current assets		<u>269,329</u>	<u>278,741</u>
<b>TOTAL ASSETS</b>		<b><u>\$ 343,570</u></b>	<b><u>\$ 350,429</u></b>
<b><u>LIABILITIES AND EQUITY</u></b>			
CURRENT LIABILITIES:			
Deferred income	2t.	\$ 2,648	\$ 3,229
Trade and other payables	2h. 2u. 14.	35,160	27,638
Lease liabilities	2h. 2l. 9.	424	517
Borrowings	2h. 2v. 15.	12,115	12,511
Dividends payable	2h. 2y. 25	5	13,754
Customer deposits	16.	6,029	6,599
Total current liabilities		<u>56,381</u>	<u>64,248</u>
NON-CURRENT LIABILITIES:			
Trade and other payables	2h. 2u. 14.	404	163
Lease liabilities	2h. 2l. 9.	494	903
Borrowings	2h. 2v. 15.	31,867	43,981
Total non-current liabilities		<u>32,765</u>	<u>45,047</u>
Total liabilities		<u>89,146</u>	<u>109,295</u>

Continued on page 5.

The notes on pages 9 to 48 are an integral part of these financial statements.



# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED) AS AT MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2023</u>	<u>2022</u>
EQUITY:			
Ordinary shares	2z. 17.	49,552	49,552
Preference shares	2z. 18.	48,500	48,500
Share premium	19.	15,274	15,274
Capital reserve - non distributable	20.	36,637	36,637
Retained earnings		<u>104,461</u>	<u>91,171</u>
Total equity		<u>254,424</u>	<u>241,134</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<u><b>\$ 343,570</b></u>	<u><b>\$ 350,429</b></u>

The financial statements on page 3 to 7 were approved and authorized for issue by the Board of Directors on August 22, 2023 and are signed on its behalf by:

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Director

The notes on pages 9 to 48 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2023</u>	<u>2022</u>
<b>CONTINUING OPERATIONS</b>			
Revenue	2aa. 21.	\$ 143,455	\$ 136,640
Other operating income	2aa. 21.	8,569	4,691
<b>Total revenue</b>		<u>152,024</u>	<u>141,331</u>
Operating cost	2ab. 2ac. 22.	(120,724)	(113,835)
<b>Gross profit</b>		<u>31,300</u>	<u>27,496</u>
Interest income	2ad.	1,052	987
Dividend income		3	2
Interest expense	2w.	(3,430)	(5,253)
<b>Profit before tax</b>		<u>28,925</u>	<u>23,232</u>
Business tax	2ae. 23.	(7,297)	(7,146)
<b>PROFIT FROM CONTINUING OPERATIONS</b>		<u>21,628</u>	<u>16,086</u>
<b>OTHER COMPREHENSIVE INCOME</b>		<u>-</u>	<u>-</u>
<b>TOTAL COMPREHENSIVE INCOME</b>		<u>\$ 21,628</u>	<u>\$ 16,086</u>
<b>Profit attributable to:</b>			
Owners of the Company		<u>\$ 21,628</u>	<u>\$ 16,086</u>
<b>Earnings per share attributable to the owners of the company:</b>			
Basic and diluted earnings per share	24.	<u>\$ 0.40</u>	<u>\$ 0.29</u>

The notes on pages 9 to 48 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

	Ordinary shares	Preference shares	Share premium	Capital reserve - non distributable	Retained earnings	Total
<b>April 1, 2022</b>	\$ 49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$ 91,171	\$241,134
<b><i>Comprehensive income</i></b>						
Profit for the year	-	-	-	-	21,628	21,628
Other comprehensive income	-	-	-	-	-	-
<b><i>Total comprehensive income</i></b>	-	-	-	-	21,628	21,628
<b><i>Transactions with owners of the Company</i></b>						
Dividends declared to ordinary shareholders (Note 2y, 24)	-	-	-	-	(6,441)	(6,441)
Dividends declared to preferred shareholders (Note 2y, 24)	-	-	-	-	(1,940)	(1,940)
Dividends unclaimed beyond twelve years (Note 2y)	-	-	-	-	43	43
<b><i>Total transactions with owners of the Company</i></b>	-	-	-	-	(8,338)	(8,338)
<b>March 31, 2023</b>	<b>\$ 49,552</b>	<b>\$ 48,500</b>	<b>\$ 15,274</b>	<b>\$ 36,637</b>	<b>\$104,461</b>	<b>\$254,424</b>
	<b>Ordinary shares</b>	<b>Preference shares</b>	<b>Share premium</b>	<b>Capital reserve - non distributable</b>	<b>Retained earnings</b>	<b>Total</b>
<b>April 1, 2021</b>	\$ 49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$ 80,097	\$230,060
<b><i>Comprehensive income</i></b>						
Profit for the year	-	-	-	-	16,086	16,086
Other comprehensive income	-	-	-	-	-	-
<b><i>Total comprehensive income</i></b>	-	-	-	-	16,086	16,086
<b><i>Transactions with owners of the Company</i></b>						
Dividends declared to ordinary shareholders (Note 2y, 24)	-	-	-	-	(3,072)	(3,072)
Dividends declared to preferred shareholders (Note 2y, 24)	-	-	-	-	(1,940)	(1,940)
<b><i>Total transactions with owners of the Company</i></b>	-	-	-	-	(5,012)	(5,012)
<b>March 31, 2022</b>	<b>\$ 49,552</b>	<b>\$ 48,500</b>	<b>\$ 15,274</b>	<b>\$ 36,637</b>	<b>\$ 91,171</b>	<b>\$241,134</b>

The notes on pages 9 to 48 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>2023</u>	<u>2022</u>
<b>OPERATING ACTIVITIES</b>		
Profit for the year	\$ 21,628	\$ 16,086
Adjustments for non-cash items:		
Depreciation and amortization	42,238	42,660
Gain on disposal of property, plant and equipment	(108)	(13)
Obsolescence expense	1,310	1,514
Re-measurement of expected credit loss	(1,395)	500
Business tax	7,297	7,146
Interest expense	3,430	5,253
Operating profit before working capital changes	<u>74,400</u>	<u>73,146</u>
Changes in working capital:		
Trade receivables	5,233	3,871
Other receivables	(6,644)	(3,261)
Prepayments	(744)	(2,048)
Other non-current assets	11	-
Inventories	300	(1,183)
Deferred income	(581)	339
Trade and other payables	7,676	6,085
Lease liabilities	(502)	-
Customer deposits	(685)	847
Cash provided by operating activities	<u>78,464</u>	<u>77,796</u>
Business tax paid	(7,328)	(7,100)
Interest paid	(3,312)	(5,046)
<b>Net cash provided by operating activities</b>	<u>67,824</u>	<u>65,650</u>
<b>INVESTING ACTIVITIES</b>		
Acquisition of property, plant and equipment	(24,687)	(13,172)
Proceeds from disposal of property, plant and equipment	1,909	73
Acquisition of intangible assets	(4,107)	(4,506)
Proceeds from finance lease	-	730
Acquisition of subsidiary	(5,649)	-
<b>Net cash used in investing activities</b>	<u>(32,534)</u>	<u>(16,875)</u>
<b>FINANCING ACTIVITIES</b>		
Dividends provided and paid to shareholders	(22,087)	(10,125)
Repayment of borrowings	(12,510)	(21,308)
Principal elements of lease payments	(317)	(525)
<b>Net cash used in financing activities</b>	<u>(34,914)</u>	<u>(31,958)</u>
<b>Net increase in cash and cash equivalents</b>	376	16,817
<b>Cash and cash equivalents, beginning of year</b>	<u>22,151</u>	<u>5,334</u>
<b>Cash and cash equivalents, end of year</b>	<u>\$ 22,527</u>	<u>\$ 22,151</u>

The notes on pages 9 to 48 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

#### 1. GENERAL INFORMATION

Belize Telemedia Limited (the Company) and its subsidiaries (together referred to as the 'Group') provide communication products, services and a broad range of voice, broadband and data communication services including fixed and mobile telephone services, internet services, internet protocol television, and cable television services within Belize.

Belize Telemedia Limited is a public limited liability company registered under the Belize Companies Act, 2022 and domiciled in Belize. The address of its registered office is #1 St. Thomas Street, Esquivel Telecom Centre, Belize City, Belize.

The Group includes Belize Telemedia Limited (the parent company) which provides telecommunication services and its wholly-owned subsidiaries:

- Alternative Networks Limited
- BTL Digicell Limited
- Business Enterprises Systems Limited
- DigiWallet Limited
- International Communication Services Limited
- Telemedia Free Zone Limited
- Telemedia Investments Limited

During the 2023 fiscal period, the following companies were dissolved (see also note 25):

- Belize Telecommunications Limited
- Belize Telecommunications (Overseas) Limited
- BTL International Inc.
- BTL Mobile Services Limited
- BTL Investments Limited

The Company operates under an Individual Telecommunications License, issued by the Public Utilities Commission ("PUC"). The License expired on December 28, 2022 and was renewed for 2 years by the PUC (see also note 32 (f)).

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements to the extent they have not already been disclosed in the other notes to the financial statements. These policies have been consistently applied to all the years presented, unless otherwise stated. The consolidated financial statements are for the Group consisting of Belize Telemedia Limited and its subsidiaries.

##### a. Statement of compliance

The consolidated financial statements of the Belize Telemedia Limited Group have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and the interpretations issued by the IFRS Interpretations Committee (IFRS IC) applicable to companies reporting under IFRS.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

---

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

b. Basis of preparation

The consolidated financial statements have been prepared on the historical cost basis except for certain financial assets and liabilities measured at fair value and assets held for sale measured at fair value less costs to sell.

c. Functional and presentation currency

The financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in 'Belize dollars' (BZ\$), which is the Group's functional and presentation currency. Except as indicated, the financial information presented in Belize dollars has been rounded to the nearest thousand.

d. Foreign currency translations

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions or valuation where items are remeasured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the statement of comprehensive income.

Foreign exchange gains and losses that relate to borrowings and cash and cash equivalents are presented in the statement of comprehensive income within 'finance income or expense'. All other foreign exchange gains and losses are presented in the statement of comprehensive income within 'sundry income/expense'.

e. Principles of consolidation

*(i) Subsidiaries*

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

The Group applies the acquisition method to account for business combinations. The consideration transferred for the acquisition of a subsidiary is the fair values of the assets transferred, the liabilities incurred to the former owners of the acquiree and the equity interests issued by the group. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Identifiable assets acquired, liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

---

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### e. Principles of consolidation (Continued)

Inter-company transactions, balances and unrealized gains on transactions between Group companies are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the transferred asset. The accounting policies of subsidiaries are changed if necessary to ensure consistency with Group policies.

The Group recognises any non-controlling interest in the acquiree on an acquisition-by-acquisition basis, either at fair value or at the non-controlling interest's proportionate share of the recognised amounts of acquiree's identifiable net assets.

Non-controlling interests in the results and equity of subsidiaries are shown separately in the consolidated statement of income, statement of comprehensive income, statement of changes in equity and statement of financial position respectively.

Acquisition-related costs are expensed as incurred.

If the business combination is achieved in stages, the acquisition date carrying value of the acquirer's previously held equity interest in the acquiree is re-measured to fair value at the acquisition date; any gains or losses arising from such re-measurement are recognized in comprehensive income.

Any contingent consideration to be transferred by the Group is recognized at fair value at the acquisition date. Subsequent changes to the fair value of the contingent consideration that is deemed to be an asset or liability is recognized in accordance with IFRS 9 either in comprehensive income or as a change to other comprehensive income. A contingent consideration that is classified as equity is not re-measured, and its subsequent settlement is accounted for within equity.

The excess of the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over the fair value of the Group's share of the identifiable net assets acquired is recorded as goodwill. If this is less than the fair value of the net assets of the subsidiary acquired in the case of a bargain purchase, the difference is recognized directly in the statement of comprehensive income.

#### *(ii) Disposal of subsidiaries*

When the Group ceases to have control, any retained interest in the entity is remeasured to its fair value at the date when control is lost, with the change in carrying amount recognized in comprehensive income. The fair value is the initial carrying amount for the purposes of subsequently accounting for the retained interest as an associate, joint venture or financial asset. In addition, any amounts previously recognized in other comprehensive income in respect of that entity are accounted for as if the Group had directly disposed of the related assets or liabilities. This may mean that amounts previously recognized in other comprehensive income are reclassified to comprehensive income.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

---

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### e. Principles of consolidations (Continued)

##### *(iii) Changes in ownership interests in subsidiaries without change of control*

Transactions with non-controlling interests that do not result in loss of control are accounted for as equity transactions - that is, as transactions with the owners in their capacity as owners. The difference between fair value of any consideration paid and the relevant share acquired of the carrying value of net assets of the subsidiary is recorded in equity. Gains or losses on disposals to non-controlling interests are also recorded in equity.

#### f. Change in accounting policies

The accounting policies adopted are consistent with those used in the previous consolidated financial statements for the year ended March 31, 2022. In addition, commencing April 1, 2022, the following amendments which are now effective, have been adopted:

##### **Reference to the Conceptual Framework (Amendments to IFRS 3)**

Effective for annual reporting periods beginning on or after January 1, 2022

The amendments update an outdated reference to the Conceptual Framework in IFRS 3 without significantly changing the requirements in the standard.

The amendment was adopted, but has no current impact on the financial statements.

##### **Property, Plant and Equipment — Proceeds before Intended Use (Amendments to IAS 16)**

Effective for annual reporting periods beginning on or after January 1, 2022

The amendments prohibit deducting from the cost of an item of property, plant and equipment any proceeds from selling items produced while bringing that asset to the location and condition necessary for it to be capable of operating in the manner intended by management. Instead, an entity recognises the proceeds from selling such items, and the cost of producing those items, in profit or loss.

The amendment was adopted, but has no current impact on the financial statements.

##### **Onerous Contracts — Cost of Fulfilling a Contract (Amendments to IAS 37)**

Effective for annual reporting periods beginning on or after January 1, 2022

The amendments specify that the 'cost of fulfilling' a contract comprises the 'costs that relate directly to the contract'. Costs that relate directly to a contract can either be incremental costs of fulfilling that contract (examples would be direct labour, materials) or an allocation of other costs that relate directly to fulfilling contracts (an example would be the allocation of the depreciation charge for an item of property, plant and equipment used in fulfilling the contract).

The amendment was adopted, but has no current impact on the financial statements.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### f. Change in accounting policies (Continued)

##### **IFRS 9 (Annual improvements to IFRS standards 2018 - 2020)**

Effective for annual reporting periods beginning on or after January 1, 2022

The amendment clarifies which fees an entity includes when it applies the '10 per cent' test in paragraph B3.3.6 of IFRS 9 in assessing whether to derecognise a financial liability. An entity includes only fees paid or received between the entity (the borrower) and the lender, including fees paid or received by either the entity or the lender on the other's behalf.

The annual improvement was adopted, but has no current impact on the financial statements.

##### **IFRS 16 (Annual improvements to IFRS standards 2018 - 2020)**

Effective for annual reporting periods beginning on or after January 1, 2022

The amendment to Illustrative Example 13 accompanying IFRS 16 removes from the example the illustration of the reimbursement of leasehold improvements by the lessor in order to resolve any potential confusion regarding the treatment of lease incentives that might arise because of how lease incentives are illustrated in that example.

The annual improvement was adopted, but has no current impact on the financial statements.

##### **Standards issued but not yet effective**

*The amendments and interpretations that are issued, but not yet effective, up to the end of the reporting period are disclosed below.*

##### **Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)**

Effective for annual reporting periods beginning on or after January 1, 2023

The amendments require that an entity discloses its material accounting policies, instead of its significant accounting policies. Further amendments explain how an entity can identify a material accounting policy. Examples of when an accounting policy is likely to be material are added. To support the amendment, the Board has also developed guidance and examples to explain and demonstrate the application of the 'four-step materiality process' described in IFRS Practice Statement 2.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### f. Change in accounting policies (Continued)

##### **Definition of Accounting Estimates (Amendments to IAS 8)**

Effective for annual reporting periods beginning on or after January 1, 2023

The amendments replace the definition of a change in accounting estimates with a definition of accounting estimates. Under the new definition, accounting estimates are “monetary amounts in financial statements that are subject to measurement uncertainty”. Entities develop accounting estimates if accounting policies require items in financial statements to be measured in a way that involves measurement uncertainty. The amendments clarify that a change in accounting estimate that results from new information or new developments is not the correction of an error.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

##### **Classification of Liabilities as Current or Non-Current (Amendments to IAS 1)**

Effective for annual reporting periods beginning on or after January 1, 2024

The amendments aim to promote consistency in applying the requirements by helping companies determine whether, in the statement of financial position, debt and other liabilities with an uncertain settlement date should be classified as current (due or potentially due to be settled within one year) or non-current.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

##### **Non-current Liabilities with Covenants (Amendments to IAS 1)**

Effective for annual reporting periods beginning on or after January 1, 2024

The amendment clarifies how conditions with which an entity must comply within twelve months after the reporting period affect the classification of a liability.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

#### g. Significant accounting judgments and estimates

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

### FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

##### g. Significant accounting judgments and estimates (Continued)

- The Group provides for bad and doubtful debts based on an evaluation of the collectability of individual debtor balances. The Group estimates expected credit losses based on the Group's historical credit loss experience and an analysis of the debtor's current financial position, adjusted for factors that are specific to the debtors, general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date, including time value of money where appropriate.
- The estimate for obsolete inventories is based on an evaluation of slow-moving item, particularly inventories that have not moved in line with its useful life.
- The Group reviews the estimated useful lives of property, plant and equipment at the end of each reporting period. During the current year, there have been no changes to the useful life of assets.
- The Group's intangible assets mainly consists of licenses, computer software and goodwill. Licenses are amortized over their estimated useful lives of three to five years and computer software over five years.
- The Group measures non-current assets classified as held for sale at the lower of its carrying amount and fair value less costs to sell. Fair value less costs to sell is determined through the engagement of an independent expert experienced in the sale of such assets.
- The fair value of items sold on a finance lease is estimated to be the discounted cash flows arising from the payments due under the finance lease agreement.
- The Group applies judgement in determining whether a contract is, or contains, a lease and in estimating the incremental borrowing rate of the lease.

##### h. Financial instruments

A financial instrument is any contract that gives rise to both a financial asset in one entity and a financial liability or equity in another entity.

#### **Financial Assets**

##### *(i) Classification*

The Group classifies financial assets in the following measurement categories:

- (a) those to be measured subsequently at fair value, either through other comprehensive income or profit and loss;
- (b) those to be measured at amortised cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

For assets measured at fair value, gains and losses will be recorded either in profit or loss or other comprehensive income.

The Group reclassifies its financial instruments when and only when its business model for managing those assets changes.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### h. Financial instruments (Continued)

##### *(ii) Derecognition*

Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all of the risks and rewards of ownership.

##### *(iii) Measurement*

At initial recognition, in the case of a financial asset not at fair value through profit or loss ("FVPL"), the Group measures a financial asset at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVPL are expensed in profit or loss.

A financial asset is measured at amortized cost if both of the following conditions are met:

- (a) the financial asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- (b) the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

A financial asset is measured at fair value through profit or loss ("FVPL") unless it is measured at amortised cost or at fair value through other comprehensive income ("FVOCI") in accordance with the criteria mentioned in the preceding paragraphs. The classification of the Group's financial assets are listed in Note 29.

The Group directly reduces the gross carrying amount of a financial asset when the entity has no reasonable expectation of recovering a financial asset in its entirety or a portion thereof. A write-off constitutes a derecognition event.

#### **Financial Liabilities**

The Group's financial liabilities are initially measured at fair value, net of transaction costs, and are subsequently measured at amortized cost using the effective interest method.

A financial liability (or part of it) is extinguished when the debtor either:

- (a) discharges the liability (or part of it) by paying the creditor, normally with cash, other financial assets, goods or services; or
- (b) is legally released from primary responsibility for the liability (or part of it) either by process of law or by the creditor.

The classification of the Group's financial liabilities are listed in Note 29.

#### **Impairment of financial assets**

The Group recognizes loss allowances for Expected Credit Losses ("ECLs") on financial assets measured at amortized cost and contract assets.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### h. Financial instruments (Continued)

The Group measures loss allowances at an amount equal to lifetime ECLs. Loss allowances for trade receivables and contract assets are always measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Company considers reasonable and supportable information relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and including forward looking information.

The Group assumes that the credit risk on financial assets has increased significantly if it is more than 90 days past due.

The Group recognizes loss allowances for ECLs on a financial asset in default when it meets the following criteria:

- (i) the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to action such as realizing security if any is held; or
- (ii) the financial asset is more than 90 days past due.

Life-time ECLs are the ECLs that result from all possible default events over the expected life of the financial instrument. The maximum period considered when estimating ECLs is the maximum contractual period over the Group is exposed to credit risk.

Measurement of ECLs:

ECLs are a probability-weighted estimate of credit losses. Credit losses are measured as the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive).

Credit-impaired financial assets:

At each reporting date, the Group assess whether financial assets carried at amortized costs are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default or past due event;
- it is becoming probable that the borrower will enter bankruptcy or other financial reorganization; or
- the disappearance of an active market for a security because of financial difficulties.

Presentation of allowance for ECLs in the statement of financial position:

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### h. Financial instruments (Continued)

Loss allowances for financial assets measured at amortized cost are deducted from the gross carrying amount of the assets.

Write-off:

The gross carrying amount of a financial asset is written off (either partially or in full) when there is no reasonable expectation of recovering a financial asset in its entirety or a portion thereof. This is generally the case when the Group determines that the borrower does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. This assessment is carried out at the individual asset level.

Recoveries of amounts previously written off are included in 'bad debts recoveries' in the statement of profit or loss.

Financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

#### i. Cash and cash equivalents

Cash and cash equivalents include cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less and bank overdrafts which are repayable on demand and which forms an integral part of the Group's cash management. Bank overdraft facilities available to finance capital expenditures are included in borrowings.

#### j. Trade receivables

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. They are generally due for settlement within 30 days and are therefore all classified as current. Trade receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value. The Group holds the trade receivables with the objective of collecting the contractual cash flows and therefore measures them subsequently at amortised cost using the effective interest method.

The Group recognises lifetime expected credit losses ("ECL") for trade receivables using the simplified approach. The expected credit losses on these financial assets are estimated based on the Group's historical credit loss experience and an analysis of the debtor's current financial position, adjusted for various factors. The factors include issues specific to the debtors, the general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date. The time value of money is included where appropriate.

The Group writes off trade receivables when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### k. Other receivables

Other receivables are amounts due from foreign telephone network companies, input tax, staff and management loans, deposits and other miscellaneous accounts. The carrying amount of the receivable is considered a reasonable approximation of fair value (which is measured at amortised cost) is expected to be paid within twelve months, such that the effect of any difference between the effective interest rate applied and the estimated current market rate is not significant.

#### l. Leases

##### *(i) Leases where the Group is the lessor*

As a lessor the Group classifies its leases as either operating or finance leases. A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of the underlying asset, and classified as an operating lease if it does not.

The Group recognises assets held under a finance lease in its statement of financial position and presents them as a receivable at an amount equal to the net investment in the lease. The net investment in the lease is the gross investment in the lease discounted at the interest rate implicit in the lease. Subsequently, the recognition of finance income is based on a pattern reflecting a constant periodic rate of return on the Group's net investment in the finance lease.

Lease income from operating leases are recognised in income on a straight-line basis over the lease term. Costs, including depreciation, incurred in earning the lease income are recognised as an expense.

##### *(ii) Leases where the Group is the lessee*

For any new contracts entered, the Group considers whether the contract is, or contains a lease. A lease is defined as 'a contract or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time on exchange for consideration'. To apply this definition the Group assesses whether the contract meets three key evaluations which are whether:

- (a) The contract contains an identified asset, which is either explicitly identified in the contract or implicitly specified by being identified at the time the asset is made available to the Group.
- (b) The Group has the right to obtain substantially all of the economic benefits from use of the identified asset throughout the period of use, considering its rights within the defined scope of the contract.
- (c) The Group has the right to direct the use of the identified asset throughout the period of use. The Group assess whether it has the right to direct "how and for what purpose" the asset is used throughout the period of use.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### i. Leases (Continued)

At the commencement of the lease term, the Group recognises finance leases as assets and liabilities in its statement of financial position at amounts equal to the fair value of the leased property or, if lower, the present value of the minimum lease payments, each determined at the inception of the lease. Subsequently, lease payments are apportioned between the finance charge and the reduction of the outstanding liability.

The Group depreciates the right-of-use assets on a straight-line basis from the lease commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term.

At commencement date, the Group measures the lease liability at the present value of the lease payments unpaid at that date, discounted using the interest rate implicit in the lease if that rate is readily available or the Group's incremental borrowing rate.

Lease payments included in the measurement of the lease liability are made of fixed payments (including in substance fixed), variable payments based on an index or rate, amounts expected to be payable under a residual value guarantee and payments arising from options reasonably certain to be exercised.

Subsequent to initial measurement, the liability will be reduced for payments made and increased for interest. It is remeasured to reflect any reassessment or modification, or if there are changes in fixed payments.

The Group has elected to account for short-term leases and leases of low-value assets using the practical expedients. Instead of recognising a right-of-use asset and lease liability, the payments in relation to these are recognised as an expense in profit or loss on a straight line basis over the lease term.

On the statement of financial position, right-of-use assets and lease liabilities are shown separately from other assets and liabilities.

#### m. Prepayments

Prepayments represent costs paid in advance of their intended use or coverage. Prepayments are expensed in the period the service is received.



**BELIZE TELEMEDIA LIMITED**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)**

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

n. Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is determined using the "first-in" (FIFO) method. Cost comprises of direct material costs (which includes all shipping, importation costs and delivery costs to the warehouse), direct labour and overheads that have been incurred in bring the inventories to their present location and condition. Net realizable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale. At each reporting date, inventories are assessed for impairment. If inventories are impaired, the carrying amount is reduced to its selling price less cost to complete and sell and the impairment loss is recognized immediately in the statement of comprehensive income.

Goods held on consignment are excluded from inventories and are covered by the Group's all risk insurance, as declared in the listing, in the event of loss.

o. Property, plant and equipment

Property, plant and equipment are carried at historical cost less accumulated depreciation and any accumulated impairment. Historical cost includes expenditure that is directly attributable to the acquisition of the items and any cost incurred to bring the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

Subsequent costs are included in the carrying amount of the asset or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognized. All other repairs and maintenance are charged to comprehensive income during the financial period in which they are incurred.

Land and assets in the course of construction are not depreciated. Depreciation on other assets is calculated using the straight-line method to allocate their cost or revalued amount to their residual values over their estimated useful lives, as follows:

Types of assets:	Useful life
Buildings (wood, concrete)	25 or 40 years
Transmission equipment	7-10 years
Switching equipment	5-20 years
Tower equipment	10-20 years
Other plant and equipment	10-20 years
Motor vehicles	5 years
Computer equipment	3-5 years

The residual values of assets, useful lives and depreciation methods are reviewed annually, and adjusted prospectively if appropriate, if there is an indication of a significant change since the last reporting date.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

o. Property, plant and equipment (Continued)

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognized within "Other Income" in the Statement of Comprehensive Income.

p. Intangible assets

*(i) Licenses*

Separately acquired computer software licenses are capitalized on the basis of the costs incurred to acquire and bring to use the specific software. They have a finite useful life and are subsequently carried at cost less accumulated depreciation and impairment losses.

*(ii) Computer software*

Computer software comprises computer software purchased from third parties. Software integral to an item of hardware equipment is classified as property, plant, equipment.

Costs associated with maintaining computer software programs are recognized as an expense when they are incurred.

q. Goodwill

Goodwill represents the future economic benefits arising from a business combination that are not individually identified and separately recognised. Goodwill is carried at cost less accumulated impairment losses.

r. Non-current assets held for sale

Non-current assets are classified as held for sale if their carrying amount will be recovered principally through a sale transaction rather than through continuing use and a sale is considered highly probable. They are measured at the lower of their carrying amount and fair value less costs to sell.

An impairment loss is recognised for any initial or subsequent write-down of the asset to fair value less costs to sell. A gain is recognised for any subsequent increases in fair value less costs to sell of an asset (or disposal group), but not in excess of any cumulative impairment loss previously recognised. A gain or loss not previously recognised by the date of the sale of the non-current asset is recognised at the date of derecognition.

Non-current assets are not depreciated or amortised while they are classified as held for sale.

Non-current assets classified as held for sale are presented separately from the other assets in the statement of financial position.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

s. Impairment of non-financial assets

Assets that have an indefinite useful life or assets not ready to use are not subject to amortisation and are tested annually for impairment. Assets that are subject to depreciation or amortisation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating units). Prior impairments of non-financial assets (other than goodwill) are reviewed for possible reversal at each reporting date.

t. Deferred income

Deferred income represents funds received from customers for services that have not yet been delivered. Deferred income is recognized as revenue in the period in which the service is provided to the customer.

u. Trade and other payables

Trade and other payables principally comprise liabilities for goods and services provided to the Group prior to the end of the financial year which are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition. Trade payables are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest method.

v. Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the period of the borrowings using the effective interest method.

Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalised as a prepayment for liquidity services and amortised over the period of the facility to which it relates.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled, or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any noncash assets transferred or liabilities assumed, is recognised in profit or loss as other income or finance costs.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

v. Borrowings (Continued)

Where the terms of a financial liability are renegotiated and the entity issues equity instruments to a creditor to extinguish all or part of the liability (debt for equity swap), a gain or loss is recognised in profit or loss, which is measured as the difference between the carrying amount of the financial liability and the fair value of the equity instruments issued.

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

w. Borrowing cost

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale. Investment income earned on the temporary investment of specific borrowings, pending their expenditure on qualifying assets, is deducted from the borrowing costs eligible for capitalization. Other borrowing costs are expensed in the period in which they are incurred.

x. Provisions

Provisions for legal claims, restructuring costs and environmental restoration are recognized when the Group has a present legal or constructive obligation as a result of past events; if it is probable that an outflow of resources will be required to settle the obligation; and the amount can be reliably measured. Provisions are not recognized for future operating losses.

Provisions are measured at the present value of management's best estimate of the expenditures required to settle the present obligation at the end of the reporting period. The discount rate used reflects current market assessments of the time value of money and the risks specific to the obligation.

y. Dividend distribution

In accordance with Section 128 (B) of the Company's Articles of Association: "Unless otherwise agreed in writing by the holder of the Special Share, upon the 21st day after the publication of the audited balance sheet and accounts for each financial year (the Dividend Date), the Directors shall be deemed to have recommended and the Company in a general meeting be deemed to have declared a final dividend payable in cash such that the total dividends shall be equivalent to 45% of the Company's profits available for distribution divided by the total ordinary shares". (in addition) Section 128 (D), " The Company's profits available for distribution are its accumulated realized profits, so far as not previously utilized by distribution or capitalization, less any accumulated realized losses, so far as not previously written off in a reduction or reorganization of capital duly made".

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

y. Dividend distribution (Continued)

In accordance with Section 141 of the Company's Articles of Association: "All dividends, interest or other sums payable unclaimed after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. All dividends or interest unclaimed for a period of twelve years after having been declared shall, unless the Board otherwise resolves, 'be forfeited and shall revert to the Company. The retention by the Company of, or payment into a separate account of, any unclaimed dividends, interest or other sum payable by the Company on or in respect on or in respect of any share shall not constitute the Company a trustee thereof".

z. Ordinary and Preference shares

Ordinary and Preference Shares are classified as Equity. Preference Shares are shares which entitles the holder to a fixed dividend, whose payment takes priority over that of common stock dividends.

Equity instruments are measured at the fair value of the cash or other resources received or receivable, net of the direct costs of issuing the equity instruments.

Where any company within the Group purchases the parent company's shares (treasury shares), the consideration paid is deducted from the equity attributable to the parent company's equity holders.

aa. Revenue recognition

In accordance with IFRS 15, the Group recognizes revenue when a performance obligation specified in a contract with a customer is performed, the amount of the transaction price allocated to the performance of that obligation is identified, and the Group expects to be entitled to the said consideration in exchange for transferring the contracted goods and services to the customer. Revenue is measured based on the consideration receivable, excluding amounts collected on behalf of third parties and shown net of general sales tax, returns, rebates and discounts. Group revenue is reported after eliminating sales within the Group.

*(a) Sales of services*

The Group earns revenue mainly from providing the following telecommunication services: access charges, airtime usage, fixed line usage, messaging, interconnection fees, data services and information provision, connection fees and equipment sales. Products and services may be sold separately or in bundled packages. The Group also provides internet protocol television and cable television services. Revenue for access charges, airtime usage and messaging by contract customers is recognized as revenue when the services are performed, with unbilled revenue resulting from services already provided, billed at the end of the billing cycle. Unearned revenue from services to be provided in future period is deferred. Revenue from the sale of prepaid credit is deferred until such time as the customer uses the credit or it expires.

Revenue from interconnection fees is recognized at the time the services are performed.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### aa. Revenue recognition (Continued)

Revenue from data services is recognized when the Group has performed the related service and depending on the nature of the service, is recognized either the gross amount billed to the customer or the amount receivable by the Group as commission for facilitating the service.

Customer connection revenue is recognized together with the related equipment revenue to the extent that the aggregate equipment and connection revenue does not exceed the fair value of the equipment delivered to the customer. Any customer connection revenue not recognized together with related equipment revenue is deferred and recognized over the period in which services are expected to be provided to the customer.

Revenue from prepaid sales is recognized based on the extent of consumption by customer. Allocations are done to respective revenue streams based on the type of service usage.

#### *(b) Sale of goods*

Revenue for device sales is recognized when the device is delivered to the end customer and the sale is considered complete. For device sales made to intermediaries, revenue is recognized if the significant risks associated with the device are transferred to the intermediary and the intermediary has no general right of return. If the significant risks are not transferred, revenue recognition is deferred until sale of the device to an end customer by the intermediary or the expiry of the right of return.

#### *(c) Multiple element sales*

Bundled offers that combine different elements are assessed to determine whether it is necessary to separate the different identifiable components and apply the corresponding revenue recognition policy to each element. Under IFRS 15, bundled packages that combine voice, text and data services, internet protocol television and cable television services, the total revenue will be treated as one single performance obligation and will be recognised when (or as) the obligation is satisfied.

#### Sales of SIMs in bundled packages:

Under IFRS 15, the total consideration in the contract must be allocated to all the products and services provided, for example, SIMs and mobile telecommunication services, based on their stand-alone selling prices. The stand-alone selling prices are determined based on the list prices at which the Group sells the SIMs and telecommunication services.

#### Bundled packages:

When revenue arrangements include multiple deliverables, the revenue recognition criteria are applied separately to each transaction. In certain circumstances it is necessary to separate a transaction into identifiable components to reflect the separate obligations of the transaction. Deliverables are separated into individual transactions when the following two conditions are met:

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### aa. Revenue recognition (Continued)

- (i) the deliverable has value to the customer on a stand-alone basis and
- (ii) there is evidence of the fair value of the item. The arrangement consideration is then allocated to each separate unit of accounting based on its relative fair value.

The Group has adopted the practical expedients associated with the application of the new criteria that were adopted in the implementation of the standard with the objective of reducing the complexity in its application. The main practical expedients that the Group adopted are:

- (i) The financial component is not considered significant as the period between the moment when the promised good or service is transferred to a customer and the moment when the customer pays for that good or service is less than one year. The vast majority of contracts issued do not include a significant financing component.
- (ii) Costs to obtain a contract are recognised as expenses when incurred as the amortisation period of the asset that the Group would otherwise recognise is less than one year.

#### ab. Cost of sales and operating costs

Cost of sales and operating costs are recognized in the period incurred.

#### ac. Employee benefits

##### *(i) Pension obligations*

The Group has two defined pension contribution plans, one for management and one for non-management staff. The defined contribution plans are pension plans under which the Group pays fixed contributions into a separate entity and has no legal or constructive obligations to pay further contributions if the fund does not hold sufficient assets to pay employees the benefits relating to employee service in the current and prior periods. The plans are administered by separate Board of Trustees and the funds are held outside the Group.

The Group pays contributions to privately administered pension plans on a mandatory or contractual basis. The contributions are recognized as staff pension expense when they are due. If contribution payments exceed the contribution due for service, the excess is recognized as an asset.

##### *(ii) Termination benefits*

The Group recognizes termination benefits in accordance with the labour laws of Belize and Group policy.

#### ad. Interest Income

Interest income is recognized using the effective interest method. When a loan and receivable is impaired, the Group reduces the carrying amount to its recoverable amount, being the estimated future cash flow discounted at the original effective interest rate of the instrument, and continues unwinding the discount as interest income. Interest income on impaired loans and receivables is recognized using the original effective interest rate.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### ae. Business tax

The tax expense for the period comprises of current year tax. The tax charge is calculated on the basis of the tax laws enacted at the statement of financial position date. Management evaluates situations in which applicable tax regulation is subject to interpretation and establishes provisions where appropriate on the basis of the amounts expected to be paid to the tax authorities.

Taxes are based on monthly gross revenue receipts and are payable within the following month.

Deferred taxation accounting pursuant to International Accounting Standard (IAS) 12 is not applicable.

#### af. Exceptional items

Exceptional items are disclosed separately in the financial statements, when it is necessary to do so to provide further understanding of the financial performance of the Group. They are material items of income or expense that are shown separately due to the significance of their nature or amount.

#### ag. Segment reporting

The Group has one operating segment. This is based on the management and internal reporting structure which combines the Group's business units and is consistent with the manner in which internal reporting is provided to and reviewed by the Group's Chief Operating Decision-Maker. The Group has determined the Board of Directors as its Chief Operating Decision-Maker.

### 3. CASH AND CASH EQUIVALENTS

	<u>2023</u>	<u>2022</u>
Cash on hand	\$ 196	\$ 178
Bank balances	<u>22,331</u>	<u>21,973</u>
	<u>\$ 22,527</u>	<u>\$ 22,151</u>

### 4. TRADE RECEIVABLES

	<u>2023</u>	<u>2022</u>
Trade receivables	\$ 38,570	\$ 44,835
Less: expected credit loss (ECL)	<u>(15,171)</u>	<u>(17,673)</u>
	<u>\$ 23,399</u>	<u>\$ 27,162</u>

#### **Provision for credit losses as follows:**

Brought forward, beginning of year	\$ 17,673	\$ 20,552
Re-measurement of ECL	(1,395)	500
Receivables written off during the year	<u>(1,107)</u>	<u>(3,379)</u>
Carried forward, ending of year	<u>\$ 15,171</u>	<u>\$ 17,673</u>



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

### FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

#### 5. OTHER RECEIVABLES

	<u>2023</u>	<u>2022</u>
Foreign telephone network administrations receivable	\$ 4,280	\$ 2,997
Input tax receivable	836	1,129
Other receivables	8,728	3,074
	<u>\$ 13,844</u>	<u>\$ 7,200</u>

#### 6. FINANCE LEASE RECEIVABLE

	<u>2023</u>	<u>2022</u>
Amounts receivable under finance leases:		
No later than one year	\$ 1,177	\$ 1,036
Later than one year and no later than five years	4,707	4,143
Later than five years	12,670	12,328
Undiscounted lease payments	<u>18,554</u>	<u>17,507</u>
Less: Unearned future finance income	<u>(3,395)</u>	<u>(2,665)</u>
Net investment in finance lease	<u>\$ 15,159</u>	<u>\$ 14,842</u>

#### Current receivables:

Finance lease - gross receivable	\$ 1,177	\$ 1,036
Unearned finance income	<u>(389)</u>	<u>(290)</u>
	<u>\$ 788</u>	<u>\$ 746</u>

#### Non-current receivables:

Finance lease - gross receivable	\$ 17,377	\$ 16,471
Unearned finance income	<u>(3,006)</u>	<u>(2,375)</u>
	<u>\$ 14,371</u>	<u>\$ 14,096</u>

#### The net investment in finance lease may be analysed as follows:

No later than one year	\$ 788	\$ 746
Later than one year and no later than five years	3,352	3,136
Later than five years	11,019	10,960
	<u>\$ 15,159</u>	<u>\$ 14,842</u>

The Group, as Lessor, has entered into a Finance Lease Agreement which gives the lessee the exclusive right to use specific strands of Dark Fiber within specified cable routes. The lease is for a period of 20 years with minimum lease payments of \$86 (Eighty Six thousand dollars per month).

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

### FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

#### 7. PREPAYMENT

	<u>2023</u>	<u>2022</u>
Purchases	\$ 2,971	\$ 2,000
Maintenance and support services	1,200	1,564
Insurance	397	392
Other	731	599
	<u>\$ 5,299</u>	<u>\$ 4,555</u>

#### 8. INVENTORIES

	<u>2023</u>	<u>2022</u>
Spares, goods for resale and other consumable supplies	\$ 9,753	\$ 11,519
Less: provision for obsolete inventories	(1,369)	(1,645)
	<u>\$ 8,384</u>	<u>\$ 9,874</u>

#### Provision for obsolete stock is comprised of:

Brought forward, beginning of year	\$ 1,645	\$ 449
Increase/ decrease in provision recognized	1,310	1,514
Stock written off	(1,586)	(318)
Carried forward, ending of year	<u>\$ 1,369</u>	<u>\$ 1,645</u>

#### 9. RIGHT-OF-USE ASSETS

	Tower space	Office space	Motor vehicles	Total
<b>Right-of-use 2023</b>				
Brought forward, beginning of year	\$ 1,064	\$ 254	\$ -	\$ 1,318
Addition	-	-	-	-
Depreciation	(373)	(145)	-	(518)
Carried forward, ending of year	<u>\$ 691</u>	<u>\$ 109</u>	<u>\$ -</u>	<u>\$ 800</u>

	Tower space	Office space	Motor Vehicles	Total
<b>Right-of-use 2022</b>				
Brought forward, beginning of year	\$ 667	\$ 399	\$ 120	\$ 1,186
Addition	811	-	-	811
Derecognition*	-	-	(120)	(120)
Depreciation	(414)	(145)	-	(559)
Carried forward, ending of year	<u>\$ 1,064</u>	<u>\$ 254</u>	<u>\$ -</u>	<u>\$ 1,318</u>

\*Derecognition of the right-of-use assets is as a result of BTL's cancellation of lease contracts.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 9. RIGHT-OF-USE ASSETS (CONTINUED)

Right-of-use assets relate to leased office space, tower space, and vehicles. With the exception of short-term leases and leases of low-value assets. Leases are recognized on the Statement of Financial Position as a right-of-use asset and a corresponding lease liability at the date on which the leased asset is available for use by the Group.

Leases of tower space, tower room and office space are generally limited to a lease term of between 3 to 5 years with the exception of three tower space leases with terms extended between 15-20 years. Leases relating to motor vehicles are for 3 years.

Each lease generally imposes a restriction that, unless there is contractual right for the Group to sublet the asset to another party, the right-of-use asset can only be used by the Group. The Group is prohibited from selling or pledging the underlying leased assets as security. For leases related to tower and office spaces, the Group must keep these properties in a good state of repair and return the properties to their original state and condition at the end of the lease term.

	<u>2023</u>	<u>2022</u>
<b>Lease liabilities:</b>		
Current	\$ 424	\$ 517
Non-current	<u>494</u>	<u>903</u>
	<u>\$ 918</u>	<u>\$ 1,420</u>

The maturity analysis of undiscounted lease liabilities recognised on the Group balance sheet are as follows:

	Lease payments	Finance charges	Net present value
Within one year	\$ 470	\$ 62	\$ 408
Between one and two years	91	38	53
Between two and three years	94	28	66
Between three and four years	83	24	59
Between four and five years	81	21	60
Due after five years.	317	45	272
	<u>\$ 1,137</u>	<u>\$ 218</u>	<u>\$ 918</u>

Amounts recognized in the Consolidated Statement of Comprehensive Income:

	<u>2023</u>	<u>2022</u>
Interest expense included in finance expense	\$ 95	\$ 120
Short-term and low value leases included in operating cost	\$ 393	\$ 80

The total cash outflow relating to leases in the financial year ended March 31, 2023 was \$606,000 (2022 - \$686,228).

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

### FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

#### 10. PROPERTY, PLANT AND EQUIPMENT

	Land and buildings	Network equipment	Other assets	Under construction	Total
<b>Cost</b>					
Brought forward, April 1, 2022	\$ 64,709	\$ 636,824	\$ 43,012	\$ 10,778	\$ 755,323
Additions	4	128	817	23,892	24,841
Transfers	-	17,024	150	(17,328)	(154)
Acquisition of subsidiary	-	3,688	2,460	-	6,148
Disposals	(2,089)	(104,637)	(572)	-	(107,298)
Carried forward, March 31, 2023	<u>62,624</u>	<u>553,027</u>	<u>45,867</u>	<u>17,342</u>	<u>678,860</u>
<b>Accumulated depreciation</b>					
Brought forward, April 1, 2022	18,630	454,880	38,471	-	511,981
Additions	1,570	30,265	2,673	-	34,508
Acquisition of subsidiary	-	1,270	971	-	2,241
Disposals	(864)	(104,110)	(523)	-	(105,497)
Carried forward, March 31, 2023	<u>19,336</u>	<u>382,305</u>	<u>41,592</u>	<u>-</u>	<u>443,233</u>
<b>Net book value</b>					
<b>March 31, 2023</b>	<b><u>\$ 43,288</u></b>	<b><u>\$ 170,722</u></b>	<b><u>\$ 4,275</u></b>	<b><u>\$ 17,342</u></b>	<b><u>\$ 235,627</u></b>

Assets in course of construction (Special Project Assets) at March 31, 2023 consist mainly of equipment, cables and materials for projects such as our Mobile Upgrades and Expansion, FTTH Expansion and Sales Jobs.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

### FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

#### 10. PROPERTY, PLANT AND EQUIPMENT (CONTINUED)

	Land and buildings	Network equipment	Other assets	Under construction	Total
<b>Cost</b>					
Brought forward, April 1, 2021	\$ 64,674	\$ 626,772	\$ 41,990	\$ 13,856	\$ 747,292
Additions	-	13,091	62	19	13,172
Transfers	95	1,922	1,080	(3,097)	-
Disposals	(60)	(4,961)	(120)	-	(5,141)
Carried forward, March 31, 2022	64,709	636,824	43,012	10,778	755,323
<b>Accumulated depreciation</b>					
Brought forward, April 1, 2021	17,063	427,082	35,713	-	479,858
Additions	1,627	32,705	2,872	-	37,204
Disposals	(60)	(4,907)	(114)	-	(5,081)
Carried forward, March 31, 2022	18,630	454,880	38,471	-	511,981
<b>Net book value</b>					
<b>March 31, 2022</b>	<b>\$ 46,079</b>	<b>\$ 181,944</b>	<b>\$ 4,541</b>	<b>\$ 10,778</b>	<b>\$ 243,342</b>

Transfers for the fiscal year ended March 31, 2022 from assets in the course of construction were from Mobile Expansion, FTTH, number of customer installations from Sales Jobs. These assets are expansion to our current Fiber Network and Mobile Network.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 10. PROPERTY, PLANT AND EQUIPMENT (CONTINUED)

Other assets comprises of vehicles, computers and other equipment.

### 11. INTANGIBLE ASSETS

	<u>2023</u>	<u>2022</u>
<b>Cost</b>		
Brought forward, beginning of year	\$ 57,703	\$ 53,197
Additions	3,954	4,506
Transfer	153	-
Acquisition of subsidiary	164	-
Carried forward, ending of year	<u>61,974</u>	<u>57,703</u>
<b>Accumulated amortization and impairment</b>		
Brought forward, beginning of year	39,422	34,868
Charge for the year	6,868	4,554
Acquisition of subsidiary	82	-
Carried forward, ending of year	<u>46,372</u>	<u>39,422</u>
Carrying amount		
As at March 31	<u>\$ 15,602</u>	<u>\$ 18,281</u>

Intangible assets consist of purchased software mainly for billing, value added services and licenses relating to Microsoft products and any additional software utilised by the Group.

### 12. ACQUISITION OF SUBSIDIARIES

On April 27, 2022, the Board resolved to acquire Alternative Networks Limited (and Parent Company, Carib Prospectors Limited). The registered businesses are a providers of fiber and wireless internet, internet protocol television, and cable television service in Belize.

The amounts recognised in respect of the identifiable assets acquired and liabilities assumed are as set out below:

Cash and cash equivalents	\$ 151
Trade receivables	75
Inventories	120
Property, plant and equipment - net	3,907
Intangible assets - net	82
	<u>4,335</u>
Customer deposits	115
	<u>115</u>
Total identifiable assets acquired and liabilities assumed	<u>4,220</u>
Goodwill	1,580
Total consideration	<u>\$ 5,800</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 12. ACQUISITION OF SUBSIDIARIES (CONTINUED)

#### Net cash outflow arising on acquisition:

Cash consideration	\$	5,800
Less: cash and cash equivalent balances acquired		(151)
		<u>\$ 5,649</u>

The Group acquired Alternative Networks Limited (and Parent Company, Carib Prospectors Limited) for consideration of \$5.8 million. The Group has retained 10% of the purchase price as part of the warranty arrangement.

### 13. OTHER NON-CURRENT ASSET

#### (I) Americas Region Caribbean Ring System (ARCOS-1)

	<u>2023</u>	<u>2022</u>
<b>Cost</b>		
Brought forward, beginning of year	\$ 8,103	\$ 8,103
Additions	-	-
Carried forward, ending of year	<u>8,103</u>	<u>8,103</u>
<b>Accumulated amortization and impairment</b>		
Brought forward, beginning of year	6,413	6,070
Charge for the year	<u>344</u>	<u>343</u>
Carried forward, ending of year	<u>6,757</u>	<u>6,413</u>
Carrying amount		
As at March 31	<u>\$ 1,346</u>	<u>\$ 1,690</u>

BTL is a party to the Americans Region Caribbean Ring System (ARCOS-1), an optical fiber submarine cable system available to facilitate the provision of international telecommunication services in the region. The original project cost was approximately \$801.7 million of which BTL funded \$8.006 million.

The ARCOS-1 system became operational in March 2002. Its total cost is being amortized over its estimated service life of twenty-five years, commencing March 2002.

#### II. Intra-Group Shares

	<u>2023</u>	<u>2022</u>
A Group subsidiary, BTL (Overseas) Limited, holds 2,624 shares in Belize Telemedia Limited, at a cost of \$11 thousand dollars. The subsidiary was dissolved during the 2023 fiscal year.	\$ -	\$ 11
A Group subsidiary, BTL Telemedia Investments Limited, holds 500 shares in Belize Telemedia Limited, at a cost of \$3 thousand dollars.	3	3
	<u>\$ 3</u>	<u>\$ 14</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 14. TRADE AND OTHER PAYABLES

	<u>2023</u>	<u>2022</u>
Trade payables	\$ 3,553	\$ 4,790
Accruals	13,964	13,326
Foreign telephone network administrations payable	174	508
Interest payable	676	794
License fees	5,561	3,819
Other payable	11,636	4,564
	<u>35,564</u>	<u>27,801</u>
Less: non-current portion	(404)	(163)
	<u>\$ 35,160</u>	<u>\$ 27,638</u>

### 15. BORROWINGS

	<u>2023</u>	<u>2022</u>
Atlantic Bank Limited loan for BZ\$30 million, secured by certain properties, payable within seven years, with the payment of interest only during the first three years with the principal and interest during the remaining four years. BZ\$2 million is repayable with interest at 7% per annum. BZ\$4 million (US\$2 million) is repayable with interest at 6.25%. Repayment of principal will consist of eight semi-annual instalments of BZ\$3.75 million, exclusive of interest.	\$ 15,000	\$ 22,500
Amount drawn down on a 12-year loan of USD\$17.5 million (BZD\$35 million) from Taiwan International Cooperation and Development Fund (Taiwan ICDF), secured by majority shareholders, with payment of interest only at 5.5% per annum for the first three years, and principal and interest during the remaining nine years. Repayment of principal will consist of 18 semi-annual instalments of US\$972 thousand, exclusive of interest.	\$ 27,222	\$ 31,111
Balance of BZ\$25.8 million payable to Government of Belize (GOB), at its fair value of BZ\$23 million, for full and final settlement of all claims and or obligations arising under the nationalized British Caribbean Bank Loan Agreement. The balance is to be settled over 44 months, commencing the fiscal year ended March 31, 2019.	\$ -	\$ 437



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 15. BORROWINGS (CONTINUED)

	<u>2023</u>	<u>2022</u>
St. John's Credit Union Limited bank loan for BZ\$3.5 million, secured by fixed deposits and certain property, with interest at 5.75% per annum, repayable in six years, with payment of interest only during the first year and principal and interest during the remaining five years. Repayment of principal will consist of sixty monthly instalments of BZ\$67.9 thousand, inclusive of interest.	\$ 1,760	\$ 2,444
	<u>43,982</u>	56,492
Less: current portion	<u>(12,115)</u>	<u>(12,511)</u>
	<u>\$ 31,867</u>	<u>\$ 43,981</u>
Loan amounts repayable are as follows:		
	2023-2024 \$ 12,115	
	2024-2025 12,156	
	2025-2026 4,155	
	2026-2027 3,889	
	2027 thereafter <u>11,667</u>	
	<u>\$ 43,982</u>	

Borrowing costs capitalised during the year was nil (2022 - \$3 Thousand).

### 16. CUSTOMER DEPOSITS

Customer deposits comprise of upfront payments made by customers as security deposits. These security deposits are refundable at the end of the service contract, less any damage incurred on the property.

### 17. ORDINARY SHARES

	<u>2023</u>	<u>2022</u>
Authorized:		
100,000,000 ordinary shares of \$1 par value including 1 Special Share of \$1 par value	<u>\$ 100,000</u>	<u>\$ 100,000</u>
Issued and fully paid:		
49,551,652 ordinary shares of \$1 par value and 1 Special Share of \$1 par value	<u>\$ 49,552</u>	<u>\$ 49,552</u>

### 18. PREFERENCE SHARES

	<u>2023</u>	<u>2022</u>
Authorized, issued and fully paid:		
48,500,000 4% non-redeemable, cumulative preference shares of \$1 par value	<u>\$ 48,500</u>	<u>\$ 48,500</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 19. SHARE PREMIUM

In July 2007, a rights issue was offered to shareholders at \$3 per share. As a result of this offer an additional 8,216,725 Ordinary Shares were issued. After the transaction was completed, the average share price was \$2.859 due to the discount offered when payments were made in US dollars.

### 20. CAPITAL RESERVE - NON DISTRIBUTABLE

At the close of business, on May 29, 2007, the assets and liabilities of Belize Telecommunications Limited were vested in Belize Telemedia Limited. Within the Belize Telemedia Limited financial statements, at that date, the non-distributable portion of the excess of total assets less total liabilities, less equity shares issued and fully paid, was placed in a Non-Distributable Capital Reserve.

### 21. REVENUE AND OTHER OPERATING INCOME

Revenue from contracts with customers is disaggregated by major products and services.

	<u>2023</u>	<u>2022</u>
Fixed internet and voice services	\$ 71,248	\$ 71,827
Mobile services	61,126	58,585
Roaming and international settlements	11,081	6,228
	<u>143,455</u>	<u>136,640</u>
ICT services	6,428	4,418
<b>Revenues from contracts with customers</b>	<b>149,883</b>	<b>141,058</b>
Other	2,141	273
	<u><u>\$ 152,024</u></u>	<u><u>\$ 141,331</u></u>

### 22. OPERATING COST

	<u>2023</u>	<u>2022</u>
Facilities and infrastructure	\$ 60,812	\$ 59,685
General and administrative expenses	34,125	32,054
Network and other fees	25,787	22,096
	<u><u>\$ 120,724</u></u>	<u><u>\$ 113,835</u></u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 23. TAXATION

In accordance with the Ninth Schedule of the Income and Business Tax Act, as revised, the Group is subject to business tax at a rate of 1.75% on gross revenue receipts from Internet and Data Services and Non-Telecommunication Services, internet protocol television and cable television services, 19% on gross revenue receipts from telecommunication services, and 3% on gross revenue receipts relating to rent.

Government amended the Income and Business Tax Act (amendment No. 25 of 2019 effective January 1, 2020) that no Income Tax shall be payable upon the chargeable income of a company, other than a company engaged in petroleum operations. The Government of Belize is in the process of updating the Income and Business Tax Act, Chapter 55 of the Laws of Belize, Revised Edition 2020, to provide for further clarity regarding tax status with respect to DPA's.

Telemedia Free Zone operates under an approved Designated Processing Area (DPA) status. Benefits include exemptions from customs and excise duties, consumption tax, trade turnover tax and property and land tax.

A general sales tax of 12.5% is levied on goods and services. The General Sales Tax (GST) is a tax on consumer spending that is collected in stages, at the point of importation of the business purchases and on the sales of the business' good and services when the goods are sold or service is provided. The payment of tax on purchases and collection of tax on sales are netted monthly and the net tax paid to the Government of Belize. The tax is consistently excluded from the cost of goods sold of the Group.

### 24. EARNINGS PER SHARE

Basic Earnings per Share is calculated by dividing the net profit for the year attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding.

Diluted Earnings per Share is calculated by dividing the net profit for the year attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding adjusted for its dilutive potential.

	<u>2023</u>	<u>2022</u>
<b>Profit attributable to ordinary shareholders (basic and diluted)</b>		
Profit for the year attributable to Ordinary Shareholders	\$ 21,628	\$ 16,086
Effect of dividends paid on cumulative Preference Shares	(1,940)	(1,940)
<b>Profit for the year attributable to Ordinary Shareholders (basic)</b>	<u>19,688</u>	<u>14,146</u>
Dilutive effects	-	-
<b>Profit for the year attributable to Ordinary Shareholders (diluted)</b>	<u>\$ 19,688</u>	<u>\$ 14,146</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 24. EARNINGS PER SHARE (CONTINUED)

	<u>2023</u>	<u>2022</u>
<b>Weighted-average number of Ordinary Shares (basic and diluted)</b>		
Outstanding Ordinary Shares	\$ 49,552	\$ 49,552
Effect of Intra-group shares (held by subsidiary companies)	<u>(3)</u>	<u>(3)</u>
<b>Weighted average number of Ordinary Shares (basic)</b>	<b>49,549</b>	49,549
Dilutive effects	-	-
<b>Weighted average number of Ordinary Shares (diluted)</b>	<b><u>\$ 49,549</u></b>	<b><u>\$ 49,549</u></b>
<b>Earnings per share (basic)</b>	<b><u>\$ 0.40</u></b>	<b><u>\$ 0.29</u></b>
<b>Earnings per share (diluted)</b>	<b><u>\$ 0.40</u></b>	<b><u>\$ 0.29</u></b>

### 25. DIVIDENDS

The following dividends were declared and paid by the Company:

	<u>2023</u>	<u>2022</u>
Final dividend for the year ended March 31, 2022 at 0.13 cents per Ordinary Share (March 31, 2021- 0.062 cents per share)	\$ 6,441	\$ 3,072
Final dividend for the year ended March 31, 2022 at 4 cents per Non- Redeemable Preference Share (March 31, 2021- 4 cents per share)	<u>1,940</u>	<u>1,940</u>
	<b><u>\$ 8,381</u></b>	<b><u>\$ 5,012</u></b>

### 26. DISPOSAL OF SUBSIDIARIES

The Board resolved to dissolve several of its international and local subsidiaries. The subsidiaries include:

- Belize Telecommunications Limited
- Belize Telecommunications (Overseas) Limited
- BTL International Inc.
- BTL Mobile Services Limited
- BTL Investments Limited

Consequently, the assets and liabilities were transferred to Belize Telemedia Limited (the parent company). Revenue and expenses, gains and losses relating to the dissolution were eliminated from the profit or loss of the Group's consolidated financial statements.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 26. DISPOSAL OF SUBSIDIARIES (CONTINUED)

The amounts recognised in respect of the identifiable assets acquired and liabilities assumed during the dissolution are as set out below:

	<u>October 31, 2022</u>
Trade receivables	\$ 1,488
Other receivables	-
Due from related party	289,630
	<u>291,118</u>
Trade and other payables	-
Due to related party	126,285
	<u>126,285</u>
<b>Net assets and liabilities</b>	<b><u>\$ 164,833</u></b>

### 27. COMMITMENTS

#### Capital commitments

	<u>2023</u>	<u>2022</u>
Capital expenditure authorized and contracted:		
MIND billing system	\$ 696	\$ 473
FTTH/ NBP	3,064	14
MS E365	4,708	1,091
Huawei software upgrade	3,497	7,953
other projects	3,363	1,638
	<u>\$ 15,328</u>	<u>\$ 11,169</u>
<b>Capital expenditure planned but not contracted</b>	<b><u>\$ 11,782</u></b>	<b><u>\$ 4,945</u></b>

### 28. RELATED PARTY TRANSACTIONS

The Government of Belize (GOB) owns 49.3% of the Ordinary Shares and 100% of the Preference Shares of the Company (Parent). The Belize Social Security Board owns 34.3% of the Ordinary Shares of the parent company. GOB is also the majority shareholder of Belize Electricity Limited.

The following transactions were carried out with related parties:

#### (a) Sales of goods and services

	<u>2023</u>	<u>2022</u>
Sales of services:		
- Belize Social Security Board	\$ 1,245	\$ 1,288
- Government of Belize	14,010	18,528
- Belize Electricity Limited	2,903	2,668
- Belize Water Services Limited	524	465
	<u>\$ 18,682</u>	<u>\$ 22,949</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 28. RELATED PARTY TRANSACTIONS (CONTINUED)

Goods and services are sold to related parties on the same terms and conditions that would be available to third parties.

#### (b) Purchases of goods and services

	<u>2023</u>	<u>2022</u>
Purchase of services:		
- Entities controlled by key management personnel	\$ 4	\$ -
- Belize Electricity Limited	5,100	1,470
- Belize Water Services Limited	121	94
	<u>\$ 5,225</u>	<u>\$ 1,564</u>

Goods and services are bought from related parties on normal commercial terms and conditions.

#### (c) Key management compensation

The total remuneration paid to key management which includes executive and non-executive directors was:

	<u>2023</u>	<u>2022</u>
Salaries and other short-term benefits	\$ 6,146	\$ 5,150
Termination benefits/ post-employment benefits	167	174
	<u>\$ 6,313</u>	<u>\$ 5,324</u>

#### (d) Year-end balances arising from sales and purchases of goods and services:

	<u>2023</u>	<u>2022</u>
Receivable from related parties:		
- Government of Belize	\$ 555	\$ 2,825
- Belize Social Security Board	66	66
- Belize Electricity Limited	18,815	17,521
- Belize Water Services Limited	70	57
	<u>\$ 19,506</u>	<u>\$ 20,469</u>

Receivables from related parties arise mainly from the sale of telecommunication, data and related services and are due in the month following the date of sale, except for the sale of dark fiber to BEL under a finance lease agreement. Receivables are unsecured and bear no interest, except for the sale of dark fiber.

	<u>2023</u>	<u>2022</u>
Payable to related parties:		
- Government of Belize	\$ -	\$ 437
- Belize Electricity Limited	325	365
- Belize Water Services Limited	11	10
	<u>\$ 336</u>	<u>\$ 812</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 29. CATEGORIES OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES

The following table shows the carrying amounts of financial assets and financial liabilities of each category of financial instruments held by the Group:

	<u>2023</u>	<u>2022</u>
<b>Financial assets at amortized cost</b>		
Cash and cash equivalents	\$ 22,527	\$ 22,151
Trade receivables	23,399	27,162
Other receivables	13,008	6,071
Financial lease receivable - net	15,159	14,842
<b>Total financial assets</b>	<u>\$ 74,093</u>	<u>\$ 70,226</u>
<b>Financial liabilities at amortized cost</b>		
Trade and other payables	\$ 21,600	\$ 14,475
Lease liabilities	918	1,420
Borrowings	43,982	56,492
Dividends payable	5	13,754
<b>Total financial liabilities</b>	<u>\$ 66,505</u>	<u>\$ 86,141</u>

### 30. FINANCIAL RISK MANAGEMENT

The Group's activities expose it to a variety of financial risks, mainly, credit risk, foreign currency risk, interest rate risk and liquidity risk.

#### (a) Credit Risk

Credit risk arises from cash and cash equivalents, deposits with banks and financial institutions, and credit exposures to customers.

##### *(i) Risk Management*

Credit risk is managed on a Group basis. For cash and cash equivalents and deposits with banks and financial institutions, the Group does business with only reputable entities.

For customers, the Group has adopted credit policies which include assessing the customer's credit worthiness, requesting a deposit before credit is granted, regular review of credit limits and pursuing legal recourse to collect overdue balances.

##### *(ii) Impairment of Financial Assets*

The Group's only type of financial asset that would be subjected to the expected credit loss model is trade receivables.

Whilst cash and cash equivalents are also subject to the impairment requirements of IFRS 9, the impairment loss identified was considered immaterial.

The Group applies the IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all trade receivables.

To measure the expected credit losses, trade receivables have been grouped based on shared credit risk characteristics and the days past due.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 30. FINANCIAL RISK MANAGEMENT (CONTINUED)

The expected loss rate are based on the payment profiles of sales over a period of 24 months before March 31, 2022 and the corresponding historical credit losses experienced within this period. The historical loss rates are adjusted to reflect current and forward- looking information on macroeconomic factors affecting the ability of customers to settle the receivables.

On that basis, the loss allowance as at March 31, 2023 and March 31, 2022 was determined as follows:

	Current	More than 30 days past due	More than 60 days past due	More than 120 days past due	Total
March 31, 2023					
Expected loss rate	8.42%	13.65%	22.09%	32.60%	
Gross carrying amount	\$ 9,490	\$ 2,481	\$ 1,464	\$ 24,934	\$ 38,369
Loss allowance	<b>\$ 799</b>	<b>\$ 339</b>	<b>\$ 323</b>	<b>\$ 8,128</b>	<b>\$ 9,590</b>
March 31, 2022					
Expected loss rate	9.32%	15.85%	27.96%	32.75%	
Gross carrying amount	\$ 9,391	\$ 3,489	\$ 3,842	\$ 28,113	\$ 44,835
Loss allowance	<b>\$ 875</b>	<b>\$ 553</b>	<b>\$ 1,074</b>	<b>\$ 9,206</b>	<b>\$ 11,708</b>

The loss allowance for Trade Receivables as at March 31 reconciled to the opening loss allowance as follows:

	<u>2023</u>	<u>2022</u>
Opening loss allowance at beginning of year	\$ 17,673	\$ 20,552
Increase in loan loss allowance recognized during the year	(1,395)	500
Receivables written off during the year as uncollectible	(1,107)	(3,379)
<b>Carried forward, end of year</b>	<b>\$ 15,171</b>	<b>\$ 17,673</b>

Trade Receivables are written off where there is no reasonable expectation of recovery which include failure of customer to engage in a repayment plan, and a failure to make contractual payments for a period greater than 120 days past due.

Impairment Losses on Trade Receivables are presented as Net Impairment Losses within Operating Profit and a subsequent recoveries of amounts previously written off are credited against the same line item.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 30. FINANCIAL RISK MANAGEMENT (CONTINUED)

#### (b) Foreign Currency Risk

Foreign currency risk - is the risk that the value of a financial transaction will fluctuate because of the changes in foreign exchange rate. The Group incurs currency risk exposure in respect of overseas trade purchases and commitments made in currencies other than Belize dollars and repayable in foreign currencies, mainly in US dollars. Its exposure to losses from currency risk is mitigated by the fact that the official exchange rate for the Belize dollar is tied to the US dollar at BZ\$2 to US\$1.

#### (c) Interest Rate Risk

Interest rate risk - is the risk that the value of a financial instrument will fluctuate due to changes in market interest rates. The Group has no significant exposure to interest-rate risk on its assets held in the form of bank deposits since these assets earn fixed interest rates. The Group has managed to mitigate changes in interest and interest rate risk on borrowings by negotiating fixed interest rates and terms with the local and foreign financial institutions that provide funding to the Group.

#### (d) Liquidity Risk

Liquidity risk - is the risk that an entity's available cash may not be sufficient to meet its ongoing working capital obligations. The Group performs cash flow forecasting to ensure that it has sufficient cash to meet operational needs whilst maintaining sufficient buffer in its undrawn committed borrowing facilities so that the Group does not breach borrowing limits or covenants on any of its borrowing facilities.

In addition, the Group maintains the following lines of credit:

- Secured \$10 million overdraft facility. Interest is paid at 6.25%. The facility has a 365 days maturity that renews automatically at the option of the Group.
- Secured \$15 million overdraft facility. Interest is paid at 6.25%. The facility has a 365 days maturity that renews automatically at the option of the Group.

The following are the remaining contractual maturities of financial liabilities at the reporting

	<b>Within 3 months</b>	<b>3 months to 1 year</b>	<b>Between 1 and 5</b>	<b>Over 5 years</b>	<b>Total</b>
<b>March 31, 2023</b>					
Trade and other payables	\$ 18,191	\$ 17,375	\$ -	\$ -	\$ 35,566
Lease liabilities	-	424	494	-	918
Borrowings	3,927	8,188	24,089	7,778	43,982
	<b>\$ 22,118</b>	<b>\$ 25,987</b>	<b>\$ 24,583</b>	<b>\$ 7,778</b>	<b>\$ 80,466</b>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 30. FINANCIAL RISK MANAGEMENT (CONTINUED)

	Within 3 months	3 months to 1 year	Between 1 and 5	Over 5 years	Total
<b>March 31, 2022</b>					
Trade and other payables	\$ 8,925	\$ 18,713	\$ 163	\$ -	\$ 27,801
Lease liabilities	-	517	903	-	1,420
Borrowings	1,924	10,587	28,426	15,555	56,492
	<b>\$ 10,849</b>	<b>\$ 29,817</b>	<b>\$ 29,492</b>	<b>\$ 15,555</b>	<b>\$ 85,713</b>

#### (e) Market Risk

Market risk- relates to unforeseeable factors that could occur both within the local market and also within the international telecommunication market. Local market risk examples include the impact to the Group's business arising from activities of new or existing competitors; local socio-economic factors which affect the public and changes to the regulatory environment. International market risk examples include availability of capacity from the international telecommunications market and pricing of such capacity and global socio-economic factors which impact the local market.

The Group minimizes its exposures to market risks by maintaining informational networks that allow early recognition of and response to changing market conditions and also through maintaining close contacts with its customer base, local regulatory and other governing authorities and international parties.

### 31. CAPITAL MANAGEMENT POLICIES AND PROCEDURES

The Group's objectives when managing capital are to maintain a strong capital base so as to maintain investor, creditor and market confidence, to sustain future development of the business, to maintain an optimal capital structure and to reduce the cost of capital.

In order to maintain or adjust the capital structure, the Group may adjust the amounts of dividends paid to shareholders, issue new shares or sell assets to reduce debt.

The Group monitors capital using a ratio of 'debt to equity'. Debt is calculated as total liabilities as shown in the statements of financial position. Total capital is calculated as total equity as shown in the statements of financial position.

The Group's policy is to keep the ratio below 2.00. The Group's 'debt to equity' ratio at March 31 was as follows:

	<u>2023</u>	<u>2022</u>
Total liabilities	\$ 89,146	\$ 109,295
Total equity	\$ 254,424	\$ 241,134
<b>Debt to equity ratio</b>	<b><u>0.35</u></b>	<b><u>0.45</u></b>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

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### 32. CONTINGENCIES

Litigation - The Company is subject to various legal proceedings and claims that arise in the ordinary course of business operations. Management believes that the amount of liability, if any, from these actions would not have a material effect on the Company's financial position or results of operations. However, the following legal matters continue to require keen attention and consultation with the Company's attorneys to minimize exposure:

- (a) Claim No. 362 of 2019, Gustavo Mendez v Belize Telemedia Limited was filed by a former employee Gustavo Mendez against BTL seeking severance payments of \$30,151. At February 19, 2020, the claim was concluded awaiting a decision to be handed down by the Court. As at March 31, 2023, the previous Judge demitted office and the matter is pending re-assignment to a different judge.
- (b) Claim No. 751 of 2019, Oscar Gongora v Belize Telemedia Limited was filed by a former employee Oscar Gongora against BTL seeking severance payments of \$34,344. On July 30, 2021, the claim was dismissed by the Supreme Court. Mr. Gongora has filed an appeal in respect of the High Court's decision. On January 25, 2023, the Court of Appeal handed down its decision in favor of Mr. Gongora and the matter was remitted to High Court to be heard by a different judge. BTL is currently defending the claim in the Supreme Court.
- (c) Claim No. 514 of 2011 International Telecommunications Company Limited ("INTELCO") v Belize Telemedia Limited was filed against the Company for \$49.1 million purportedly as a remainder of the purchase price for assets allegedly purchased by BTL INTELCO also seeks damages in the alternative for alleged breach of contract. The application was heard and a decision remains outstanding to be handed down. At March 31, 2023, this matter is still outstanding and the Claimant has taken no further steps in the claim.
- (d) Claim No. 690 of 2014, Curtis Dale Swasey v Belize Telemedia limited et al, was filed by Mr. Curtis Dale Swasey against Belize Telemedia Limited for breach of an information Exchange Agreement. On February 23, 2016 the Court awarded \$25,000 in damages and assessed costs to the Claimant. Both the Claimant and Belize Telemedia Limited appealed to the Court of Appeal. On October 26, 2020, the Court of Appeal heard the matter and ruled in favor of BTL. On April 5, 2022, Mr. Swasey filed an application for leave to appeal to the Caribbean Court of Justice (CCJ). Mr. Swasey did not comply with the conditions of the Court therefore the appeal to the CCJ is deemed abandoned.
- (e) Claim No. 560 of 2020, Erven Marin et al v Belize Telemedia Limited and Civil Appeal No. 5 of 2023 relating to employee severance claims against BTL. BTL has filed an appeal and awaits the Court of Appeal to move the case forward.
- (f) Claim No 190 of 2023 Belize Telemedia Limited v Public Utilities Commission. This claim is for a judicial review regarding PUC's decision to grant BTL a 2 year Individual License in December 2022 instead of renewing BTL's previous license for a 5 year term. The matter is in progress.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2023 AND 2022 (IN THOUSANDS OF BELIZE DOLLARS)

### 33. POST-REPORTING DATE EVENTS

No adjusting or significant non-adjusting events have occurred between the March 31, 2023 reporting date and date of authorization.

\* \* \* \* \*



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# **BELIZE TELEMEDIA LIMITED**

Consolidated Financial Statements for the  
Years Ended March 31, 2024 and 2023 and  
Independent Auditors' Report



## **BELIZE TELEMEDIA LIMITED**

### **TABLE OF CONTENTS**

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	<b><u>Page</u></b>
INDEPENDENT AUDITORS' REPORT	1 - 3
CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MARCH 31, 2024 AND 2023:	
Consolidated statements of financial position	4 - 5
Consolidated statements of comprehensive income	6
Consolidated statements of changes in equity	7
Consolidated statements of cash flows	8
Notes to consolidated financial statements	9 - 40



## **INDEPENDENT AUDITORS' REPORT**

**To the Board of Directors and Shareholders of:  
Belize Telemedia Limited**

### **Opinion**

We have audited the consolidated financial statements of Belize Telemedia Limited, which comprise the consolidated statements of financial position as at March 31, 2024 and 2023, and the consolidated statements of comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows for the years then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of Belize Telemedia Limited as at March 31, 2024 and 2023, and of its consolidated financial performance and its consolidated cash flows for the years then ended in accordance with International Financial Reporting Standards (IFRSs).

### **Basis for Opinion**

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of Belize Telemedia Limited (The Group) in accordance with the International Ethics Standards Board for Accountants' Code of Ethics for Professional Accountants (IESBA Code), and we have fulfilled our other ethical responsibilities in accordance with the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRSs, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing The Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate The Group or to cease operations, or has no realistic alternative but to do so.

**hlb.bz**

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Those charged with governance are responsible for overseeing The Group's financial reporting process.

### **Auditors' Responsibilities for the Audit of the Consolidated Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error; to design and perform audit procedures responsive to those risks; and to obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on The Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause The Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.



- Obtain sufficient audit evidence regarding the financial information of the Group to express an opinion on the consolidated financial statements. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during the audit.

*HLB, Belize, LLP*

**Chartered Accountants  
Belize City, Belize  
August 15, 2024**

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION AS AT MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2024</u>	<u>2023</u>
<b><u>ASSETS</u></b>			
CURRENT ASSETS:			
Cash and cash equivalents	2h. 2i. 4.	\$ 35,250	\$ 22,527
Short-term investments	2h. 5.	10,000	-
Trade receivables	2h. 2j. 6.	22,458	23,399
Other receivables	2h. 2k. 7.	10,919	13,844
Financial lease receivable	2h. 2l. 8.	774	788
Prepayments	2m. 9.	5,509	5,299
Inventories	2n. 2q. 10.	12,486	8,384
Total current assets		<u>97,396</u>	<u>74,241</u>
NON-CURRENT ASSETS:			
Finance lease receivable	2h. 2l. 8.	13,569	14,371
Property, plant and equipment	2o. 2q. 11.	220,155	235,627
Right-of-use assets	2l. 2q. 12.	901	800
Intangible assets	2p. 2q. 13.	15,655	15,602
Goodwill	2r. 2q.	1,580	1,580
Other non-current assets	2q. 14.	1,006	1,349
Total non-current assets		<u>252,866</u>	<u>269,329</u>
<b>TOTAL ASSETS</b>		<b><u>\$ 350,262</u></b>	<b><u>\$ 343,570</u></b>
<b><u>LIABILITIES AND EQUITY</u></b>			
CURRENT LIABILITIES:			
Deferred income	2s.	\$ 2,716	\$ 2,648
Trade and other payables	2h. 2t. 15.	17,777	21,502
Accruals	2u.	15,457	13,258
Lease liabilities	2h. 2l. 12.	150	424
Customer deposits	17.	6,514	6,429
Borrowings	2h. 2v. 16.	12,150	12,115
Dividends payable	2h. 2x.	6,829	5
Total current liabilities		<u>61,593</u>	<u>56,381</u>
NON-CURRENT LIABILITIES:			
Trade and other payables	2h. 2t. 15.	500	404
Lease liabilities	2h. 2l. 12.	930	494
Borrowings	2h. 2v. 16.	19,710	31,867
Total non-current liabilities		<u>21,140</u>	<u>32,765</u>
Total liabilities		<u>82,733</u>	<u>89,146</u>

Continued on page 5.

The notes on pages 9 to 40 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED) AS AT MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2024</u>	<u>2023</u>
EQUITY:			
Ordinary shares	2y. 19.	\$ 49,552	\$ 49,552
Preference shares	2y. 18.	48,500	48,500
Share premium	20.	15,274	15,274
Capital reserve - non distributable	21.	36,637	36,637
Retained earnings		117,566	104,461
Total equity		<u>267,529</u>	<u>254,424</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<u>\$ 350,262</u>	<u>\$ 343,570</u>

The financial statements on pages 4 to 8 were approved and authorized for issue by the Board of Directors on August 15, 2024 and are signed on its behalf by:

  
Chairman

  
Director

The notes on pages 9 to 40 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>Notes</u>	<u>2024</u>	<u>2023</u>
Revenues from customers	2z. 22.	\$ 152,888	\$ 152,024
Operating cost	2aa. 23.	<u>120,812</u>	<u>120,724</u>
<b>Operating profit</b>		<b>32,076</b>	31,300
Interest income		1,483	1,052
Dividend income		12	3
Other income		1,732	-
Interest expense		<u>(2,376)</u>	<u>(3,430)</u>
<b>Profit before taxation</b>		<b>32,927</b>	28,925
Business tax expense	24.	<u>7,971</u>	<u>7,297</u>
<b>Profit for the year</b>		<b>24,956</b>	21,628
Other comprehensive income		<u>-</u>	<u>-</u>
<b>Total comprehensive income</b>		<b><u>\$ 24,956</u></b>	<b><u>\$ 21,628</u></b>
<b>Profit attributable to:</b>			
Owners of the Company		<b><u>\$ 24,956</u></b>	<b><u>\$ 21,628</u></b>
<b>Earnings per share attributable to the owners</b>			
Basic and diluted earnings per share	25.	<b><u>\$ 0.46</u></b>	<b><u>\$ 0.40</u></b>

The notes on pages 9 to 40 are an integral part of these financial statements.

**BELIZE TELEMEDIA LIMITED****CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY****FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)**

	Ordinary shares	Preference shares	Share premium	Capital reserve - non distributable	Retained earnings	Total
<b>April 1, 2023</b>	\$49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$104,461	\$254,424
<b>Comprehensive income</b>						
Profit for the year	-	-	-	-	24,956	24,956
Other comprehensive income	-	-	-	-	-	-
<b>Total comprehensive income</b>	-	-	-	-	24,956	24,956
<b>Transactions with owners of the Company</b>						
Dividends declared to ordinary shareholders (Note 2y, 26)	-	-	-	-	(9,911)	(9,911)
Dividends declared to preferred shareholders (Note 2y, 26)	-	-	-	-	(1,940)	(1,940)
<b>Total transactions with owners of the Company</b>	-	-	-	-	(11,851)	(11,851)
<b>March 31, 2024</b>	<b>\$49,552</b>	<b>\$ 48,500</b>	<b>\$ 15,274</b>	<b>\$ 36,637</b>	<b>\$117,566</b>	<b>\$267,529</b>
	Ordinary shares	Preference shares	Share premium	Capital reserve - non distributable	Retained earnings	Total
<b>April 1, 2022</b>	\$49,552	\$ 48,500	\$ 15,274	\$ 36,637	\$ 91,171	\$241,134
<b>Comprehensive income</b>						
Profit for the year	-	-	-	-	21,628	21,628
Other comprehensive income	-	-	-	-	-	-
<b>Total comprehensive income</b>	-	-	-	-	21,628	21,628
<b>Transactions with owners of the Company</b>						
Dividends declared to ordinary shareholders (Note 2y, 26)	-	-	-	-	(6,441)	(6,441)
Dividends declared to preferred shareholders (Note 2y, 26)	-	-	-	-	(1,940)	(1,940)
Dividends unclaimed beyond twelve years (Note 2y)	-	-	-	-	43	43
<b>Total transactions with owners of the Company</b>	-	-	-	-	(8,338)	(8,338)
<b>March 31, 2023</b>	<b>\$49,552</b>	<b>\$ 48,500</b>	<b>\$ 15,274</b>	<b>\$ 36,637</b>	<b>\$104,461</b>	<b>\$254,424</b>

The notes on pages 9 to 40 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

	<u>2024</u>	<u>2023</u>
<b>OPERATING ACTIVITIES</b>		
Profit for the year	\$ 24,956	\$ 21,628
Adjustments for non-cash items:		
Depreciation and amortization	36,280	42,238
Gain on disposal of property, plant and equipment	(1,721)	(108)
Obsolescence expense	452	1,310
Net remeasurement of expected credit losses	1,839	(1,395)
Business tax	7,971	7,297
Interest expense	2,376	3,430
Operating profit before working capital changes	<u>72,153</u>	<u>74,400</u>
Changes in working capital:		
Trade receivables	(898)	5,233
Other receivables	2,925	(6,644)
Prepayments	(210)	(744)
Other non-current assets	-	11
Inventories	(4,554)	300
Deferred income	68	(581)
Trade and other payables	(3,394)	5,335
Accruals	2,199	2,341
Lease liabilities	162	(502)
Customer deposits	85	(685)
Cash provided by operating activities	<u>68,536</u>	<u>78,464</u>
Business tax paid	(8,029)	(7,328)
Interest paid	<u>(2,553)</u>	<u>(3,312)</u>
<b>Net cash provided by operating activities</b>	<u>57,954</u>	<u>67,824</u>
<b>INVESTING ACTIVITIES</b>		
Acquisition of property, plant and equipment	(18,749)	(24,687)
Proceeds from disposal of property, plant and equipment	2,054	1,909
Acquisition of intangible assets	(1,517)	(4,107)
Acquisition of right-of-use assets	(686)	-
Purchase of short-term investments	(10,000)	-
Acquisition of subsidiary	-	(5,649)
<b>Net cash used in investing activities</b>	<u>(28,898)</u>	<u>(32,534)</u>
<b>FINANCING ACTIVITIES</b>		
Dividends paid	(5,027)	(22,087)
Repayment of borrowings	(12,122)	(12,510)
Principal elements of lease payments	816	(317)
<b>Net cash used in financing activities</b>	<u>(16,333)</u>	<u>(34,914)</u>
<b>Net increase in cash and cash equivalents</b>	<u>12,723</u>	<u>376</u>
<b>Cash and cash equivalents, beginning of year</b>	<u>22,527</u>	<u>22,151</u>
<b>Cash and cash equivalents, end of year</b>	<u>\$ 35,250</u>	<u>\$ 22,527</u>

The notes on pages 9 to 40 are an integral part of these financial statements.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

#### 1. GENERAL INFORMATION

Belize Telemedia Limited (the Company) and its subsidiaries (together referred to as the 'Group') provide communication products, services and a broad range of voice, broadband and data communication services, including fixed and mobile telephone services, internet services, internet protocol television, and cable television services within Belize.

Belize Telemedia Limited is a public limited liability company registered under the Belize Companies Act, 2022 and domiciled in Belize. The address of its registered office is #1 St. Thomas Street, Esquivel Telecom Centre, Belize City, Belize.

The Group includes Belize Telemedia Limited (the parent company), which provides telecommunication services and its wholly-owned subsidiaries:

- Alternative Networks Limited (ANL)
- BTL Digicell Limited (DCL)
- Business Enterprises Systems Limited (BSL)
- DigiWallet Limited (DWL)
- International Communication Services Limited (ICS)
- Telemedia Free Zone Limited(TFZ)

The Company operates under an Individual Telecommunications License, issued by the Public Utilities Commission ("PUC") that expires in December 2024. Apart from continuing the claim detailed in Note 31 (d), the Company intends to apply for the renewal of the license in advance of the expiration date.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements to the extent they have not already been disclosed in the other notes to the financial statements. These policies have been consistently applied to all the years presented, unless otherwise stated. The consolidated financial statements are for the Group consisting of Belize Telemedia Limited and its subsidiaries.

a. Statement of compliance

The consolidated financial statements of the Group have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and the interpretations issued by the IFRS Interpretations Committee (IFRS IC) applicable to companies reporting under IFRS.

b. Basis of preparation

The consolidated financial statements have been prepared on the historical cost basis except for certain financial assets and liabilities measured at fair value and assets held for sale measured at fair value less costs to sell.

c. Functional and presentation currency

The financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in 'Belize dollars' (BZ\$), which is the Group's functional and presentation currency. Except as indicated, the financial information presented in Belize dollars has been rounded to the nearest thousand.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### d. Foreign currency transactions and translations

Foreign currency transactions are converted into the functional currency using the exchange rates prevailing at the dates of the transactions or valuation where items are remeasured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the statement of comprehensive income.

Foreign exchange gains and losses that relate to borrowings and cash and cash equivalents are presented in the statement of comprehensive income within 'finance income or expense'. All other foreign exchange gains and losses are presented in the statement of comprehensive income within 'sundry income/expense'.

#### e. Principles of consolidation

##### *(i) Subsidiaries*

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

The Group applies the acquisition method to account for business combinations. The consideration transferred for the acquisition of a subsidiary is the fair values of the assets transferred, the liabilities incurred to the former owners of the acquiree and the equity interests issued by the group. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Identifiable assets acquired, liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date.

Inter-company transactions, balances and unrealized gains on transactions between Group companies are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the transferred asset. The accounting policies of subsidiaries are changed if necessary to ensure consistency with Group policies.

The Group recognises any non-controlling interest in the acquiree on an acquisition-by-acquisition basis, either at fair value or at the non-controlling interest's proportionate share of the recognised amounts of the acquiree's identifiable net assets.

Non-controlling interests in the results and equity of subsidiaries are shown separately in the consolidated statement of income, statement of comprehensive income, statement of changes in equity and statement of financial position, respectively.

Acquisition-related costs are expensed as incurred.

If the business combination is achieved in stages, the acquisition date carrying value of the acquirer's previously held equity interest in the acquiree is re-measured to fair value at the acquisition date; any gains or losses arising from such re-measurement are recognized in comprehensive income.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

e. Principles of consolidation (Continued)

Any contingent consideration to be transferred by the Group is recognized at fair value at the acquisition date. Subsequent changes to the fair value of the contingent consideration that is deemed to be an asset or liability is recognized in accordance with IFRS 9 either in comprehensive income or as a change to other comprehensive income. A contingent consideration that is classified as equity is not re-measured, and its subsequent settlement is accounted for within equity.

The excess of the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over the fair value of the Group's share of the identifiable net assets acquired is recorded as goodwill. If this is less than the fair value of the net assets of the subsidiary acquired in the case of a bargain purchase, the difference is recognized directly in the statement of comprehensive income.

*(ii) Disposal of subsidiaries*

When the Group ceases to have control, any retained interest in the entity is remeasured to its fair value at the date when control is lost, with the change in carrying amount recognized in comprehensive income. The fair value is the initial carrying amount for the purposes of subsequently accounting for the retained interest as an associate, joint venture or financial asset. In addition, any amounts previously recognized in other comprehensive income in respect of that entity are accounted for as if the Group had directly disposed of the related assets or liabilities. This may mean that amounts previously recognized in other comprehensive income are reclassified to comprehensive income.

*(iii) Changes in ownership interests in subsidiaries without change of control*

Transactions with non-controlling interests that do not result in loss of control are accounted for as equity transactions - that is, as transactions with the owners in their capacity as owners. The difference between the fair value of any consideration paid and the relevant share acquired of the carrying value of net assets of the subsidiary is recorded in equity. Gains or losses on disposals to non-controlling interests are also recorded in equity.

f. Change in accounting policies

The accounting policies adopted are consistent with those used in the previous consolidated financial statements for the year ended March 31, 2023. In addition, commencing April 1, 2023, the following amendments are now effective:

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### f. Change in accounting policies (Continued)

##### **Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)**

Effective for annual reporting periods beginning on or after January 1, 2023

The amendments require that an entity discloses its material accounting policies, instead of its significant accounting policies. Further amendments explain how an entity can identify a material accounting policy. Examples of when an accounting policy is likely to be material are added. To support the amendment, the Board has also developed guidance and examples to explain and demonstrate the application of the 'four-step materiality process' described in IFRS Practice Statement 2.

The amendment was adopted but has no current effect on the financial statements.

##### **Definition of Accounting Estimates (Amendments to IAS 8)**

Effective for annual reporting periods beginning on or after January 1, 2023

The amendments replace the definition of a change in accounting estimates with a definition of accounting estimates. Under the new definition, accounting estimates are "monetary amounts in financial statements that are subject to measurement uncertainty". Entities develop accounting estimates if accounting policies require items in financial statements to be measured in a way that involves measurement uncertainty. The amendments clarify that a change in accounting estimate that results from new information or new developments is not the correction of an error.

The amendment was adopted but has no current effect on the financial statements.

##### **Standards and amendments issued but not yet effective**

*The standards and amendments that are issued, but not yet effective, up to the end of the reporting period are disclosed below.*

##### **Classification of Liabilities as Current or Non-Current (Amendments to IAS 1)**

Effective for annual reporting periods beginning on or after January 1, 2024

The amendments aim to promote consistency in applying the requirements by helping companies determine whether, in the statement of financial position, debt and other liabilities with an uncertain settlement date should be classified as current (due or potentially due to be settled within one year) or non-current.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

##### **Non-current Liabilities with Covenants (Amendments to IAS 1)**

Effective for annual reporting periods beginning on or after January 1, 2024

The amendment clarifies how conditions with which an entity must comply within twelve months after the reporting period affect the classification of a liability.

The amendment will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

f. Change in accounting policies (Continued)

**IFRS 18 Presentation and Disclosures in Financial Statements**

Effective for annual reporting periods beginning on or after 1 January 2027

IFRS 18 includes requirements for all entities applying IFRS for the presentation and disclosure of information in financial statements.

The standard will be adopted when it becomes effective. Its effect, if any, will be quantified at that time.

g. Significant accounting judgments and estimates

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed.

- The Group provides for bad and doubtful debts based on an evaluation of the collectability of individual debtor balances. The Group estimates expected credit losses based on the Group's historical credit loss experience and an analysis of the debtor's current financial position, adjusted for factors that are specific to the debtors, general economic conditions of the industry in which the debtors operate and an assessment of both the current as well as the forecast direction of conditions at the reporting date, including time value of money where appropriate.
- The estimate for obsolete inventories is based on an evaluation of slow-moving items, particularly inventories that have not moved in line with its useful life.
- The Group reviews the estimated useful lives of property, plant and equipment at the end of each reporting period. During the current year, there have been no changes to the useful life of assets.
- The Group's intangible assets mainly consist of licenses, computer software and goodwill. Licenses are amortized over their estimated useful lives of three to five years and computer software over five years.
- The Group measures non-current assets classified as held for sale at the lower of its carrying amount and fair value less costs to sell. Fair value less costs to sell is determined through the engagement of an independent expert experienced in the sale of such assets.
- The fair value of items sold on a finance lease is estimated to be the discounted cash flows arising from the payments due under the finance lease agreement.
- The Group applies judgement in determining whether a contract is, or contains, a lease and in estimating the incremental borrowing rate of the lease.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### g. Significant accounting judgments and estimates (Continued)

##### **Going Concern**

Management has reviewed current financial forecasts, financing arrangements, and support commitments from the shareholders and as a result have reasonable expectation that the Group has adequate resources to continue its operations for the foreseeable future. For this reason, they have continued to adopt the going concern basis in the preparation of the consolidated financial statements.

#### h. Financial instruments

A financial instrument is any contract that gives rise to both a financial asset in one entity and a financial liability or equity in another entity.

##### **Financial Assets**

###### *(i) Classification*

The Group classifies financial assets in the following measurement categories:

- (a) those to be measured subsequently at fair value, either through other comprehensive income or profit and loss;
- (b) those to be measured at amortised cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

For assets measured at fair value, gains and losses will be recorded either in profit or loss or other comprehensive income.

The Group reclassifies its financial instruments when and only when its business model for managing those assets changes.

###### *(ii) Derecognition*

Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred, and the Group has transferred substantially all of the risks and rewards of ownership.

###### *(iii) Measurement*

At initial recognition, in the case of a financial asset not at fair value through profit or loss ("FVPL"), the Group measures a financial asset at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVPL are expensed in profit or loss.

A financial asset is measured at amortized cost if both of the following conditions are met:

- (a) the financial asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- (b) the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### h. Financial instruments (Continued)

A financial asset is measured at fair value through profit or loss ("FVPL") unless it is measured at amortised cost or at fair value through other comprehensive income ("FVOCI") in accordance with the criteria mentioned in the preceding paragraphs. The classification of the Group's financial assets are listed in Note 29.

The Group directly reduces the gross carrying amount of a financial asset when the entity has no reasonable expectation of recovering a financial asset in its entirety or a portion thereof. A write-off constitutes a derecognition event.

#### **Impairment of financial assets**

The Group makes use of a simplified approach permitted by IFRS 9 in accounting for trade and other receivables as well as contract assets and records the loss allowance for the expected lifetime credit losses. These are the expected shortfalls in contractual cash flows, considering the potential for default at any point during the life of the financial instrument. The Group uses its historical experience, external indicators, and forward-looking information to calculate the expected credit losses using a provision matrix. The Group assesses the impairment of trade receivables collectively based on their shared credit risk characteristics.

#### **Financial Liabilities**

The Group's financial liabilities are initially measured at fair value, net of transaction costs, and are subsequently measured at amortized cost using the effective interest method.

A financial liability (or part of it) is extinguished when the debtor either:

- (a) discharges the liability (or part of it) by paying the creditor, normally with cash, other financial assets, goods or services; or
- (b) is legally released from primary responsibility for the liability (or part of it) either by process of law or by the creditor.

The classification of the Group's financial liabilities are listed in Note 29.

#### i. Cash and cash equivalents

Cash and cash equivalents include cash on hand, demand deposits, and other short-term highly liquid investments with original maturities of three months or less and bank overdrafts, which are repayable on demand and which form an integral part of the Group's cash management. Bank overdraft facilities available to finance capital expenditures are included in borrowings.

#### j. Trade receivables

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. They are generally due for settlement within 30 days and are therefore all classified as current.

#### k. Other receivables

Other receivables are amounts due from foreign telephone network companies, input tax, staff and management loans, deposits, and other miscellaneous accounts.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### i. Leases

##### *(i) Leases where the Group is the lessor*

As a lessor, the Group classifies its leases as either operating or finance leases. A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership of the underlying asset, and is classified as an operating lease if it does not.

The Group recognises assets held under a finance lease in its statement of financial position and presents them as a receivable at an amount equal to the net investment in the lease. The net investment in the lease is the gross investment in the lease discounted at the interest rate implicit in the lease. Subsequently, the recognition of finance income is based on a pattern reflecting a constant periodic rate of return on the Group's net investment in the finance lease.

Lease income from operating leases are recognised in income on a straight-line basis over the lease term. Costs, including depreciation, incurred in earning the lease income are recognised as an expense.

##### *(ii) Leases where the Group is the lessee*

For any new contracts entered, the Group considers whether the contract is, or contains a lease. A lease is defined as 'a contract or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time on exchange for consideration'. To apply this definition, the Group assesses whether the contract meets three key evaluations which are whether:

- (a) The contract contains an identified asset, which is either explicitly identified in the contract or implicitly specified by being identified at the time the asset is made available to the Group.
- (b) The Group has the right to obtain substantially all of the economic benefits from the use of the identified asset throughout the period of use, considering its rights within the defined scope of the contract.
- (c) The Group has the right to direct the use of the identified asset throughout the period of use. The Group assess whether it has the right to direct "how and for what purpose" the asset is used throughout the period of use.

At the commencement of the lease term, the Group recognises finance leases as assets and liabilities in its statement of financial position at amounts equal to the fair value of the leased property or, if lower, the present value of the minimum lease payments, each determined at the inception of the lease. Subsequently, lease payments are apportioned between the finance charge and the reduction of the outstanding liability.

The Group depreciates the right-of-use assets on a straight-line basis from the lease commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term.

At the commencement date, the Group measures the lease liability at the present value of the lease payments unpaid at that date, discounted using the interest rate implicit in the lease if that rate is readily available or the Group's incremental borrowing rate.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### i. Leases (Continued)

Lease payments included in the measurement of the lease liability are made of fixed payments (including in-substance fixed), variable payments based on an index or rate, amounts expected to be payable under a residual value guarantee, and payments arising from options reasonably certain to be exercised.

Subsequent to the initial measurement, the liability will be reduced for payments made and increased for interest. It is remeasured to reflect any reassessment or modification, or if there are changes in fixed payments.

The Group has elected to account for short-term leases and leases of low-value assets using practical expedients. Instead of recognising a right-of-use asset and lease liability, the payments in relation to these are recognised as an expense in profit or loss on a straight-line basis over the lease term.

#### m. Prepayments

Prepayments represent costs paid in advance of their intended use or coverage. Prepayments are expensed in the period the service is received.

#### n. Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is determined using the "first-in" (FIFO) method. Cost comprises of direct material costs (which include all shipping, importation costs and delivery costs to the warehouse), direct labour and overheads that have been incurred in bring the inventories to their present location and condition. Net realizable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale. At each reporting date, inventories are assessed for impairment.

Goods held on consignment are excluded from inventories and are covered by the Group's all-risk insurance, as declared in the listing, in the event of loss.

#### o. Property, plant and equipment

Property, plant and equipment are carried at historical cost less accumulated depreciation and any accumulated impairment. Historical cost includes expenditure that is directly attributable to the acquisition of the items and any cost incurred to bring the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

Subsequent costs are included in the carrying amount of the asset or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognized. All other repairs and maintenance are charged to comprehensive income during the financial period in which they are incurred.



**BELIZE TELEMEDIA LIMITED**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)**

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**o. Property, plant and equipment (Continued)**

Land and assets in the course of construction are not depreciated. Depreciation on other assets is calculated using the straight-line method to allocate their cost or revalued amount to their residual values over their estimated useful lives, as follows:

Types of assets:	Useful life
Buildings (wood, concrete)	25 or 40 years
Network	5-25 years
Motor vehicles	5 years

The residual values of assets, useful lives and depreciation methods are reviewed annually, and adjusted prospectively if appropriate, if there is an indication of a significant change since the last reporting date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognized within "Other Income" in the Statement of Comprehensive Income.

**p. Intangible assets**

*(i) Licenses*

Separately acquired computer software licenses are capitalized on the basis of the costs incurred to acquire and bring to use the specific software. They have a finite useful life and are subsequently carried at cost less accumulated depreciation and impairment losses.

*(ii) Computer software*

Computer software comprises computer software purchased from third parties. Software integral to an item of hardware equipment is classified as property, plant, equipment.

Costs associated with maintaining computer software programs are recognized as an expense when they are incurred.

**q. Impairment of non-financial assets**

Assets that have an indefinite useful life or assets not ready to use are not subject to amortisation and are tested annually for impairment. Assets that are subject to depreciation or amortisation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value, less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating units). Prior impairments of non-financial assets (other than goodwill) are reviewed for possible reversal at each reporting date.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

r. Goodwill

Goodwill is measured as the excess of the sum of the consideration transferred over the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed. Goodwill is not amortised but is reviewed for impairment at least annually.

s. Deferred income

Deferred income represents funds received from customers for services that have not yet been delivered. Deferred income is recognized as revenue in the period in which the service is provided to the customer.

t. Trade and other payables

Trade and other payables principally comprise liabilities for goods and services provided to the Group prior to the end of the financial year, which are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition.

u. Accruals

Accruals are recognised when the Group has a present obligation as a result of a past event, it is probable that the Group will be required to settle that obligation, and a reliable estimate can be made of the amount of the obligation.

Accruals are measured at the present value of management's best estimate of the expenditures required to settle the present obligation at the end of the reporting period. The discount rate used reflects current market assessments of the time value of money and the risks specific to the obligation.

v. Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the period of the borrowings using the effective interest method.

Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalised as a prepayment for liquidity services and amortised over the period of the facility to which it relates.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled, or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any noncash assets transferred or liabilities assumed, is recognised in profit or loss as other income or finance costs.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

v. Borrowings (Continued)

Where the terms of a financial liability are renegotiated, and the entity issues equity instruments to a creditor to extinguish all or part of the liability (debt for equity swap), a gain or loss is recognised in profit or loss, which is measured as the difference between the carrying amount of the financial liability and the fair value of the equity instruments issued.

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

w. Borrowing cost

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale. Investment income earned on the temporary investment of specific borrowings, pending their expenditure on qualifying assets, is deducted from the borrowing costs eligible for capitalization. Other borrowing costs are expensed in the period in which they are incurred.

x. Dividend distribution

In accordance with Section 128 (B) of the Company's Articles of Association: "Unless otherwise agreed in writing by the holder of the Special Share, upon the 21st day after the publication of the audited balance sheet and accounts for each financial year (the Dividend Date), the Directors shall be deemed to have recommended and the Company in a general meeting be deemed to have declared a final dividend payable in cash such that the total dividends shall be equivalent to 45% of the Company's profits available for distribution divided by the total ordinary shares". (in addition) Section 128 (D), " The Company's profits available for distribution are its accumulated realized profits, so far as not previously utilized by distribution or capitalization, less any accumulated realized losses, so far as not previously written off in a reduction or reorganization of capital duly made".

In accordance with Section 141 of the Company's Articles of Association: "All dividends, interest or other sums payable unclaimed after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. All dividends or interest unclaimed for a period of twelve years after having been declared shall, unless the Board otherwise resolves, 'be forfeited and shall revert to the Company. The retention by the Company of, or payment into a separate account of, any unclaimed dividends, interest or other sum payable by the Company on or in respect on or in respect of any share shall not constitute the Company a trustee thereof".

y. Ordinary and Preference shares

Ordinary and Preference Shares are classified as Equity. Preference Shares are shares which entitles the holder to a fixed dividend, whose payment takes priority over that of common stock dividends.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

y. Ordinary and Preference shares (Continued)

Equity instruments are measured at the fair value of the cash or other resources received or receivable, net of the direct costs of issuing the equity instruments.

Where any company within the Group purchases the parent company's shares (treasury shares), the consideration paid is deducted from the equity attributable to the parent company's equity holders.

z. Revenue recognition

In accordance with IFRS 15, the Group recognizes revenue when a performance obligation specified in a contract with a customer is performed, the amount of the transaction price allocated to the performance of that obligation is identified, and the Group expects to be entitled to the said consideration in exchange for transferring the contracted goods and services to the customer. Revenue is measured based on the consideration receivable, excluding amounts collected on behalf of third parties and shown net of general sales tax, returns, rebates and discounts. Group revenue is reported after eliminating sales within the Group.

*(a) Sales of services*

The Group earns revenue mainly from providing the following telecommunication services: access charges, airtime usage, fixed line usage, messaging, interconnection fees, data services and information provision, connection fees and equipment sales. Products and services may be sold separately or in bundled packages. The Group also provides internet protocol television and cable television services. Revenue for access charges, airtime usage and messaging by contract customers is recognized as revenue when the services are performed, with unbilled revenue resulting from services already provided, billed at the end of the billing cycle. Unearned revenue from services to be provided in future period is deferred. Revenue from the sale of prepaid credit is deferred until such time as the customer uses the credit or it expires.

Revenue from interconnection fees is recognized at the time the services are performed.

Revenue from data services is recognized when the Group has performed the related service and depending on the nature of the service, is recognized, either the gross amount billed to the customer or the amount receivable by the Group, as commission for facilitating the service.

Customer connection revenue is recognized together with the related equipment revenue to the extent that the aggregate equipment and connection revenue does not exceed the fair value of the equipment delivered to the customer. Any customer connection revenue not recognized together with related equipment revenue is deferred and recognized over the period in which services are expected to be provided to the customer.

Revenue from prepaid sales is recognized based on the extent of consumption by customers. Allocations are done to respective revenue streams based on the type of service usage.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### z. Revenue recognition (Continued)

##### *(b) Sale of goods*

Revenue for device sales is recognized when the device is delivered to the end customer, and the sale is considered complete. For device sales made to intermediaries, revenue is recognized if the significant risks associated with the device are transferred to the intermediary, and the intermediary has no general right of return. If the significant risks are not transferred, revenue recognition is deferred until the sale of the device to an end customer by the intermediary or the expiry of the right of return.

##### *(c) Multiple element sales*

Bundled offers that combine different elements are assessed to determine whether it is necessary to separate the different identifiable components and apply the corresponding revenue recognition policy to each element. Under IFRS 15, bundled packages that combine voice, text and data services, internet protocol television and cable television services, the total revenue will be treated as one single performance obligation and will be recognised when (or as) the obligation is satisfied.

##### Sales of SIMs in bundled packages:

Under IFRS 15, the total consideration in the contract must be allocated to all the products and services provided, for example, SIMs and mobile telecommunication services, based on their stand-alone selling prices. The stand-alone selling prices are determined based on the list prices at which the Group sells the SIMs and telecommunication services.

##### Bundled packages:

When revenue arrangements include multiple deliverables, the revenue recognition criteria are applied separately to each transaction. In certain circumstances it is necessary to separate a transaction into identifiable components to reflect the separate obligations of the transaction. Deliverables are separated into individual transactions when the following two conditions are met:

- (i) the deliverable has value to the customer on a stand-alone basis and
- (ii) there is evidence of the fair value of the item. The arrangement consideration is then allocated to each separate unit of accounting based on its relative fair value.

The Group has adopted the practical expedients associated with the application of the new criteria that were adopted in the implementation of the standard with the objective of reducing the complexity in its application. The main practical expedients that the Group adopted are:

- (i) The financial component is not considered significant as the period between the moment when the promised good or service is transferred to a customer and the moment when the customer pays for that good or service is less than one year. The vast majority of contracts issued do not include a significant financing component.
- (ii) Costs to obtain a contract are recognised as expenses when incurred as the amortisation period of the asset that the Group would otherwise recognise is less than one year.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

aa. Expense recognition

Expenses are recognized in the period incurred.

ab. Employee benefits

*(i) Pension obligations*

The Group has two defined pension contribution plans, one for management and one for non-management staff. The defined contribution plans are pension plans under which the Group pays fixed contributions into a separate entity and has no legal or constructive obligations to pay further contributions if the fund does not hold sufficient assets to pay employees the benefits relating to employee service in the current and prior periods. The plans are administered by separate Board of Trustees and the funds are held outside the Group.

The Group pays contributions to privately administered pension plans on a mandatory or contractual basis. The contributions are recognized as staff pension expense when they are due. If contribution payments exceed the contribution due for service, the excess is recognized as an asset.

*(ii) Termination benefits*

The Group recognizes termination benefits in accordance with the labour laws of Belize and Group policy.

ac. Interest Income

Interest income is recognized using the effective interest method. When a loan and receivable is impaired, the Group reduces the carrying amount to its recoverable amount, being the estimated future cash flow discounted at the original effective interest rate of the instrument, and continues unwinding the discount as interest income. Interest income on impaired loans and receivables is recognized using the original effective interest rate.

ad. Exceptional items

Exceptional items are disclosed separately in the financial statements, when it is necessary to do so to provide further understanding of the financial performance of the Group. They are material items of income or expense that are shown separately due to the significance of their nature or amount.

ae. Segment reporting

The Group has one operating segment. This is based on the management and internal reporting structure, which combines the Group's business units and is consistent with the manner in which internal reporting is provided to and reviewed by the Group's Chief Operating Decision-Maker. The Group has determined the Board of Directors as its Chief Operating Decision-Maker.

### 3. FINANCIAL RISK MANAGEMENT

The Group's activities expose it to a variety of financial risks, mainly credit risk, foreign currency risk, interest rate risk and liquidity risk.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 3. FINANCIAL RISK MANAGEMENT (CONTINUED)

#### (a) Credit Risk

Credit risk arises from cash and cash equivalents, deposits with banks and financial institutions, and credit exposures to customers.

##### (i) Risk Management

Credit risk is managed on a Group basis. For cash and cash equivalents and deposits with banks and financial institutions, the Group does business with only reputable entities.

For customers, the Group has adopted credit policies which include assessing the customer's credit worthiness, requesting a deposit before credit is granted, regular review of credit limits and pursuing legal recourse to collect overdue balances.

##### (ii) Impairment of Financial Assets

The Group's only type of financial asset that would be subjected to the expected credit loss model is trade receivables.

Whilst cash and cash equivalents are also subject to the impairment requirements of IFRS 9, the impairment loss identified was considered immaterial.

The Group applies the IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all trade receivables.

To measure the expected credit losses, trade receivables have been grouped based on shared credit risk characteristics and the days past due.

The expected loss rate are based on the payment profiles of sales over a period of 24 months before March 31, 2024 and the corresponding historical credit losses experienced within this period. The historical loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors affecting the ability of customers to settle the receivables.

On that basis, the loss allowance as at March 31, 2024 and March 31, 2023 was determined as follows:

	Current	More than 30 days past due	More than 60 days past due	More than 120 days past due	Total
March 31, 2024					
Expected loss rate	12.95%	24.60%	25.13%	44.41%	
Gross carrying amount	\$ 9,903	\$ 2,350	\$ 573	\$ 26,869	\$ 39,695
Loss allowance	<b>\$ 1,282</b>	<b>\$ 578</b>	<b>\$ 144</b>	<b>\$ 11,933</b>	<b>\$ 13,937</b>
	Current	More than 30 days past due	More than 60 days past due	More than 120 days past due	Total
March 31, 2023					
Expected loss rate	8.42%	13.65%	22.09%	32.60%	
Gross carrying amount	\$ 9,490	\$ 2,481	\$ 1,464	\$ 24,935	\$ 38,370
Loss allowance	<b>\$ 799</b>	<b>\$ 339</b>	<b>\$ 323</b>	<b>\$ 8,129</b>	<b>\$ 9,590</b>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 3. FINANCIAL RISK MANAGEMENT (CONTINUED)

The loss allowance for Trade Receivables as at March 31 reconciled to the opening loss allowance as follows:

	<u>2024</u>	<u>2023</u>
Opening loss allowance at beginning of year	\$ 15,171	\$ 17,673
Remeasurement of expected credit loss	1,839	(1,395)
Reclassification	227	-
Receivables written off during the year as uncollectible	-	(1,107)
<b>Carried forward, end of year</b>	<b>\$ 17,237</b>	<b>\$ 15,171</b>

Trade receivables are written off where there is no reasonable expectation of recovery which include failure of customer to engage in a repayment plan, and a failure to make contractual payments for a period greater than 120 days past due.

Impairment losses on trade receivables are presented as net impairment losses within operating profit and a subsequent recoveries of amounts previously written off are credited against the same line item.

#### (b) Foreign Currency Risk

Foreign currency risk - is the risk that the value of a financial transaction will fluctuate because of the changes in foreign exchange rate. The Group incurs currency risk exposure in respect of overseas trade purchases and commitments made in currencies other than Belize dollars and repayable in foreign currencies, mainly in US dollars. Its exposure to losses from currency risk is mitigated by the fact that the official exchange rate for the Belize dollar is tied to the US dollar at BZ\$2 to US\$1.

#### (c) Liquidity Risk

Liquidity risk - is the risk that an entity's available cash may not be sufficient to meet its ongoing working capital obligations. The Group performs cash flow forecasting to ensure that it has sufficient cash to meet operational needs whilst maintaining sufficient buffer in its undrawn committed borrowing facilities so that the Group does not breach borrowing limits or covenants on any of its borrowing facilities.

In addition, the Group maintains the following lines of credit:

- Secured \$10 million overdraft facility. Interest is paid at 6.25%. The facility has a 365 days maturity that renews automatically at the option of the Group.

The following are the remaining contractual maturities of financial liabilities at the reporting date.



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 3. FINANCIAL RISK MANAGEMENT (CONTINUED)

	Within 3 months	3 months to 1 year	Between 1 and 5	Over 5 years	Total
<b>March 31, 2024</b>					
Trade and other payables	\$ 4,952	\$ 13,325	\$ -	\$ -	\$ 18,277
Lease liabilities	-	150	930	-	1,080
Borrowings	250	11,900	11,933	7,777	31,860
Customer deposits	723	-	-	-	723
Dividends payable	6,829	-	-	-	6,829
	<b>\$ 12,754</b>	<b>\$ 25,375</b>	<b>\$ 12,863</b>	<b>\$ 7,777</b>	<b>\$ 58,769</b>
<b>March 31, 2023</b>					
Trade and other payables	\$ 4,986	\$ 16,920	\$ -	\$ -	\$ 21,906
Lease liabilities	-	424	494	-	918
Borrowings	3,927	8,188	24,089	7,778	43,982
Customer deposits	400	-	-	-	400
Dividends payable	5	-	-	-	5
	<b>\$ 9,318</b>	<b>\$ 25,532</b>	<b>\$ 24,583</b>	<b>\$ 7,778</b>	<b>\$ 67,211</b>

#### (d) Interest Rate Risk

Interest rate risk - is the risk that the value of a financial instrument will fluctuate due to changes in market interest rates. The Group has no significant exposure to interest-rate risk on its assets held in the form of bank deposits since these assets earn fixed interest rates. The Group has managed to mitigate changes in interest and interest rate risk on borrowings by negotiating fixed interest rates and terms with the local and foreign financial institutions that provide funding to the Group.

#### (e) Market Risk

Market risk- relates to unforeseeable factors that could occur both within the local market and also within the international telecommunication market. Local market risk examples include the impact to the Group's business arising from activities of new or existing competitors; local socio-economic factors which affect the public and changes to the regulatory environment. International market risk examples include availability of capacity from the international telecommunications market and pricing of such capacity and global socio-economic factors which impact the local market.

The Group minimizes its exposures to market risks by maintaining informational networks that allow early recognition of and response to changing market conditions and also through maintaining close contacts with its customer base, local regulatory and other governing authorities and international parties.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

### FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

#### 4. CASH AND CASH EQUIVALENTS

	<u>2024</u>	<u>2023</u>
Cash on hand	\$ 254	\$ 196
Bank balances	34,996	22,331
	<u>\$ 35,250</u>	<u>\$ 22,527</u>

#### 5. SHORT-TERM INVESTMENTS

	<u>2024</u>	<u>2023</u>
Heritage Bank Limited fixed deposit at 3.25% maturing September 18, 2024	\$ 5,000	\$ -
National Bank of Belize Limited fixed deposit at 3.5% maturing September 20, 2024	5,000	-
	<u>\$ 10,000</u>	<u>\$ -</u>

#### 6. TRADE RECEIVABLES

	<u>2024</u>	<u>2023</u>
Trade receivables	\$ 39,695	\$ 38,570
Less: expected credit loss (ECL)	(17,237)	(15,171)
	<u>\$ 22,458</u>	<u>\$ 23,399</u>

#### Provision for credit losses as follows:

Brought forward, beginning of year	\$ 15,171	\$ 17,673
Net remeasurement of expected credit losses	1,839	(1,395)
Reclassification	227	-
Receivables written off during the year	-	(1,107)
Carried forward, ending of year	<u>\$ 17,237</u>	<u>\$ 15,171</u>

#### 7. OTHER RECEIVABLES

	<u>2024</u>	<u>2023</u>
Foreign telephone network administrations receivable	\$ 2,552	\$ 4,280
Input tax receivable	729	836
Other receivables	7,638	8,728
	<u>\$ 10,919</u>	<u>\$ 13,844</u>

#### 8. FINANCE LEASE RECEIVABLE

	<u>2024</u>	<u>2023</u>
Amounts receivable under finance leases:		
No later than one year	\$ 1,177	\$ 1,177
Later than one year and no later than five years	4,707	4,707
Later than five years	11,494	12,670
Undiscounted lease payments	17,378	18,554
Less: Unearned future finance income	(3,035)	(3,395)
Net investment in finance lease	<u>\$ 14,343</u>	<u>\$ 15,159</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 8. FINANCE LEASE RECEIVABLE (CONTINUED)

	<u>2024</u>	<u>2023</u>
Current receivables:		
Finance lease - gross receivable	\$ 1,177	\$ 1,177
Unearned finance income	(403)	(389)
	<u>\$ 774</u>	<u>\$ 788</u>
Non-current receivables:		
Finance lease - gross receivable	\$ 16,201	\$ 17,377
Unearned finance income	(2,632)	(3,006)
	<u>\$ 13,569</u>	<u>\$ 14,371</u>
The net investment in finance lease may be analysed as follows:		
No later than one year	\$ 774	\$ 788
Later than one year and no later than five years	3,440	3,352
Later than five years	10,129	11,019
	<u>\$ 14,343</u>	<u>\$ 15,159</u>

The Group, as Lessor, has entered into Finance Lease Agreements in relation to the following: (i) exclusive right to use specific strands of Dark Fiber within specified cable routes for a lease period of 20 years (ii) exclusive right to real property for a lease period of 15 years.

### 9. PREPAYMENTS

	<u>2024</u>	<u>2023</u>
Purchases	\$ 3,050	\$ 2,971
Maintenance and support services	1,502	1,199
Insurance	490	397
Other	467	732
	<u>\$ 5,509</u>	<u>\$ 5,299</u>

### 10. INVENTORIES

	<u>2024</u>	<u>2023</u>
Spares, goods for resale and other consumable supplies	\$ 14,234	\$ 9,753
Less: provision for obsolete inventories	(1,748)	(1,369)
	<u>\$ 12,486</u>	<u>\$ 8,384</u>
<b>Provision for obsolete stock is comprised of:</b>		
Brought forward, beginning of year	\$ 1,369	\$ 1,645
Increase in provision recognized	452	1,310
Stock written off	(73)	(1,586)
Carried forward, ending of year	<u>\$ 1,748</u>	<u>\$ 1,369</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 11. PROPERTY, PLANT AND EQUIPMENT

	Land and buildings	Network equipment and other assets	Motor vehicles	Under construction	Total
<b>Cost</b>					
Balance at April 1, 2023	\$ 62,624	\$ 592,145	\$ 6,749	\$ 17,342	\$ 678,860
Additions	55	384	1,516	16,794	18,749
Transfers	-	12,564	-	(12,564)	-
Disposals	(333)	(9,759)	(81)	-	(10,173)
Reclassification	-	(17,699)	-	-	(17,699)
Carried forward, March 31, 2024	62,346	577,635	8,184	21,572	669,737
<b>Accumulated depreciation</b>					
Brought forward, April 1, 2023	19,336	418,247	5,650	-	443,233
Additions	1,553	28,665	238	-	30,456
Disposals	-	(9,761)	(79)	-	(9,840)
Reclassification	-	(14,267)	-	-	(14,267)
Carried forward, March 31, 2024	20,889	422,884	5,809	-	449,582
<b>Net book value</b>					
<b>March 31, 2024</b>	<b>\$ 41,457</b>	<b>\$ 154,751</b>	<b>\$ 2,375</b>	<b>\$ 21,572</b>	<b>\$ 220,155</b>
<b>Cost</b>					
Brought forward, April 1, 2022	\$ 64,709	\$ 673,386	\$ 6,450	\$ 10,778	\$ 755,323
Additions	4	303	642	23,892	24,841
Transfers	-	17,174	-	(17,328)	(154)
Acquisition of subsidiary	-	6,053	95	-	6,148
Disposals	(2,089)	(104,771)	(438)	-	(107,298)
Carried forward, March 31, 2023	62,624	592,145	6,749	17,342	678,860
<b>Accumulated depreciation</b>					
Brought forward, April 1, 2022	18,630	487,600	5,751	-	511,981
Additions	1,570	32,738	200	-	34,508
Acquisition of subsidiary	-	2,150	91	-	2,241
Disposals	(864)	(104,241)	(392)	-	(105,497)
Carried forward, March 31, 2023	19,336	418,247	5,650	-	443,233
<b>Net book value</b>					
<b>March 31, 2023</b>	<b>\$ 43,288</b>	<b>\$ 173,898</b>	<b>\$ 1,099</b>	<b>\$ 17,342</b>	<b>\$ 235,627</b>

Transfers for the fiscal year ended March 31, 2023 from assets in the course of construction were from Mobile Expansion, FTTH, number of customer installations from Sales Jobs. These assets are expansion to our current Fiber Network and Mobile Network.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 12. RIGHT-OF-USE ASSETS

	Tower space	Office space	Total
<b>Cost</b>			
Balance at April 1, 2023	\$ 1,878	\$ 689	\$ 2,567
Addition	686	-	686
Balance at March 31, 2024	<u>2,564</u>	<u>689</u>	<u>3,253</u>
<b>Accumulated Depreciation</b>			
Balance at April 1, 2023	1,195	572	1,767
Addition	468	117	585
Balance at March 31, 2024	<u>1,663</u>	<u>689</u>	<u>2,352</u>
<b>Net Book Value</b>			
<b>March 31, 2024</b>	<u><u>\$ 901</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 901</u></u>
	Tower space	Office space	Total
<b>Cost</b>			
Balance at April 1, 2022	\$ 1,878	\$ 689	\$ 2,567
Addition	-	-	-
Balance at March 31, 2023	<u>1,878</u>	<u>689</u>	<u>2,567</u>
<b>Accumulated Depreciation</b>			
Balance at April 1, 2022	822	427	1,249
Addition	373	145	518
Balance at March 31, 2023	<u>1,195</u>	<u>572</u>	<u>1,767</u>
<b>Net Book Value</b>			
<b>March 31, 2023</b>	<u><u>\$ 683</u></u>	<u><u>\$ 117</u></u>	<u><u>\$ 800</u></u>

Right-of-use assets relate to leased office space, tower space, and vehicles, with the exception of short-term leases and leases of low-value assets. Leases are recognized on the statement of financial position as a right-of-use asset and a corresponding lease liability at the date on which the leased asset is available for use by the Group.

Leases of tower space, tower room and office space are generally limited to a lease term of between 3 to 5 years, with the exception of three tower space leases with terms extended between 15-20 years. Leases relating to motor vehicles are for 3 years.

Each lease generally imposes a restriction that, unless there is a contractual right for the Group to sublet the asset to another party, the right-of-use asset can only be used by the Group. The Group is prohibited from selling or pledging the underlying leased assets as security. For leases related to tower and office spaces, the Group must keep these properties in a good state of repair and return the properties to their original state and condition at the end of the lease term.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 12. RIGHT-OF-USE ASSETS (CONTINUED)

	<u>2024</u>	<u>2023</u>
<b>Lease liabilities:</b>		
Current	\$ 150	\$ 424
Non-current	930	494
	<u>\$ 1,080</u>	<u>\$ 918</u>

The maturity analysis of undiscounted lease liabilities recognised on the Group balance sheet are as follows:

	Lease payments	Finance charges	Net present value
Within one year	\$ 363	\$ 52	\$ 311
Between one and two years	227	32	195
Between two and three years	157	36	121
Between three and four years	125	28	97
Between four and five years	103	22	81
Due after five years.	313	38	275
	<u>\$ 1,288</u>	<u>\$ 208</u>	<u>\$ 1,080</u>

Amounts recognized in the consolidated statement of comprehensive income:

	<u>2024</u>	<u>2023</u>
Interest expense included in finance expense	\$ 52	\$ 95
Short-term and low-value leases included in operating cost	\$ 393	\$ 393

The total cash outflow relating to leases in the financial year ended March 31, 2024 was \$632,000 (2023 - \$606,000).

### 13. INTANGIBLE ASSETS

	<u>2024</u>	<u>2023</u>
<b>Cost</b>		
Balance at, beginning of year	\$ 50,542	\$ 57,703
Additions	1,517	3,953
Transfer	-	154
Reclassification	17,699	-
Disposal	-	(11,432)
Acquisition of subsidiary	-	164
Carried forward, ending of year	<u>69,758</u>	<u>50,542</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 13. INTANGIBLE ASSETS (CONTINUED)

	<u>2024</u>	<u>2023</u>
<b>Accumulated amortization and impairment</b>		
Balance at, beginning of year	34,940	39,422
Charge for the year	4,896	6,868
Reclassification	14,267	-
Disposal	-	(11,432)
Acquisition of subsidiary	-	82
Carried forward, ending of year	<u>54,103</u>	<u>34,940</u>
Carrying amount		
As at March 31	<u>\$ 15,655</u>	<u>\$ 15,602</u>

Intangible assets consist of purchased software mainly for billing, value-added services and licenses relating to Microsoft products and any additional software utilised by the Group.

### 14. OTHER NON-CURRENT ASSET

#### *(I) Americas Region Caribbean*

	<u>2024</u>	<u>2023</u>
<b>Cost</b>		
Balance at, beginning of year	\$ 8,103	\$ 8,103
Additions	-	-
Carried forward, ending of year	<u>8,103</u>	<u>8,103</u>
<b>Accumulated amortization and impairment</b>		
Balance at, beginning of year	6,757	6,413
Charge for the year	343	344
Carried forward, ending of year	<u>7,100</u>	<u>6,757</u>
Carrying amount		
As at March 31	<u>\$ 1,003</u>	<u>\$ 1,346</u>

BTL is a party to the Americas Region Caribbean Ring System (ARCOS-1), an optical fiber submarine cable system available to facilitate the provision of international telecommunication services in the region. The original project cost was approximately \$801.7 million, of which BTL funded \$8.006 million.

The ARCOS-1 system became operational in March 2002. Its total cost is being amortized over its estimated service life of twenty-five years, commencing March 2002.

#### *II. Intra-Group Shares*

	<u>2024</u>	<u>2023</u>
BTL Telemedia Investments Limited, a Group subsidiary, holds 500 ordinary shares in Belize Telemedia Limited at a cost.	<u>\$ 3</u>	<u>\$ 3</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 15. TRADE AND OTHER PAYABLES

	<u>2024</u>	<u>2023</u>
Trade payables	\$ 774	\$ 3,213
Foreign telephone network administrations payable	146	174
Interest payable	501	676
License fees	4,378	5,561
Other payable	12,478	12,282
	<u>18,277</u>	<u>21,906</u>
Less: non-current portion	(500)	(404)
	<u>\$ 17,777</u>	<u>\$ 21,502</u>

### 16. BORROWINGS

	<u>2024</u>	<u>2023</u>
Atlantic Bank Limited loan for BZ\$30 million, secured by certain properties, payable within seven years, with the payment of interest only during the first three years with the principal and interest during the remaining four years. BZ\$2 million is repayable with interest at 7% per annum. BZ\$4 million (US\$2 million) is repayable with interest at 6.25%. Repayment of principal consists of 8 semi-annual instalments of BZ\$3.75 million, exclusive of interest.	\$ 7,500	\$ 15,000

Amount drawn down on a 12-year loan of USD\$17.5 million (BZD\$35 million) from Taiwan International Cooperation and Development Fund (Taiwan ICDF), secured by majority shareholders, with payment of interest only at 5.5% per annum for the first three years, and principal and interest during the remaining nine years. Repayment of principal will consist of 18 semi-annual instalments of US\$972 thousand, exclusive of interest.	23,263	27,222
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St. John's Credit Union Limited bank loan for BZ\$3.5 million, secured by fixed deposits and certain property, with interest at 5.75% per annum, repayable in six years, with payment of interest only during the first year and principal and interest during the remaining five years. Repayment of principal will consist of 60 monthly instalments of BZ\$67.9 thousand, inclusive of interest.	1,097	1,760
	<u>31,860</u>	<u>43,982</u>
Less: current portion	(12,150)	(12,115)
	<u>\$ 19,710</u>	<u>\$ 31,867</u>



# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 16. BORROWINGS (CONTINUED)

Loan amounts repayable are as follows:

	<u>2024</u>
2024-2025	\$ 12,150
2025-2026	4,155
2026-2027	3,889
2027-2028	3,889
2028 thereafter	7,777
	<u>\$ 31,860</u>

### 17. CUSTOMER DEPOSITS

Customer deposits comprise of upfront payments made by customers as security deposits. These security deposits are refundable at the end of the service contract, less any damage incurred on the property. Customer deposits also consist of funds owed to customers for transacting in mobile wallet services. These wallet deposits can be withdrawn at any time.

### 18. PREFERENCE SHARES

	<u>2024</u>	<u>2023</u>
Authorized, issued and fully paid: 48,500,000 4% non-redeemable, cumulative preference shares of \$1 par value	<u>\$ 48,500</u>	<u>\$ 48,500</u>

### 19. ORDINARY SHARES

	<u>2024</u>	<u>2023</u>
Authorized: 100,000,000 ordinary shares of \$1 par value including 1 Special Share of \$1 par value	<u>\$ 100,000</u>	<u>\$ 100,000</u>
Issued and fully paid: 49,551,652 ordinary shares of \$1 par value and 1 Special Share of \$1 par value	<u>\$ 49,552</u>	<u>\$ 49,552</u>

### 20. SHARE PREMIUM

In July 2007, a rights issue was offered to shareholders at \$3 per share. As a result of this offer, an additional 8,216,725 Ordinary Shares were issued. After the transaction was completed, the average share price was \$2.859 due to the discount offered when payments were made in US dollars.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 21. CAPITAL RESERVE - NON DISTRIBUTABLE

At the close of business, on May 29, 2007, the assets and liabilities of Belize Telecommunications Limited were vested in Belize Telemedia Limited. Within the Belize Telemedia Limited financial statements, at that date, the non-distributable portion of the excess of total assets less total liabilities, less equity shares issued and fully paid, was placed in a Non-Distributable Capital Reserve.

### 22. REVENUES FROM CUSTOMERS

	<u>2024</u>	<u>2023</u>
Fixed internet and voice services	\$ 77,554	\$ 72,900
Mobile and wallet services	57,703	59,594
Roaming and international settlements	<u>8,784</u>	<u>11,058</u>
	<u>144,041</u>	<u>143,552</u>
ICT services	6,401	6,428
Other operating revenue	<u>2,446</u>	<u>2,044</u>
	<u>\$ 152,888</u>	<u>\$ 152,024</u>

### 23. OPERATING COST

	<u>2024</u>	<u>2023</u>
Facilities and infrastructure	\$ 55,591	\$ 60,848
General and administrative	37,082	34,718
Network and operation fees	26,300	26,553
Net remeasurement of expected credit losses	<u>1,839</u>	<u>(1,395)</u>
	<u>\$ 120,812</u>	<u>\$ 120,724</u>

### 24. TAXATION

In accordance with the 9th Schedule of the Income and Business Tax Act, as revised, the Group is subject to business tax at a rate of 1.75% on gross revenue receipts from Internet and Data Services and Non-Telecommunication Services, internet protocol television and cable television services, 19% on gross revenue receipts from telecommunication services, and 3% on gross revenue receipts relating to rent.

Telemedia Free Zone operates under an approved Designated Processing Area (DPA) status. Benefits include exemptions from customs and excise duties, consumption tax, trade turnover tax and property and land tax.

Government of Belize amended the Income and Business Tax Act (amendment No. 25 of 2019, effective January 1, 2020) indicating that no income tax shall be payable upon the chargeable income of a company, other than a company engaged in petroleum operations. The Government of Belize is in the process of updating the Income and Business Tax Act, Chapter 55 of the Laws of Belize, Revised Edition 2020, to provide for further clarity regarding tax status with respect to DPA's.

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 24. TAXATION (CONTINUED)

A general sales tax of 12.5% is levied on goods and services. The General Sales Tax (GST) is a tax on consumer spending that is collected in stages, at the point of importation of the business purchases and on the sales of the business' good and services when the goods are sold or service is provided. The payment of tax on purchases and collection of tax on sales are netted monthly and the net tax paid to the Government of Belize. The tax is consistently excluded from the cost of goods sold of the Group.

### 25. EARNINGS PER SHARE

Basic Earnings per Share is calculated by dividing the net profit for the year attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding.

Diluted Earnings per Share is calculated by dividing the net profit for the year attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding adjusted for its dilutive potential.

	<u>2024</u>	<u>2023</u>
<b>Profit attributable to ordinary shareholders (basic and diluted)</b>		
Profit for the year attributable to Ordinary Shareholders	\$ 24,956	\$ 21,628
Effect of dividends paid on cumulative Preference Shares	(1,940)	(1,940)
<b>Profit for the year attributable to Ordinary Shareholders (basic)</b>	<u>23,016</u>	<u>19,688</u>
Dilutive effects	-	-
<b>Profit for the year attributable to Ordinary Shareholders (diluted)</b>	<u>\$ 23,016</u>	<u>\$ 19,688</u>
<b>Weighted-average number of Ordinary Shares (basic and diluted)</b>		
Outstanding Ordinary Shares	\$ 49,552	\$ 49,552
Effect of Intra-group shares (held by subsidiary companies)	(3)	(3)
<b>Weighted average number of Ordinary Shares (basic)</b>	<u>49,549</u>	<u>49,549</u>
Dilutive effects	-	-
<b>Weighted average number of Ordinary Shares (diluted)</b>	<u>\$ 49,549</u>	<u>\$ 49,549</u>
<b>Earnings per share (basic)</b>	<u>\$ 0.46</u>	<u>\$ 0.40</u>
<b>Earnings per share (diluted)</b>	<u>\$ 0.46</u>	<u>\$ 0.40</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 26. DIVIDENDS

The following dividends were declared by the Company:

	<u>2024</u>	<u>2023</u>
Final dividend for the year ended March 31, 2023 at 0.20 cents per Ordinary Share (March 31, 2022 - 0.13 cents per share)	\$ 9,911	\$ 6,441
Final dividend for the year ended March 31, 2023 at 4 cents per cumulative Non-Redeemable Preference Share (March 31, 2022 - 4 cents per share)	1,940	1,940
	<u>\$ 11,851</u>	<u>\$ 8,381</u>

### 27. COMMITMENTS

#### Capital commitments

	<u>2024</u>	<u>2023</u>
Capital expenditure authorized and contracted:		
MIND billing system	\$ 833	\$ 696
FTTH/ NBP	1,775	3,064
MS E365	-	4,708
Huawei	2,589	3,497
NetSuite	1,621	-
Security and cloud solution	1,253	-
other projects	498	3,363
	<u>\$ 8,569</u>	<u>\$ 15,328</u>

### 28. RELATED PARTY TRANSACTIONS

The Government of Belize (GOB) owns 49.3% of the Ordinary Shares and 100% of the Preference Shares of the Company (Parent). The Belize Social Security Board owns 34.3% of the Ordinary Shares of the parent company. GOB is also the majority shareholder of Belize Electricity Limited.

The following transactions were carried out with related parties:

#### (a) Sales of goods and services

	<u>2024</u>	<u>2023</u>
Sales of services:		
- Belize Social Security Board	\$ 1,211	\$ 1,245
- Government of Belize	15,896	14,010
- Belize Electricity Limited	3,017	2,903
- Belize Water Services Limited	504	524
	<u>\$ 20,628</u>	<u>\$ 18,682</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 28. RELATED PARTY TRANSACTIONS (CONTINUED)

Goods and services are sold to related parties on the same terms and conditions that would be available to third parties.

#### (b) Purchases of goods and services

	<u>2024</u>	<u>2023</u>
Purchase of services:		
- Entities controlled by key management personnel	\$ 481	\$ 4
- Belize Electricity Limited	5,410	5,100
- Belize Water Services Limited	214	121
	<u>\$ 6,105</u>	<u>\$ 5,225</u>

Goods and services are bought from related parties on normal commercial terms and conditions.

#### (c) Key management compensation

The total remuneration paid to key management which includes executive and non-executive directors was:

	<u>2024</u>	<u>2023</u>
Salaries and other short-term benefits	\$ 6,251	\$ 6,146
Termination benefits/ post-employment benefits	163	167
	<u>\$ 6,414</u>	<u>\$ 6,313</u>

#### (d) Year-end balances arising from sales and purchases of goods and services:

	<u>2024</u>	<u>2023</u>
Receivable from related parties:		
- Government of Belize	\$ 1,632	\$ 555
- Belize Social Security Board	60	66
- Belize Electricity Limited	15,647	18,815
- Belize Water Services Limited	86	70
	<u>\$ 17,425</u>	<u>\$ 19,506</u>

Receivables from related parties arise mainly from the sale of telecommunication, data and related services and are due in the month following the date of sale, except for the sale of dark fiber to BEL under a finance lease agreement. Receivables are unsecured and bear no interest, except for the sale of dark fiber.

	<u>2024</u>	<u>2023</u>
Payable to related parties:		
- Belize Electricity Limited	\$ 407	\$ 325
- Belize Water Services Limited	17	11
	<u>\$ 424</u>	<u>\$ 336</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

### 29. CATEGORIES OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES

The following table shows the carrying amounts of financial assets and financial liabilities of each category of financial instruments held by the Group:

	<u>2024</u>	<u>2023</u>
<b>Financial assets at amortized cost</b>		
Cash and cash equivalents	\$ 35,250	\$ 22,527
Short-term investments	10,000	-
Trade receivables	22,458	23,399
Other receivables	10,190	13,008
Financial lease receivable - net	14,343	15,159
<b>Total financial assets</b>	<u>\$ 92,241</u>	<u>\$ 74,093</u>
<b>Financial liabilities at amortized cost</b>		
Trade and other payables	\$ 18,277	\$ 21,906
Lease liabilities	1,080	918
Customer deposits	723	400
Borrowings	31,860	43,982
Dividends payable	6,829	5
<b>Total financial liabilities</b>	<u>\$ 58,769</u>	<u>\$ 67,211</u>

### 30. CAPITAL MANAGEMENT POLICIES AND PROCEDURES

The Group's objectives when managing capital are to maintain a strong capital base so as to maintain investor, creditor and market confidence, to sustain future development of the business, to maintain an optimal capital structure and to reduce the cost of capital.

In order to maintain or adjust the capital structure, the Group may adjust the amounts of dividends paid to shareholders, issue new shares or sell assets to reduce debt.

The Group monitors capital using a ratio of 'debt to equity'. Debt is calculated as total liabilities as shown in the statements of financial position. Total capital is calculated as total equity as shown in the statements of financial position.

The Group's policy is to keep the ratio below 2.00. The Group's 'debt to equity' ratio at March 31 was as follows:

	<u>2024</u>	<u>2023</u>
Total liabilities	\$ 82,733	\$ 89,146
Total equity	\$ 267,529	\$ 254,424
<b>Debt to equity ratio</b>	<u>0.31</u>	<u>0.35</u>

# BELIZE TELEMEDIA LIMITED

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED) FOR THE YEARS ENDED MARCH 31, 2024 AND 2023 (IN THOUSANDS OF BELIZE DOLLARS)

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### 31. CONTINGENCIES

Litigation - The Company is subject to various legal proceedings and claims that arise in the ordinary course of business operations. Management believes that the amount of liability, if any, from these actions would not have a material effect on the Company's financial position or results of operations. However, the following legal matters continue to require keen attention and consultation with the Company's attorneys to minimize exposure:

- (a) Claim No. 751 of 2019, Oscar Gongora v Belize Telemedia Limited was filed by a former employee Oscar Gongora against BTL seeking severance payments of \$34,344. On July 30, 2021, the claim was dismissed by the Supreme Court. Mr. Gongora has filed an appeal in respect of the High Court's decision. On January 25, 2023, the Court of Appeal handed down its decision in favor of Mr. Gongora and the matter was remitted to High Court to be heard by a different judge. The matter has not yet been assigned a judge of the High Court.
- (b) Claim No. 514 of 2011 International Telecommunications Company Limited ("INTELCO") v Belize Telemedia Limited was filed against the Company for \$49.1 million purportedly as a remainder of the purchase price for assets allegedly purchased by BTL INTELCO also seeks damages in the alternative for alleged breach of contract. The application was heard and a decision remains outstanding to be handed down. This matter is still outstanding and the Claimant has taken no further steps in the claim.
- (c) Claim No. 560 of 2020, Erven Marin et al v Belize Telemedia Limited and Civil Appeal No. 5 of 2023 relating to employee severance claims against BTL. On May 20, 2024, the Court of Appeal ruled in favor of BTL (in part) and in favor of the former employees (in part). Severance is to be paid to some employees and prescribed cost was order in part to BTL and in part to the former employees. The claimants filed an application for leave to appeal the decision of the Court of Appeal to the Caribbean Court of Justice (CCJ). The application now awaits a date in the next session in the Court of Appeal.
- (d) Claim No 190 of 2023 Belize Telemedia Limited v Public Utilities Commission. This claim is for a judicial review regarding PUC's decision to grant BTL a 2 year Individual License in December 2022 instead of renewing BTL's previous license for a 5 year term. The claim was dismissed by the High Court. BTL filed an appeal on March 25, 2024, and awaiting the matter to be called up by the Court of Appeal.

### 32. EVENTS AFTER THE REPORTING PERIOD

No adjusting or significant non-adjusting events have occurred between the March 31, 2024 reporting date and date of authorization.



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**BELIZE COMPANIES & CORPORATE AFFAIRS REGISTRY**

**CERTIFICATE OF REGISTRATION**

The Belize Companies & Corporate Affairs Registry HEREBY CERTIFIES, pursuant to the BELIZE COMPANIES ACT, 2022 all requirements in respect of registration have been complied with.

**BELIZE TELEMEDIA LIMITED**

Registration Number **000021455**

Former Registration Number **9497**

Private Company is this day registered in the Register.

A Certified True Copy

For Registrar of Companies and Corporate Affairs  
Belize Companies and Corporate Affairs Registry

Date: 25 / 10 / 2024



Dated this  
14 of September 2006  
Certificate No. CERT-REG-23/33076



Deputy Registrar  
Belize Companies & Corporate  
Affairs Registry



**BELIZE COMPANIES AND CORPORATE AFFAIRS REGISTRY  
BELMOPAN, BELIZE**

**CERTIFICATE OF INCORPORATION**

IN THE MATTER OF THE COMPANIES ACT, Chapter 250 of the  
Substantive Laws of Belize, Revised Edition 2000;

AND IN THE MATTER of the application for registration and for a  
Certificate of Incorporation BELIZE TELEMEDIA LIMITED

IT IS HEREBY CERTIFIED THAT

**BELIZE TELEMEDIA LIMITED**

is this day registered and incorporated as a limited liability company pursuant to  
the provisions of the aforesaid Companies Act.


GIVEN under my hand and the seal of the Belize Companies and Corporate  
Affairs Registry this 14<sup>th</sup> day of September, 2006.

  
CATHERINE SMITH (MRS.)  
FOR REGISTRAR GENERAL  
AND REGISTRAR OF COMPANIES



x  14/9/06

A Certified True Copy

  
For Registrar of Companies and Corporate Affairs  
Belize Companies and Corporate Affairs Registry

Date: 25/10/2024



**BELIZE COMPANIES & CORPORATE AFFAIRS REGISTRY**

**DETAILED EXTRACT ABOUT COMPANY**

**REQUEST INFORMATION**

**Business Entity Registration No.** 000021455  
**Extract Date and Time** 25/01/2024 12:49:14 (time zone GMT-6)  
**Extract Ordered by** Balderamos Arthurs LLP

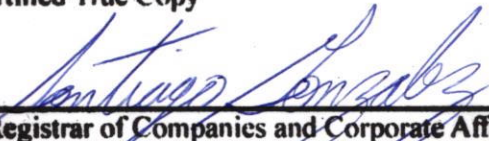
**BUSINESS ENTITY PARTICULARS**

**Name** BELIZE TELEMEDIA LIMITED  
**Business Entity Category** Private Company  
**Former Registration No.** 9497  
**Status** Active  
**Registration Date** 14/09/2006  
**Last Change Date** 25/01/2024  
**Accounting Date** 30/06  
**Business Operates Solely in Belize** YES

**REGISTERED OFFICE ADDRESS**

**Address** Belize, Belize, City, Esquivel Telecom Centre, St. Thomas Street  
**Contacts** **E-mail:** ira@balderamosarthurs.com **Phone Number:** 2233049

A Certified True Copy



For Registrar of Companies and Corporate Affairs  
Belize Companies and Corporate Affairs Registry

Date: 25/10/2024



## GENERAL NATURE OF THE BUSINESS

Business Activity Class

6190 - Other Telecommunications Activities

Main Activity

YES

## DIRECTORS

1	<b>Full Name</b>	Marconi Devane Leal
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 07/12/2020
2	<b>Full Name</b>	Jose Antonio Urbina
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 07/12/2020
3	<b>Full Name</b>	Jermie Jack Usher
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 07/12/2020
4	<b>Full Name</b>	Michael Anthony Hyde
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 03/03/2021
5	<b>Full Name</b>	Nigeli Lisha Sosa
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 03/03/2021
6	<b>Full Name</b>	Emogene Haydee Habet
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 03/03/2021
7	<b>Full Name</b>	Markhelm Jude Lizarraga
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 07/12/2020
8	<b>Full Name</b>	Eric David Eusey
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 01/10/2012
9	<b>Full Name</b>	Narda Elizabeth Garcia
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 31/07/2023
10	<b>Full Name</b>	Arturo Ricardo Vasquez
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 22/11/2023



A handwritten signature in cursive script, reading "Santiago Gonzalez".

## SHAREHOLDERS

1	<b>Department</b>	Ministry of Finance
	<b>Description</b>	
	<b>Contacts</b>	<b>E-mail:</b> kawich@livedigi.com <b>Phone Number:</b> 2238292
	<b>Address</b>	Belize, Cayo, City, City of Belmopan
	<b>Relation</b>	<b>From</b> 28/08/2009
2	<b>Department</b>	Social Security Board
	<b>Description</b>	
	<b>Contacts</b>	<b>E-mail:</b> kawich@livedigi.com <b>Phone Number:</b> 2238292
	<b>Address</b>	Belize, Cayo, City, Belmopan
	<b>Relation</b>	<b>From</b> 26/11/2010
3	<b>Department</b>	Central Bank of Belize
	<b>Description</b>	
	<b>Contacts</b>	<b>E-mail:</b> kawich@livedigi.com <b>Phone Number:</b> 2238292
	<b>Address</b>	Belize, Belize, City, Belize
	<b>Relation</b>	<b>From</b> 17/06/2011
4	<b>Full Name</b>	Ghassan Mahmoud Hamze
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 24/10/2023
5	<b>Country</b>	Belize
	<b>Registration No.</b>	000000527
	<b>Name</b>	ZIGGY INVESTMENTS LIMITED
	<b>Contacts</b>	<b>E-mail:</b> erienne@hotchnco.com <b>Phone Number:</b> 6146607
	<b>Address</b>	Belize, Belize, Belize City, #8 Signa Yorke Street, Belama Phase 1
	<b>Relation</b>	<b>From</b> 02/11/2023
6	<b>Full Name</b>	Corinth Irene Lewis
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 21/12/2023
7	<b>Full Name</b>	Idolly Micere Lewis
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 21/12/2023
8	<b>Full Name</b>	Charles Omari Lewis
	<b>Nationality</b>	Belizean
	<b>Relation</b>	<b>From</b> 21/12/2023



*Santiago Sanchez*

## SHARE CAPITAL

Authorized Shares Unlimited	NO
Authorized Shares (Max)	148500000
Share Capital Type	Par Value
Share Capital	148,500,000.00 BZD

## SHARE DETAILS

1	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	10000
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	Corinth Irene Lewis, Idolly Micere Lewis, Charles Omari Lewis
	<b>Allotment Date</b>	21/12/2023
2	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	2200
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	ZIGGY INVESTMENTS LIMITED
	<b>Allotment Date</b>	02/11/2023
3	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	3500
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	Ghassan Mahmoud Hamze
	<b>Allotment Date</b>	24/10/2023
4	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	4000000
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	Central Bank of Belize
	<b>Allotment Date</b>	17/06/2011
5	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	17000000
	<b>Value per Share in Share Capital Currency</b>	
	<b>Shareholder</b>	Social Security Board
	<b>Allotment Date</b>	26/11/2010
6	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	72917274
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	Ministry of Finance



*Santiago Sanchez*

NOTE. Information printed from the Register is true and complete as per extract generation date and time. Please be advised to refer to Online Business Registry System for an up-to-date information regarding given business entity.



*Santiago Senzaly*



**BELIZE COMPANIES & CORPORATE AFFAIRS REGISTRY**

**INCUMBENCY**

**I HEREBY CERTIFY THAT BELIZE TELEMEDIA LIMITED**  
**(Incorporation No: 000021455)** a Private Company Limited by Shares was duly incorporated on the 14/09/2006.

**SHARE DETAILS**

1	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	10000
	<b>Value per Share in Share Capital</b>	1
	<b>Currency</b>	
	<b>Shareholder</b>	Corinth Irene Lewis, Idolly Micere Lewis, Charles Omari Lewis
	<b>Allotment Date</b>	21/12/2023
2	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	2200
	<b>Value per Share in Share Capital</b>	1
	<b>Currency</b>	
	<b>Shareholder</b>	ZIGGY INVESTMENTS LIMITED
	<b>Allotment Date</b>	02/11/2023
3	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	3500
	<b>Value per Share in Share Capital</b>	1
	<b>Currency</b>	
	<b>Shareholder</b>	Ghassan Mahmoud Hamze
	<b>Allotment Date</b>	24/10/2023
4	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	4000000
	<b>Value per Share in Share Capital</b>	1
	<b>Currency</b>	
	<b>Shareholder</b>	Central Bank of Belize
	<b>Allotment Date</b>	17/06/2011
5	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	17000000
	<b>Value per Share in Share Capital</b>	
	<b>Currency</b>	



Deputy Registrar, Belize Companies & Corporate Affairs



	<b>Shareholder</b>	Social Security Board
	<b>Allotment Date</b>	26/11/2010
6	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	72917274
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	Ministry of Finance
	<b>Allotment Date</b>	28/08/2009
7	<b>Class of Shares</b>	Ordinary (Common) Shares
	<b>Number of Shares</b>	10037
	<b>Value per Share in Share Capital Currency</b>	1
	<b>Shareholder</b>	Ralph Eric Leslie, Karl Raymond Leslie Jr.
	<b>Allotment Date</b>	09/04/2024

### SHAREHOLDERS

1	<b>Department</b>	Ministry of Finance
	<b>Description</b>	
	<b>Contacts</b>	<b>E-mail:</b> kawich@livedigi.com <b>Phone Number:</b> 2238292
	<b>Address</b>	Belize, Cayo, City, City of Belmopan
	<b>Relation</b>	<b>From</b> 28/08/2009
2	<b>Department</b>	Social Security Board
	<b>Description</b>	
	<b>Contacts</b>	<b>E-mail:</b> kawich@livedigi.com <b>Phone Number:</b> 2238292
	<b>Address</b>	Belize, Cayo, City, Belmopan
	<b>Relation</b>	<b>From</b> 26/11/2010
3	<b>Department</b>	Central Bank of Belize
	<b>Description</b>	
	<b>Contacts</b>	<b>E-mail:</b> kawich@livedigi.com <b>Phone Number:</b> 2238292
	<b>Address</b>	Belize, Belize, City, Belize
	<b>Relation</b>	<b>From</b> 17/06/2011
4	<b>Full Name</b>	Ghassan Mahmoud Hamze
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, City, 5705 Lizarraga Avenue
	<b>Relation</b>	<b>From</b> 24/10/2023



*Santiago Gonzalez*

5	<b>Country</b>	Belize
	<b>Registration No.</b>	000000527
	<b>Name</b>	ZIGGY INVESTMENTS LIMITED
	<b>Contacts</b>	<b>E-mail:</b> erienne@hotchnco.com <b>Phone Number:</b> 6146607
	<b>Address</b>	Belize, Belize, Belize City, #8 Signa Yorke Street, Belama Phase 1
	<b>Relation</b>	<b>From</b> 02/11/2023
6	<b>Full Name</b>	Corinth Irene Lewis
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, Belize City, 5556 Baymen Avenue
	<b>Relation</b>	<b>From</b> 21/12/2023
7	<b>Full Name</b>	Idolly Micere Lewis
	<b>Nationality</b>	Belizean
	<b>Address</b>	United States, North Carolina, 27278, 6817 Guess Rd., Hillsborough
	<b>Relation</b>	<b>From</b> 21/12/2023
8	<b>Full Name</b>	Charles Omari Lewis
	<b>Nationality</b>	Belizean
	<b>Address</b>	United States, Edmonton, Alberta, T5Y 3C4, 4304 152 Avenue, USA
	<b>Relation</b>	<b>From</b> 21/12/2023
9	<b>Full Name</b>	Ralph Eric Leslie
	<b>Nationality</b>	American
	<b>Address</b>	United States, AL, 36345, 328 County Road, 32 East Headland
	<b>Relation</b>	<b>From</b> 09/04/2024
10	<b>Full Name</b>	Karl Raymond Leslie Jr.
	<b>Nationality</b>	American
	<b>Address</b>	United States, Florida, 33417, 5107 Ellery Terrace, West Palm Beach
	<b>Relation</b>	<b>From</b> 09/04/2024

**DIRECTORS**

1	<b>Full Name</b>	Marconi Devane Leal
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, City, 13 Princess Margaret Drive
	<b>Relation</b>	<b>From</b> 07/12/2020



*Santiago Sanchez*

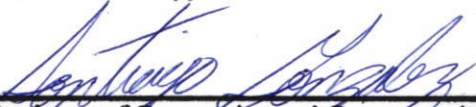
2	<b>Full Name</b>	Jose Antonio Urbina
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Orange Walk, Town, 36 Benque Viejo Street
	<b>Relation</b>	<b>From</b> 07/12/2020
3	<b>Full Name</b>	Jermie Jack Usher
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Cayo, City, 1 Tangelo Street, City of Belmopan
	<b>Relation</b>	<b>From</b> 07/12/2020
4	<b>Full Name</b>	Michael Anthony Hyde
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, City, Partridge Street, 15
	<b>Relation</b>	<b>From</b> 03/03/2021
5	<b>Full Name</b>	Nigeli Lisha Sosa
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, City, 1590 Seashore Drive
	<b>Relation</b>	<b>From</b> 03/03/2021
6	<b>Full Name</b>	Emogene Haydee Habet
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Cayo, Town, 68 1/2 Western Highway, San Ignacio
	<b>Relation</b>	<b>From</b> 03/03/2021
7	<b>Full Name</b>	Markhelm Jude Lizarraga
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, City, 23 Albert Street West
	<b>Relation</b>	<b>From</b> 07/12/2020
8	<b>Full Name</b>	Eric David Eusey
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Belize, City, 5908 3rd Avenue, Buttonwood Bay
	<b>Relation</b>	<b>From</b> 01/10/2012
9	<b>Full Name</b>	Narda Elizabeth Garcia
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Corozal, Town, Finca Solana, Corozal
	<b>Relation</b>	<b>From</b> 31/07/2023
10	<b>Full Name</b>	Moises Cal
	<b>Nationality</b>	Belizean
	<b>Address</b>	Belize, Cayo, City of Belmopan, 2 Tiger Street
	<b>Relation</b>	<b>From</b> 01/05/2024



*Santiago Sanchez*

**GIVEN** under my hand and seal of the Belize Companies and Corporate Affairs Registry  
this date 17/06/2024.

A Certified True Copy



**For Registrar of Companies and Corporate Affairs  
Belize Companies and Corporate Affairs Registry**

Date: 25 / 10 / 2024



Deputy Registrar, Belize Companies & Corporate Affairs

**Section B**

*vi) "Please provide a copy of every current contract with each class of customer and every proposed form of contract with every proposed customer."*

Please see attachments



## AMENDMENT TO DIGI GENERAL TERMS & CONDITIONS

This Amendment to the Belize Telemedia Limited General Terms and Conditions (this “**Amendment**”) is a legal agreement between you (either a natural person or a corporate person you are representing, hereinafter “**You**” or “**Your**”) and Belize Telemedia Limited and Belize Telemedia Limited’s subsidiaries (hereinafter “**Digi**”) and sets forth amendments to the Belize Telemedia Limited General Terms and Conditions regarding Digi’s disclosure of Your Personal Data. This Amendment is effective as of the date when this Amendment is published on [www.livedigi.com](http://www.livedigi.com) (the “**Effective Date**”).

1. In this Amendment:

**“Personal Data”**

Means data which relates to You which allows You to be identified from:

- (a) that data; or
- (b) from that data together with other information which is in the possession of, or is likely to come into the possession of Digi; and includes but is not limited to:
  - i. a copy of Your Social Security Card;
  - ii. a copy of the biodata page of Your Passport;
  - iii. a copy of Your Driver's licence;
  - iv. a copy of Your Detailed Extract issued by the Belize Companies and Corporate Affairs Registry; and
  - v. Your address.

**“Personal Data Breach”**

Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**“Services”**

Means:

- (a) the telecommunication services provided to You by Digi on and after the Effective Date; and



(b) the telecommunications services provided to You by Digi prior to the Effective Date.

2. In this Amendment:

- 2.1 words in the singular include the plural and vice versa unless the context requires otherwise;
- 2.2 any words that follow “include”, “includes”, “including”, “in particular” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.3 a reference to a “person” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
- 2.4 a reference to “writing” or “written” includes any method of reproducing words in a legible and non-transitory form (including e-mail).

3. As of the Effective Date, the Belize Telemedia Limited General Terms and Conditions for Digi's provision of the Services to You and Your use of the Services, shall be read, construed and interpreted as amended by this Amendment.

4. By using the Services, You agree and You consent to Digi disclosing Your Personal Data and Your contact details (telephone number; email address; address of abode; address of employer) to Credit Master Systems Limited, a company duly incorporated and existing under the laws of Belize, and whose registered office is situated at #11 Douglas Jones Street, Belize City, Belize (hereinafter “**CMS**”):

- 4.1 for the purpose of CMS contacting You to notify You of sums owed by You to Digi for the Services, including the taking of such matters as are incidental and or connected thereto; or
- 4.2 for the purpose of CMS contacting You and arranging for Your payment of sums due to Digi; or
- 4.3 for the purpose of CMS serving You with Court processes for commencing a claim against You in the Courts of Belize or in any other jurisdiction, for Digi and or CMS's recovery of sums owed by You to Digi for the Services; or



- 4.4 for the purpose of Digi and or CMS checking and determining Your credit worthiness, rating or status and Your ability to pay Your bills as and when they become due.
5. By using the Services, You agree and You consent to Digi disclosing Your Personal Data and Your contact details (telephone number; email address; address of abode; address of employer) to any person that succeeds CMS as Digi's debt collection agent, or to any person who in addition to CMS, acts as Digi's debt collection agent (hereinafter "**Successor Agency**"):
  - 5.1 for the purpose of the Successor Agency contacting You to notify You of sums owed by You to Digi for the Services, including the taking of such matters as are incidental and or connected thereto; or
  - 5.2 for the purpose of the Successor Agency contacting You and arranging for Your payment of sums due to Digi; or
  - 5.3 for the purpose of the Successor Agency serving You with Court processes for commencing a claim against You in the Courts of Belize or in any other jurisdiction, for Digi and or the Successor Agency's recovery of sums owed by You to Digi for the Services; or
  - 5.4 for the purpose of Digi and or the Successor Agency checking and determining Your credit worthiness, rating or status and Your ability to pay Your bills as and when they become due.
6. By using the Services, You agree to provide Digi with any changes to Your Personal Data and Your contact details (telephone number; email address; address of abode; address of employer).
7. You have the right to withdraw Your consent to Digi disclosing Your Personal Data for the purposes mentioned at *Clause 4* and *Clause 5*, by providing Digi with a written notice of Your withdrawal of consent, and such written notice can be delivered to any of Digi's offices in Belize. The withdrawal of Your consent pursuant to this *Clause 7* shall entitle Digi at Digi's sole discretion, to immediately terminate the Services supplied to You.
8. Digi shall take all reasonable measures to prevent Personal Data Breaches by Digi. Digi shall not be liable for any Personal Data Breach concerning Your Personal Data which is caused by CMS or any Successor Agency. Your recourse to any such Personal Data Breach by or affecting CMS and or any Successor





Agency shall be under the Data Protection Act and against CMS and or the Successor Agency.

9. This Amendment is subject to any Data Protection policy for Your Personal Data which Digi may from time to time implement and publish on [www.livedigi.com](http://www.livedigi.com).

## GENERAL TERMS AND CONDITIONS

These terms of service (“**Agreement**”) are a legal agreement between you (either an individual or an entity that you are representing, hereinafter “You”, “Your”, or “Customer”) and Belize Telemedia Limited and its subsidiaries (collectively “We”, “Us” “BTL” “Digi” or “Company”). This Agreement sets out certain terms applicable to the Company’s acceptance of the use of its services and any related products or services (“**Services**”) provided to the Customer. BTL shall not be bound by any terms and conditions belonging to or secured by the Customer, in connection with any other services received elsewhere.

### 1. DEFINITIONS

1.1 The following definitions shall apply to this Agreement:

- “Agreement”** Means the agreement made between BTL and its subsidiaries (collectively “BTL” or “Digi”) and the Customer and which incorporates any:
- (a) Order Form;
  - (b) Service Order Addendums;
  - (c) Price Lists;
  - (d) These General Terms and Conditions.
  - (e) Any terms and conditions or Service Literature provided to the Customer from time to time;
  - (f) Any documents referred to in any of these General Terms and Conditions; and
  - (g) Any Service Level Agreement applicable to the Service.
- “Customer”** Means any natural person or legal person and includes any public body, corporate entity and any body of persons to whom BTL has agreed to provide a Service.
- “Installation Charge”** Means a onetime charge payable by the Customer in connection with the installation of a Service.
- “Law”** Means:
- (a) Any law, statute, regulation, by-law or subordinate legislation in force from time to time to which the Customer or BTL is subject;
  - (b) The common law and laws of equity as applicable to the Customer and BTL from time to time;
  - (c) Any binding court order, judgment or decree;
  - (d) Any applicable industry code, policy or standard;
  - (e) Any applicable direction, policy rule or order that is binding on BTL and which is made or given by any regulatory authority having jurisdiction over BTL or any of BTL’s assets, resources or business.

<b>“Order Form”</b>	Means an order form, signed by the Customer, with respect to a Service or Services requested by the Customer and other relevant information concerning the relationship between BTL and the Customer.
<b>“Recurring Charges”</b>	Means charges determined by BTL that are payable on a monthly basis by the Customer in connection with the Service.
<b>“Responsible Person”</b>	Has the meaning prescribed at <i>Clause 19</i> .
<b>“Service”</b>	Means any telecommunication services, internet services or any other services provided by BTL to the Customer specified in an Order Form or other applicable document forming part of this Agreement.
<b>“Service Literature”</b>	Means any brochure, customer guide, description or instructions, including but not limited to those on all DigiCell Sim Packs, or any other documentation as may be published from time to time by BTL in connection with the provision or use of the Service.
<b>“Service Order Addendum”</b>	Means a Service order agreed to by Customer subsequent to the initial Service order.
<b>“Tariff Schedule”</b>	Means BTL’s schedule that stipulates certain charges, as varied by BTL from time to time, and which are payable in respect of the provision of a Service, which shall be made available to the public at BTL’s main offices and through other media.
<b>“Treasury Bill”</b>	Means a negotiable debt obligation issued by the Government of Belize from time to time and backed by its full faith and credit, having a maturity date in the future.
<b>“Usage Charges”</b>	Means the variable charges associated with the use of the Service.

1.2 In this Agreement:

- 1.2.1 Words in the singular include the plural and vice versa unless the context requires otherwise.
- 1.2.2 Any words that follow *“include”, “includes”, “including”, “in particular”* or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- 1.2.3 The clause headings and other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.

- 1.2.4 A reference to “*writing*” or “*written*” includes any method of reproducing words in a legible and non-transitory form (including e-mail).

## **2. EXPRESS DECLARATION:**

2.1 The Customer expressly declares and agrees that:

- 2.1.1 Prior to signing the contract for the supply of Services, BTL provided the Customer with all information that the Customer requested on the subject of the characteristics of each and every one of the Services offered by BTL, and that BTL has informed the Customer of the conditions, quality, reliability and the limitations of the Services;
- 2.1.2 That the Customer is aware of and accepts that the Services may be affected or suffer from interference, technical problems which BTL does not have control over, or that there may be cuts or interruptions in accordance with the applicable legal regulations;
- 2.1.3 That the Customer is aware of and accepts the rates and prices established by BTL for the contracted Services;
- 2.1.4 That the Customer has received a copy of the contract and the documents that comprise it in print or electronic form at time of signing the contract;
- 2.1.5 Electronic signatures used shall have the same legal validity and enforceability as a manually executed signature;
- 2.1.6 The Customer’s signatory (where the Customer is a body corporate), is duly authorized by the Customer to enter into this binding Agreement on behalf of the Customer, and that the Customer (where the Customer is a body corporate) shall be liable and fully responsible for payments for all Services provided to the Customer.

## **3. APPLICATION FOR SERVICE**

- 3.1 A request by any person for the provision of a new Service must be made in writing.
- 3.2 Applicants will be required to apply on the Order Forms provided by BTL and satisfy all the requirements stated therein.
- 3.3 Requests for Services other than a new Service must also be made in writing, but do not necessarily require the use of the Order Forms provided by BTL. These should be signed by the person in whose name the account will be issued.
- 3.4 The Customer shall promptly provide BTL (free of charge) with all information which may be reasonably required from time to time to enable BTL to proceed expeditiously with the performance of its obligations under this Agreement.
- 3.5 All information provided by or on behalf of the Customer must be true to the best of the Customer’s belief and any Customer who is found to have obtained his/her Service by fraudulent means will be reported to the police or other public authority for further investigation, and the Services will be disconnected in accordance with *section 9 (Termination)* of this Agreement.

#### **4. PROVISION OF TELECOMMUNICATION SERVICE**

- 4.1 All Services are subject to availability.
- 4.2 BTL will make every effort to provide the Service requested within a reasonable time, provided all the necessary facilities are available and the Customer has complied with its obligations hereunder. This includes a telephone exchange that has a distribution network of cables and lines near the site where the Service is required. Where these facilities are not available, an alternative method for the provision of Service may be offered to the Customer, with the additional cost of such provisioning to be borne by the Customer (e.g. additional wires). Any alternative method of providing Service will be offered at the prevailing rental rates for this type of equipment.
- 4.3 Services are generally available from all exchanges. However, when a requested Service cannot be provided, the Customer's application will be placed on a waiting list, pending the availability of the facilities. Every effort will be made to provide the Service required as soon as reasonably possible. Customers will be advised in writing when placed on the waiting list.
- 4.4 External access to the Customer's property will be overhead, except where the Customer provides underground conduits from the property boundaries to the building.
- 4.5 BTL will provision Services to the Service Entrance point and up to the Customer defined Network Interface Device ("NID"). The "**Service Entrance**" is the point that defines the end of BTL's NID and the beginning of the Customer's wiring within the premises. The NID may or may not be located on Customer premises but will always have the unified characteristic of being dedicated exclusively to a single Customer.
- 4.6 All wiring done in a Customer's premises shall be surface wiring, except in those cases where the Customer provides conduits and the necessary boxes for telephone jacks. Conduits must be placed to facilitate the installation process and for future maintenance if the Customer's premises where the Services are being provided have false ceilings or subterranean access areas.
- 4.7 The provision of any Service means that the Customer has been allocated a BTL customer account number. Payment of any and all charges for the use of the Services provided by BTL and billed to the Customer's assigned account number are the sole responsibility of the Customer.

#### **5. OBLIGATIONS OF THE CUSTOMER**

- 5.1 The Customer shall only use a Service in accordance with such conditions as BTL may indicate in writing from time to time.
- 5.2 The Customer shall not use any Service as a means of communication for a purpose which is specifically prohibited under this Agreement or in Law.
- 5.3 The Customer shall be responsible for and maintain in an unaltered state, the Service. The Customer shall be responsible for technical failures in the Service or failures which are caused to BTL's telecommunication network if the Customer has made any modifications to the Services on its own, and such modifications are the cause of such failures.

5.4 The Customer shall be responsible for the acts and omissions of all users of the Services which are provided to the Customer.

## **6. SERVICE CHARGES**

6.1 The Customer shall pay BTL all applicable charges, Installation Charges, Recurring Charges and Usage Charges (collectively “the **Charges**”) as specified in BTL’s Tariff Schedule, in consideration for the provision of a requested Service by BTL to the Customer.

6.2 The Services shall be provided at business rates where the Customer is a business, business place, body corporate, or the location where the Services are provided to the Customer is a place where the Customer conducts going a concern or profession.

6.3 The Services shall be provided at residential rates where the Services are being provided for private residential or domestic purposes.

6.4 BTL may increase or decrease the Charges at any time and details of any such changes will be available from BTL’s main offices, via the media and from BTL’s official website ([www.livediqi.com](http://www.livediqi.com)) prior to implementation. BTL shall take reasonable steps to bring such changes to the Customer’s attention and in accordance with the rules established in the *Telecommunications Interconnection Regulations (Amended), 2010 Order* and any other Law.

6.5 Any governmental assessments, fees and taxes imposed by Law shall be billed to the Customer receiving a Service. Such assessments, fees or taxes will be separately stated on bills for payment.

## **7. RENDERING AND PAYMENT OF ACCOUNTS**

7.1 Installation Charges shall be payable in advance of the installation of a Service.

7.2 Recurring Charges shall be payable on a monthly basis unless otherwise stipulated in this Agreement or BTL’s Tariff Schedule. A proportionate part of the Recurring Charges calculated on a pro-rata daily basis shall be payable for Services which are terminated by the Customer before the end of a billing cycle.

7.3 Usage Charges shall be payable by the Customer in arrears in respect of the usage of any Service (whether with or without the Customer’s authority). Usage Charges shall be calculated by reference to data recorded or logged by BTL or where applicable, supplied to BTL by another network operator, and not by reference to any data recorded or logged by the Customer. BTL shall prepare and send invoices for Usage Charges due at the end of each billing period. If a Service is terminated before the end of a billing cycle, a proportionate part of the recurring charges shall be payable, calculated on a pro-rata daily basis.

7.4 The Customer shall be liable for all charges for calls originating from the telephone number(s) for which are listed or included in the Customer’s assigned account with BTL for Services, and also for collect calls and third-party calls where charges have been accepted by the users of the telephone number(s) which are listed or included in the Customer’s assigned account with BTL for Services.

7.5 PostPaid and/or Corporate Customers who purchase TopUp PrePaid credits by billing the cost of such credits to their assigned BTL customer account(s) shall not be eligible for the bonus credits offered during BTL’s promotions.

- 7.6 All bills are due for payment when rendered. All Charges shall be paid on or before the due date stipulated on the Customer's bill.
- 7.7 Failure to receive a bill showing the amount owing by the Customer to BTL shall not relieve the Customer from the responsibility of making prompt and timely payment of such amount to BTL.
- 7.8 The Customer whose name appears on BTL's records is responsible for the payment of accounts for Services charged. Bills for all Charges will be rendered to that Customer and not to his tenants or anyone else unless specific authority is given in writing to do so. In cases where the person registered to a Service has died, the Responsible Person will continue to use the assigned Service, as indicated in accordance with *Clause 19* of this Agreement.
- 7.9 If objection in writing is not received by BTL within fifteen (15) days after a bill is rendered, such bill shall be deemed to be correct and binding upon the Customer. In the event the Customer disputes any invoiced charges, the Customer shall pay in full, all charges invoiced by the due date and submit written notification in the form of an email to [digihelp@livedigi.com](mailto:digihelp@livedigi.com) and to [ebill@livedigi.com](mailto:ebill@livedigi.com) with "**Notice of Billing Dispute**" in the subject line of the email. Such email notification must include the Customer's contact information, the assigned BTL customer account number, specific amount in dispute, detailed supporting reasons for dispute and any supporting documentation. BTL shall respond in writing, within thirty (30) calendar days of receiving a dispute notification from Customer. Any dispute resolved in favor of Customer shall be credited as appropriate on the next available invoice. The Customer shall be notified in writing that the charges have been deemed valid and legitimate and the dispute shall be considered resolved by both parties, if any disputed amounts are deemed to be correct as billed and in compliance with this Agreement. In such cases, if there should be any amount due from the Customer relating to the dispute, then all such amounts shall be due and payable immediately. BTL reserves the right to delay the resolution of any and all billing disputes and/or credits if the Customer's assigned BTL account is in arrears or otherwise not in good standing.
- 7.10 Unless otherwise specified in this Agreement, payment of all sums due under this Agreement shall be made within thirty (30) days of the date of the relevant billing period.
- 7.11 Without prejudice to BTL's other rights under the Law, BTL reserves the right to charge the Customer interest at two percent (2%) per month on all outstanding amounts if payment remains outstanding for more than thirty (30) days following the due date. Interest shall continue to accrue on any outstanding amount not withstanding termination of this Agreement for any cause whatsoever.

## 8. CREDIT POLICY AND DEPOSIT

- 8.1 BTL has a responsibility to all its Customers to take reasonable precautions against default of payment and has activated a credit policy which is designed to monitor the use of all existing BTL Customer assigned accounts. To this end, credit limits are instituted to ensure that BTL Customer assigned accounts do not incur outstanding amounts to the detriment of the Customer and BTL. Usage over

and above the credit limit will require a payment or the Service may be restricted or terminated.

- 8.2 Upon signing any Agreement, the Customer shall pay such sums as BTL may stipulate by way of a deposit. If a deposit is required, the Customer will be notified at the time of applying for the Service and the deposit will be payable immediately. Deposit requirements may be increased if, in the opinion of BTL, the Customer's usage characteristics or circumstances warrant an increase.
- 8.3 Deposits held by BTL shall accrue interest at the going Treasury Bill rate as established from time to time.
- 8.4 The deposit will be refundable twelve (12) months after the date of the original payment (together with such interest, if any), provided that the Customer has not been disconnected for any reason during this period, and there is no other reason warranting the retention of the deposit.
- 8.5 Where a Service has been terminated by the Customer, the deposit will be refundable subject to deductions in respect of any amounts then payable by the Customer under *Clause 7* herein or any other liability incurred by BTL as a result of the Customer's failure to comply with this Agreement.

## **9. TERMINATION**

- 9.1 Except as otherwise stipulated, either party shall be entitled to terminate this Agreement by giving not less than one (1) month prior written notice of such intention to terminate.
- 9.2 Without prejudice to BTL's other rights under the Law, BTL may immediately terminate this Agreement by providing written notice to the Customer if:
  - 9.2.1 The Customer provided BTL with false, inaccurate or misleading information for the purposes of obtaining Service;
  - 9.2.2 The Customer does not make material use of the Service for a significant period including Prepaid Mobile Customers with no recharge in a ninety (90) day period on their mobile number; or
  - 9.2.3 BTL has— reason to suspect:
    - 9.2.3.1 any unlawful use of a Service that is provided to the Customer,
    - 9.2.3.2 unauthorized use, fraud or misconduct in connection with the Customer or any third party's use of the Service that is provided to the Customer ;
    - 9.2.3.3 tampering with BTL's equipment or Services by the Customer or any person who has access to the Services that are provided to the Customer; or
    - 9.2.3.4 The Customer is in breach of any Law or order of a regulatory authority or any terms of this Agreement.

## **10. CONSEQUENCES OF TERMINATION**

- 10.1 On termination of this Agreement, all outstanding Charges shall be immediately payable by the Customer.
- 10.2 If this Agreement is terminated prior to the expiry of the initial contract period, the Customer shall pay such cancellation charges as may apply by way of liquidated damages for early termination.



- 10.3 Upon termination of this Agreement for any reason whatsoever, the Customer shall where applicable, and during normal working hours, permit or procure permission for BTL to gain access to the location where the Service was installed for the purpose of BTL removing any equipment belonging to BTL.
- 10.4 BTL may bring an action against the Customer to recover any payment that remains outstanding by the Customer following the termination of Service.

## **11. RESPONSIBILITY/SECURITY FOR COMMUNICATION EQUIPMENT**

- 11.1 All Service equipment provided or leased by BTL to the Customer shall remain the property of BTL. The Customer is responsible for any damage to, or loss of, equipment rented from BTL and will be charged in the event of such damage or loss.
- 11.2 All distribution cables and junction boxes installed by BTL on the property occupied by the Customer or the property where the Services are being provided to the Customer shall remain the property of BTL. The Customer is responsible for ensuring that these items are secured to prevent unauthorized access, loss or damage.

## **12. ALLOCATION AND USE OF TELEPHONE NUMBER/NUMBER PORTABILITY**

- 12.1 Subject to any statutory or license provisions relating to number portability, the Customer shall not acquire any rights whatsoever in any telephone number that is assigned or allocated to the Customer by BTL, and the Customer shall not make any attempt to apply for registration of the same as a trade or service mark, whether on his own or in conjunction with some other works or trading style.
- 12.2 BTL may for commercial, operation or technical reasons or in order to comply with the requirement of any competent authority, withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer provided that reasonable notice is given.

## **13. RESTRICTION AND SUSPENSION OF SERVICE FOR NON-PAYMENT**

- 13.1 BTL reserves the right to restrict or suspend any Service provided to the Customer at any time, should the Customer fail to make payment of any monies due to BTL for any Service provided. Full Recurring Charges will be charged during the period of restriction.
- 13.2 Restriction or suspension of Service will result if the Customer does not pay its bill by the due date. In those cases where full payment to the Customer's BTL assigned account is not made, Services on the account may be restricted. Services will only be restored when the arrears on the Customer's assigned account with BTL for Services and the restoration fee has been paid in full.
- 13.3 Should any default be made in the payment of charges for Services provided to the Customer's BTL assigned account, BTL shall be entitled to refuse to provide any Service in the future.
- 13.4 If no payment is received on or before the expiration of 7 (seven) days after restriction or suspension for non-payment, BTL reserves the right to remove all BTL equipment from the Customer's premises.

- 13.5 A Customer whose Service has been terminated or suspended due to the non-payment of a bill shall be required to settle all amounts due and must comply with the requirements which apply to the restoration of Service.
- 13.6 BTL reserves the right to restrict, suspend or terminate any Service to a Customer who damages or destroys any BTL equipment used to provide the Service. BTL will discontinue or terminate any Customer who makes or permits use to be made of BTL's telecommunication equipment, poles, lines or otherwise in a manner or for a purpose which is not authorized by BTL or is contrary to these Terms and Conditions of Service, any Service Literature, the Law or who performs activities deemed by BTL to constitute an infringement of BTL's license to provide Services.
- 13.7 BTL may bring an action against the Customer to recover any payment that remains outstanding by the Customer following suspension of Service.

#### **14. EXTERNAL REMOVAL OR TRANSFER OF SERVICE**

- 14.1 Telecommunication equipment will be installed where first directed by the Customer. A change to any other location will be charged at BTL's standard rates.
- 14.2 The same terms and conditions apply for an external removal as the terms which apply to providing new Service. A non-refundable fee will be charged for the transfers.
- 14.3 The Customer is required to apply for any external removal or transfer of a Service at least thirty (30) days prior to the date Service will be required at the new address. Any outstanding bill at the old address will remain as part of the Customer's assigned account balance.

#### **15. TRANSFER OF CUSTOMER'S SERVICE**

- 15.1 BTL will allow an existing Service to be transferred from one Customer to another Customer upon the following conditions:
  - 15.1.1 Receipt by BTL of the certified written consent of the existing Customer and the proposed transferee Customer;
  - 15.1.2 Payment of all amounts due to BTL for Service to the existing Customer; and
  - 15.1.3 Payment by the proposed transferee Customer of all amounts owed to BTL for any previous Service to him.
- 15.2 The transferee Customer shall be deemed to have accepted all the terms and conditions of Service which applied to the transferor Customer.
- 15.3 Notwithstanding *Clause 15.2*, if the transferee Customer is not an existing Customer, that Customer shall be required to comply with the requirements of BTL's credit policy which applies to new customers.

#### **16. LIABILITY**

- 16.1 BTL shall make all reasonable efforts to provide smooth, uninterrupted Services. However, where Services are interrupted, the Customer agrees that BTL shall not be held liable for any damages, loss, loss of profits (whether direct

- or indirect), loss of business or anticipated savings, or for any incidental, indirect or consequential loss or damage which is caused by the failure, malfunction, omissions, interruptions, delay, and loss of privacy, error or defect in the Service.
- 16.2 BTL shall not be held liable whether in contract, tort or otherwise for any harm or injury or loss resulting from the Customer's acquisition and or use of a Service and the Customer shall indemnify and hold BTL harmless from any claims (including attorney's fees and other costs of litigation or defense) resulting from use of a Service causing direct or indirect harm or injury to another person or property.
  - 16.3 In no event will BTL be liable for the acts, omissions or delays of third party vendors who are contracted by BTL to install the Services.
  - 16.4 BTL makes not warranty whatsoever, including any warranty regarding the merchantability or fitness for purpose in respect of the Services.
  - 16.5 BTL shall not be liable for and shall be fully indemnified by a Customer against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of BTL trademarks, service marks or any other injury to any person, property or entity arising out of the material, data or information transmitted using the Service.

## 17. REPAIRS

BTL does not guarantee the lifespan of its equipment and lines but undertakes to make repairs in a reasonably timely manner to all equipment and lines that are reported faulty and replace the equipment and lines that are not repairable for the duration of the Service.

## 18. INFORMATION ABOUT DIRECTORY

- 18.1 Changes in the information contained in a telephone directory for subsequent directory listings should be notified in writing to BTL. A standard listing will consist of a Customer's name, registered address and telephone number.
- 18.2 One standard listing only, is allowed without extra charge in respect of each exchange line, Cellular and E-mail provided to a Customer. Extra listings are allowed on payment of a fixed Charge to BTL.
- 18.3 BTL will provide one standard listing only for fax numbers in the fax portion of the directory. On payment to BTL of the approved rate, Customers may have an additional fax listing in the white pages.
- 18.4 Standard listings and extra listings may be inserted in heavy type upon payment to BTL of the applicable Charge which is determined by BTL.
- 18.5 A copy of every issue of a telephone directory is supplied free of charge for each telephone number(s) that a Customer has.
- 18.6 Notwithstanding a directory listing, a Customer's telephone number may be changed at any time as the exigencies of BTL's business may reasonably require. Reasonable advance notice of a changed number will be given to a Customer.
- 18.7 "**Unlisted Service**" means that the Customer's telephone number is not listed in a telephone directory, nor is it available through the Directory Assistance Service offered by BTL. A charge will be made for this service. BTL makes every effort

to maintain the confidentiality of unlisted numbers. This confidentiality is not extended to BTL's Caller ID Service, unless a Customer applies for Caller Line ID Restriction ("CLIR"). Where BTL agrees to keep a Customer's telephone number unlisted, it does so without obligation. BTL will not accept liability for any damages which may arise from erroneously publishing such a number in a telephone directory or for accidental disclosure.

- 18.8 BTL's liability for any errors or omissions in any directory listing is limited to the charges made for the listing itself.

## 19. DEATH OF CUSTOMER

In the event of the death of a Customer, unless BTL is notified of such death and directed to discontinue the Services as of a specified date, the person occupying the premises where the deceased Customer's Services is located (the "**Responsible Person**"), shall be liable to BTL for all Charges for the use of any Services provided.

## 20. ROAMING SERVICES

- 20.1 BTL will make its best efforts to coordinate the implementation and maintenance of Roaming Services in conjunction with the telecommunication company(s) that provide the mobile service in the country to which the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL are traveling to. BTL shall not be liable for damages caused by the interruption of the Service caused by the service provided by the mobile network operator providing telecommunication services in the country visited by the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL. Likewise, BTL will make its best efforts to guarantee to the Customer a satisfactory international service, according to the established terms and conditions and the service level agreement established by the service provider of the Roaming service in the country that is visited by the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL.
- 20.2 During roaming, the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL may experience conditions of service different from the conditions under which BTL provides the Services to the Customer. However, conditions under which those Services are provided in a foreign country shall not differ substantially from those under which BTL provides the Services to the Customer.
- 20.3 The mobile network operator providing telecommunication services in the country visited may without liability, suspend or terminate all or any of its services to roaming subscriber Customer in circumstances where it would suspend or terminate those services to its own subscribers, including but not limited to:
- (i) Subscribers using equipment which is defective or illegal; or
  - (ii) Subscribers causing any technical or other problems on its Public Mobile Network; or
  - (iii) Suspected fraudulent or unauthorized use; or
  - (iv) Authentication of the subscription not being possible; or
  - (v) Maintenance or enhancement of its Public Mobile Network

## **21. SOLIDARITY GUARANTOR**

BTL may require the constitution of a guarantor and joint guarantor of the obligations assumed by the Customer at the time of installation or activation of the Services, which will undertake to respond to the Company with its present and future assets in case of any breach thereof. Failure to pay one or more of the monthly installments or any other charges assumed by the Customer, shall put the Customer in default of full entitlement, being demanded the entire debt, without the need for any judicial or extrajudicial formalities and without a deadline for that the Company exercises its right to payment.

## **22. LOST OR STOLEN EQUIPMENT**

If your SIM card or cell phone is stolen or lost, you must report the loss to BTL. You may be required to provide evidence of such loss or theft, such as a letter from the police department or public authority and any additional documentation, for purposes of suspension of Services and avoidance of unwanted consumption. BTL will deactivate the Services upon being notified of the loss or theft of the equipment. You are responsible for all Charges in the Services until such time as the loss of equipment report is recorded by the Company.

## **23. WAIVER**

No failure to exercise and/or delay by BTL in exercising any right or remedy pursuant to this Agreement shall operate as a waiver of such right.

## **24. SEVERABILITY**

If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. BTL may replace any section or condition that is not legally effective with a clause or condition of similar meaning that is.

## **26. GENERAL**

26.1 Some Customers may receive a Service pursuant to a written contract with BTL. When such written contract exists, contract terms which are different from the general terms and conditions contained in this Agreement shall govern the Services provided to a Customer. Terms and Conditions of Services contained in this Agreement which are not inconsistent with the written contract shall also apply.

26.2 BTL reserves the right to update and change any of the terms of this Agreement from time to time. You are expected to check our website page ([www.livedigi.com](http://www.livedigi.com)) from time to time to take notice of any changes we make to this Agreement, as such updates are legally binding on you. Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on our website or written documents issued to you.

## **25. GOVERNING LAW AND JURISDICTION**

Provision of the Services and these terms and conditions of this Agreement shall be governed by, construed under, and enforced in accordance with the Laws of Belize.

For any action to enforce any right or remedy of this Agreement, the Customer and BTL consent to the exclusive jurisdiction and venue in the Courts of Belize.

## MOBILE SERVICES TERMS & CONDITIONS OF USE

These terms of service ("**Agreement**") is a legal agreement between you (either an individual or an entity that you are representing, hereinafter "**You**", "**Your**", or "**Customer**") and Belize Telemedia Limited and its subsidiaries (collectively "**We**", "**Us**" "**BTL**" "**DigiCell**", "**Digi**" or "**Company**"). This Agreement sets out certain terms applicable to the use of mobile telephone services and the use of uSIM Cards and eSIM Cards issued by BTL to You for use on BTL's mobile telecommunications network ("**SIM Cards**"). By purchasing or using a SIM Card, You agree to be bound by this Agreement.

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

<b>"DigiCell TopUp"</b>	Means direct top up, prepaid cards (including DigiCell tele cards) and e-Pins.
<b>"eSIM Card"</b>	Means a programmable SIM Card that is embedded directly in a mobile phone device instead of an integrated circuit located on a removable universal integrated circuit card, typically made of PVC, and used to access BTL's mobile telecommunications network. An eSIM Card consists of software installed onto an eUICC chip permanently attached to a mobile device.
<b>"Law"</b>	Means: <ul style="list-style-type: none"><li>(a) any law, statute, regulation, by-law or subordinate legislation in force in Belize from time to time to which BTL and or You is subject;</li><li>(b) the common law and laws of equity as applicable to BTL and or You from time to time;</li><li>(c) any court order, judgment or decree that is binding on BTL and or You;</li><li>(d) any applicable industry code, policy or standard; or</li><li>(e) any applicable direction, policy, rule or order that is binding on BTL and or You and that is made or given by any regulatory body having jurisdiction over BTL and or You or any of BTL or Your assets, resources or business.</li></ul>

<b>“OffNet”</b>	Means calls made or SMS messages sent from a SIM Card to a telephone number which is not a DigiCell telephone number.
<b>“OnNet”</b>	Means calls made or SMS messages sent from a SIM Card to a DigiCell telephone number.
<b>“Postpaid Services”</b>	Means any of the mobile telecommunication services provided to You by BTL which You are required to pay for after having used such services.
<b>“Prepaid Services”</b>	Means any of the mobile telecommunication services provided to You by BTL which You are required to pay for before using such services.
<b>“SIM Cards”</b>	Means both uSIM Cards and eSIM Cards issued by BTL for use on BTL's mobile telecommunications network, and SIM Card means either a uSIM Card or an eSIM Card issued by BTL for use on BTL's mobile telecommunications network.
<b>“uSIM Card”</b>	Means a SIM Card which is an integrated circuit located on a removable universal integrated circuit card, typically made of PVC, and used for accessing BTL's mobile telecommunications network.

## 1.2 Interpretation

In this Agreement:

- 1.2.1 A reference to this Agreement includes its schedules, appendices and annexes (if any), and any document referred to or incorporated by reference.
- 1.2.2 A reference to a BTL and or You includes BTL and Your personal representatives, successors and permitted assigns.
- 1.2.3 A reference to a gender includes each other gender.
- 1.2.4 Words in the singular include the plural and vice versa unless the context requires otherwise.
- 1.2.5 Any words that follow “include”, “includes”, “including”, “in particular” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.6 The headings contained in this Agreement and the use of bold type are for ease of reference only and shall not affect its construction;



- 1.2.7 A reference to legislation is a reference to that legislation as in force as at the date of this Agreement OR amended, extended, re-enacted or consolidated from time to time.

## **2 SCOPE OF TERMS AND CONDITIONS**

By using a mobile telephone service or purchasing a SIM Card for use on BTL's mobile telecommunications network, You agree to be bound by the terms and conditions set forth in this Agreement.

## **3 CHANGES TO THESE TERMS AND CONDITIONS**

BTL may at its sole discretion, unilaterally change or amend these terms and conditions from time to time and any such change or amendment shall be effective upon such changes or amendments being published on BTL's website at [www.livedigi.com](http://www.livedigi.com).

## **4 DIGICELL POSTPAID SERVICE**

- 4.1 To use PostPaid services, You will need a SIM Card, that can be obtained from any of BTL's Digi Stores countrywide.
- 4.2 With BTL's DigiCell PostPaid Service, You shall pay a fixed monthly fee for the plan of Your choice.
- 4.3 You may choose from any DigiCell PostPaid plan, which are inclusive of OnNet and OffNet minutes, text, data, Value Added Features and Free Services.
- 4.4 Certain DigiCell PostPaid plans are subject to BTL's Fair Usage Policy. For additional information regarding BTL's Fair Usage Policy, please see *Clause 6* of this Agreement and or visit [www.livedigi.com/terms-and-conditions](http://www.livedigi.com/terms-and-conditions).
- 4.5 International Dialling, Voice and SMS Roaming are a default services that You will be able to use that will be charged based on usage and varying rates. You can also apply for International Data Roaming, purchase Data Roaming plans, text, voice, or data add-ons, if necessary, all of which are billable to Your account.

## **5 DIGICELL POSTPAID DATA ONLY PLANS**

- 5.1 BTL's DigiCell's PostPaid Data Only plans and Machine to Machine (M2M) plans offer You a monthly data plan inclusive of data only. Any OnNet or OffNet calls, or messages made will be billed to Your account and charged separately from Your monthly data plan price.
- 5.2 International Dialling, Voice and SMS Roaming are a default services that You will be able to use that will be charged based on usage and varying rates. You can also apply for International Data Roaming, purchase Data Roaming plans, text, voice, or data add-ons, if necessary, all of which are billable to Your account.

## **6 BTL FAIR USAGE POLICY**

- 6.1 Plans are for normal residential use only and are not for any commercial or other unauthorized use.
- 6.2 The use of text allowances for broadcast texts, advertising, spam or other commercial or unauthorized use is prohibited.
- 6.3 Your plan may be suspended or overage charges applied for excessive or commercial use outside of the Company's Fair Usage Policy.
- 6.4 The DigiNet Free Mobile PostPaid Plan, Starter, Lite and Plus PostPaid plans which include Free or Unlimited OnNet and OffNet Minutes are capped at 10,000 minutes (5,000 minutes for OnNet and 5,000 minutes for OffNet) as per the Fair Usage Policy. The Elite and Max Shared plans which include Unlimited OnNet and OffNet which are capped at 40,000 minutes (20,000 minutes for OnNet and 20,000 minutes for OffNet) as per the Fair Usage Policy. Usage exceeding this Fair Usage Policy will be charged at a low rate of \$0.10 OnNet or \$0.16 OffNet. These rates exclude General Sales Tax ("GST").
- 6.5 The Starter, Lite and Plus plans include Unlimited OnNet and OffNet Text capped at 10,000 minutes as per the Fair Usage Policy. The Elite and Max Shared plans include Unlimited OnNet and OffNet Text capped at 20,000 minutes as per the Fair Usage Policy. Usage exceeding this Fair Usage Policy will be charged at a low rate of \$0.05 OnNet and \$0.15 OffNet. These rates exclude GST.
- 6.6 In this *Clause 6*, OnNet refers to calls or messages sent to a Digi telephone number.
- 6.7 In this *Clause 6*, OffNet refers to calls or messages sent to Speednet Communications Limited ("Smart") numbers.

## **7 DIGICELL PREPAID SERVICE**

- 7.1 You may add value to Your PrePaid Service number in several values or recharge with any value ranging from \$1.00 (one Belize Dollar) to \$500.00 (five hundred Belize Dollars). This can be done using DigiCell TopUp.
- 7.2 The amount of usage credit You add onto Your account for PrePaid Services is Your choice. The minimum usage credit that can be added to Your account for Prepaid Services is \$1.00 (one Belize Dollars).
- 7.3 PrePaid Services shall not cause You to incur monthly bills for Prepaid Services.
- 7.4 To use PrePaid Services, You will need a SIM Card, which can be purchased at any of BTL's Digi Stores or authorized SIM agents countrywide.
- 7.5 SIM Cards that are used for PrePaid Services are subject to termination by BTL after 90 (ninety) days of no recharge. If no recharge is done within 90 (ninety) days, a warning shall be delivered to the telephone number associated with Your SIM Card, 5 (five) days before termination. To avoid termination of number, consistent credit recharge of Your usage credit is recommended.

## 8 SIM CARD PRICES

The prices for Your purchase of SIM Cards are the following:

<b>SIM Card Description</b>	<b>Price with Tax</b>	<b>Free Service</b>	<b>Expiration Date</b>
New PrePaid Service SIM Card	\$22.50	\$10 BONUS credit + 1024MB data	10 days
SIM Card Replacement	\$16.88	N/A	N/A
New PostPaid Service SIM Card	\$16.88	N/A	N/A

## 9 PREPAID SHORT CODES

Dial **\*100#** or **\*100** to access the full DigiCell Prepaid Service Menu of services. You can dial short codes to get direct access to convenient menu options. Use these short codes to make Your use of SIM Cards easy:

### GENERAL

- Dial **\*000#** for Customer Service
- Dial **\*130#** to select the Language of Your choice (English and Spanish)
- Dial **\*205#** to Check Your Mobile Number

### RECHARGE YOUR ACCOUNT OR FRIENDS AND FAMILY USE EITHER A PREPAID CARD OR E-PIN

- Dial **\*202#** to recharge or add value to Your account
- Dial **\*200#** followed by option 2 for a third Party Recharge. Send credit directly to friend or family's DigiCell Prepaid account using either a Prepaid card or e-PIN.

### CHECK BALANCE

- Dial **\*201#** for Your Account balance via flash message
- Text **BAL** to 100 to receive an SMS with Credit and Balance Notification

### DIGICELL FEATURES

- **CALL ME** - Dial **\*204#** to request a Call Me from a friend or family member
- **SEND CREDIT** - Dial **\*203#** to send credit directly to friend or family from Your primary balance

### PURCHASE DIGICELL PLANS

- Dial **\*300#** to purchase a Text Bundle or check Your text balance
- Dial **\*400#** to purchase a data plan or check Your data balance

## 10 DIGICELL MOBILE DATA

- 10.1 DigiCell mobile data gives You access to internet on Your mobile device. BTL's PostPaid Service and PrePaid Service plans give You the freedom to choose a plan to suit Your budget and lifestyle.
- 10.2 As a PrePaid customer, You can choose from any of BTL's PrePaid Service data plans or choose a monthly plan that is billed to Your account, while You maintain

- your PrePaid Service number. As a PostPaid customer, You can choose a Data Only Plan or a PostPaid plan including voice, text and data.
- 10.3 BTL's PrePaid Service data plans start as low as \$1.00 (one Belize Dollars) for 130MB.
  - 10.4 BTL's PostPaid Service Data Only plans start as low as \$28.11 monthly for 4.5GB of data.
  - 10.5 BTL's PostPaid Service customers get 8GB of LTE data for as low as \$55.13, including voice and text.
  - 10.6 You may also access Mobile data using a machine-to-machine Data plan or DigiNet free Mobile plan which includes data, as well as voice and text.
  - 10.7 You can access the Internet using Your same DigiCell PrePaid or PostPaid Service number when traveling abroad with DigiCell's Roaming Service.
  - 10.8 DigiCell's mobile services are subject to BTL's Acceptable Use and Fair Use Policies.

## **11 DIGICELL INTERNATIONAL ROAMING**

- 11.1 When traveling abroad, DigiCell's PostPaid Service and PrePaid Service customers can stay in touch with friends, family, and business associates.
- 11.2 You may use Your existing DigiCell cell phone number to make and receive calls and text messages while travelling overseas.
- 11.3 PostPaid Service customers must contact Digi Customer Service or visit a Digi Store to activate international Data roaming.
- 11.4 PrePaid Service customers activation of international roaming is free and automatic.
- 11.5 PostPaid and PrePaid customers can data roam with simplified data plans. Plans can be purchased prior to leaving Belize or while traveling. You can check Your PrePaid Services account balance and more while away from Belize, by dialling \*100# or accessing the DigiGo App. PostPaid Service customers can view their Roaming usage by accessing the DigiGo App.
- 11.6 You can check Your Voice Mail while traveling outside of Belize by doing the following:
  - 11.6.1 Dial +501-610-9134. If You are using a fixed line telephone, You will also need to dial the access code, for example in USA You will need to dial 011-501-610-9134.
  - 11.6.2 Upon hearing the welcome message, enter Your mobile number followed by the asterisk sign. Example- 610-9999\*
  - 11.6.3 You will be prompted to enter Your password followed by an asterisk. Example (6-8 characters)- 123456\*
  - 11.6.4 You will now have access to Your mailbox and You should follow the automated attendant.

11.6.5 If You forgot Your password, You can contact Digi Customer Service at +501-227-7626 or our 24-hour hotline at email [digihelp@livedigi.com](mailto:digihelp@livedigi.com) while roaming.

11.7 DigiCell has agreements with more than 200 GSM network operators worldwide. Network operators use different technology and radio bands so if You plan to travel, You are advised to visit [www.livedigi.com](http://www.livedigi.com) for country listing and network frequency of the country You are planning on visiting to ensure that Your phone will work in that area. It is recommended that You utilize a quad band device.

## **12 DIGICELL TEXT MESSAGING SERVICE**

You can send and receive SMS messages (text messages) to and from any mobile telecommunication subscriber in Belize and abroad.

## **13 DIGICELL TEXT BUNDLES**

DigiCell customers may purchase text bundles of 60, 150 or 1100 for as low as \$0.02 per text. PrePaid Service customers can dial \*100# and follow the on-screen instructions or dial \*100 for automated instructions to purchase a text bundle.

## **14 CREDIT MI**

Qualifying DigiCell PrePaid customers can receive credit advances between \$1.00 (one Belize Dollars) and \$20.00 (twenty Belize Dollars). Send the keyword "GET CREDIT" or "GETCREDIT" to +456 or 456 to get approved advance amounts and get up to 90 (ninety) days to repay. To qualify customers must be with DigiCell for at least 2 (two) months and recharged a minimum of \$6.00 (six Belize Dollars) per month.

## **15 D'LOOP**

You may opt to get the latest news updates, lottery results, horoscope and much more daily or on demand with BTL's D'loop service. Type "Start" along with keyword to get daily D'loop information or type "Get" along with keyword to get D'loop information only when You need it. For example send "Start News" or "Get News" to D'loop (35667). This service comes at an additional charge that will either be deducted from Your primary balance as a Prepaid customers or billed to Your account as a PostPaid customer.

## **16 PREPAID CELLULAR SERVICE FOR TOURISTS**

BTL's DigiCell mobile telephone service is available to tourist and visitors who want short-term mobile telephone service. For instance, a customer can use their GSM 850/1900 device and purchase a PrePaid SIM Card from any Digi Store or authorized retailers countrywide.

## **17 REGISTRATION OF SIM CARDS**

BTL is required by Law to record Your name, address and other particulars that sufficiently identify You as the owner of a SIM Card. You shall provide BTL with these details whenever You purchase a SIM Card.

## **18 WARRANTIES**

18.1 BTL makes no warranty in respect of the SIM Cards' fitness for any special or specific purpose which You use or intend to use the SIM Cards.

18.2 BTL warrants that the SIM Cards are provided to You by BTL in accordance with the Law.

## **19 BTL POLICIES**

BTL's from time to time concerning the use of SIM Cards and or BTL's mobile telecommunications network are incorporated into this Agreement by reference.

## **20 SEVERANCE**

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **21 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between You and BTL and supersedes all previous agreements, understandings, and arrangements between You and BTL in respect of its subject matter, whether in writing or oral. Both You and BTL acknowledge that either of BTL or You have not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

## **22 LAW AND JURISDICTION**

22.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the Laws of Belize.

22.2 The Courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

### **23 FURTHER INFORMATION**

For more information on DigiCell Services visit [www.livedigi.com](http://www.livedigi.com) or call 0-800-FOR-DIGI.

# SERVICES TERMS AND CONDITIONS

## SCOPE

These terms of service (“**Agreement**”) is a legal agreement between you (either an individual or an entity that you are representing, hereinafter “You”, “Your”, or “Customer”) and Belize Telemedia Limited and its subsidiaries (collectively “We”, “Us” “BTL” “Digi” or “Company”). This Agreement sets out certain terms applicable to the use of its telecommunication services, Internet services and any other services provided to the Customer. BTL shall not be bound by any terms and conditions belonging to or secured by the Customer, in connection with any other services received elsewhere.

The content and scope of these individual Services can be seen in the service literature, which, together with these terms and conditions, and the General Terms and Conditions which may be posted at <https://www.livedigi.com> and which are incorporated herein by reference, constitute the entire understanding between the Customer and BTL with respect to the Services provided herein and form the basis of the contractual relationship between the Customer and BTL. The Customer is deemed to have accepted these terms and conditions by activating, using or paying for any Service provided by BTL to the Customer. Customer acknowledges and understands that Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in these terms of service.

Unless otherwise stipulated, the contractual relationship herein between BTL and the Customer shall remain in force until all Services are cancelled and all sums due to BTL have been paid in full by the Customer.

## ACCEPTABLE USE POLICY

### 1) DEFINITIONS

- a. This Acceptable Use Policy (“**AUP**”) regulates the use of the Services and is also incorporated by reference into the BTL Website Terms and Conditions. Unless otherwise indicated, the terms defined in this AUP have the meanings set out in this Agreement. BTL may modify this AUP at any time and without prior notice.
- b. The Services offered by BTL can only be used for lawful purposes. You agree to comply with all Laws, rules and regulations in connection with your use of the Services. BTL reserves the right to refuse to provide the Services to any person. Any material or conduct which in BTL’s reasonable judgment, violates this AUP in any way can be removed from BTL’s servers (or otherwise disabled) without notice.



## 2) OBJECTIVES

- a. BTL provides to businesses and consumer users, a variety of telecommunication services, internet services and other services, including but not limited to, fixed voice services, fixed and mobile services, Digi AirNet, data services, information technology related products and services such services as internet access, content delivery services, electronic mail (email) packages and services, worldwide web hosting arrangements, online and internet-related telecommunication services (each, a "**Service**" and collectively the "**Services**").
- b. This AUP defines the acceptable use of the Services with a view to ensuring quality of service and the privacy of our Customers and the integrity, security, reliability and privacy of the BTL Network, systems, products, Services, server hosting facilities and data contained therein (collectively, the "**BTL Network**"). BTL's Customers ("**Customers**" who for the purposes of this policy, are defined as any party who purchases a Service from BTL, and "**Customer**" shall be construed accordingly) are required to comply with this AUP as a condition of receiving Services from BTL.
- c. BTL's Customers are solely responsible for the content and messages that they access, post, distribute or otherwise make available using the BTL Network.

## 3) PROHIBITED ACTIVITIES

- a. It is contrary to BTL's policy for any of its Customers or other service users to effect or participate in any of the activities listed below in *Clauses 4 and 5* (whether actual or attempted and whether directly or indirectly) through a service that is illegal under applicable Law, that is harmful to others, or that would subject BTL to liability, including without limitation, in connection with any of the activities in *Clauses 4 and 5* which is prohibited under this AUP.
- b. Each of the activities listed in *Clauses 4 and 5* below (each, a "**Prohibited Activity**") constitute an abuse of the BTL Network and such activities are prohibited.

## 4) POSTING OR SENDING

- a. Posting or sending messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "**List**").
- b. Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published Frequently Asked Questions ("FAQs") or descriptions of the List;
- c. Publishing mail bombs, chain letters or pyramid schemes;

- d. Sending unsolicited commercial messages or communications in any form ("SPAM").
- e. Phishing or engaging in identity theft.
- f. Distributing computer viruses, or other malicious code. For ease of reference, "**Virus**" means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information including all trojan horses, worms, spyware, logic bombs and any other similar files, scripts, agents things or devices which are malicious or technologically harmful (such as by way of a denial-of-service attack), and "**Viruses**" shall be construed accordingly.
- g. Distributing pornography or adult related content or offering any escort services.
- h. Promoting or facilitating violence or terrorist activities.
- i. Infringing the intellectual property or other proprietary rights of BTL or others.

#### 5) **FALSIFYING USER OR OTHER SERVICE INFORMATION**

- a. Falsifying user or other service-related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to BTL or to other service users or engaging in any activities or actions intended to withhold or cloak Customer's or its end users identity or contact information.
- b. Engaging in any other activity that:
  - i. Violates a Law or regulation (including, but not limited to, libel, slander, and invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights).
  - ii. Threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of Viruses, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware).
  - iii. Has the purpose of harming or attempting to harm minors in any way.

- iv. Attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage.
  - v. Otherwise degrades or interferes with other users' use of a Service.
  - vi. Breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - vii. Violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
  - viii. Engaging in any of the activities listed above in *paragraph 5(b) i to vii* by using another provider's service, but channeling the activity through a BTL account, remailer, or otherwise through a Service.
  - ix. The use of any lewd, offensive, profane, indecent, defamatory, libelous, slanderous, obscene, abusive, menacing, threatening, immoral words and/or phrases as part of a Customer's e-mail address and/or Universal Resource Locator ("URL") is strictly prohibited and BTL will not allow the use of any e-mail address(es) and/or URL(s) which contains such material.
- c. Any indirect or attempted violation of this AUP by a Customer or on behalf of a Customer or a Customer's end user, and any actual or attempted violation by a third party on behalf of a Customer or a Customer's end user, shall be considered a violation of this AUP by such Customer or Customer's end user.

## 6) RIGHTS AND REMEDIES

- a. If BTL determines that a Customer, its representatives or its end users have breached or failed to comply with this AUP or engaged (or permitted others to engage) in a Prohibited Activity, BTL may take such action as it deems appropriate. This may include all or any of the following:
  - i. Suspending and/or terminating a Customer's Service at any time.
  - ii. Issuing of a warning to a Customer.
  - iii. Commencing Legal proceedings against a Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of this AUP.
  - iv. Denying all traffic from known IP address blocks that support indiscriminate port scanning programs such as Proxy Hunter, or

other unlawful activity, for the purpose of preserving Customer's system and network resources.

- v. Undertaking further legal action against a Customer.
- vi. In the event of illegal activities, investigating and notifying the appropriate legal authorities.

## 7) **PRIVACY POLICY**

- a. If BTL receives a Court Order requiring BTL to reveal a Customer's identity to someone complaining that You have used the Services abusively, BTL will be entitled to do so. BTL will also be entitled to reveal your identity or other data BTL holds regarding your use of the Services to the police or other public authority if BTL is required to do so by Law.
- b. BTL will consider all cases and complaints according to their individual merits. BTL has the right to take action against you even where a complaint is made against you for breach of this AUP.
- c. BTL reserves the right to, where feasible; implement technical mechanisms to prevent a Prohibited Activity. In addition, BTL reserves the right to charge the Customer to cover administrative costs associated with the Prohibited Activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount equal to BTL's actual expenses incurred in preventing or responding to such activity.
- d. For complaints of SPAM only: In addition to any applicable charges described above in *paragraph 7(c)*, BTL reserves the right to charge the Customer the amount set forth under applicable Law or if no amount is specified \$20.00 (twenty Belize Dollars) per spam e-mail, such messages being not only annoying to internet users, but also seriously affecting the efficiency and cost-effectiveness of the BTL Network (they increase BTL costs by clogging the Network, rendering websites inaccessible and potentially leading to down time of Customers' mission-critical internet applications).
- e. Nothing in this AUP limits BTL's rights and remedies (available at Law or in equity) in any way with respect to any Prohibited Activity.

## 8) **PASSWORD PROTECTION**

Customers are responsible for protecting their password(s) and for any authorised or unauthorised use made of their password(s). Customers must not disclose their password(s) or use or permit anyone to use the BTL Service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, BTL will assist in the tracking

and/or expulsion of said offender on the network level to the extent BTL considers reasonable, at its sole and absolute discretion.

## 9) **FAIR USE POLICY**

- a. Digi AlrNet is a shared service and the activities of some users can impact the services and bandwidth available to other users. In an ideal environment, all users would obtain an equal percentage of the available bandwidth. Unfortunately, some Customers use a disproportionately greater share of the available bandwidth and, as a consequence, other users suffer a diminished experience. Particularly at peak times, data rates may be reduced by contention within the BTL Network and the public Internet.
- b. In order to preserve the quality of the Services, BTL applies a Fair Use Policy ("**FUP**"), to ensure that those Customers using excessive bandwidth-consuming applications do not use our Service to the detriment of our other Customers.
- c. BTL routinely monitors the performance of our BTL Network. However, as part of the application of the FUP BTL may be required to limit the amount of bandwidth available to a user of applications that consume large amounts of bandwidth including downloading unusually large files. This approach will ensure a fair allocation of bandwidth to all Customers.
- d. BTL will not be liable to such user for the quality, integrity or continuation of the Service.
- e. The FUP is mainly aimed to avoid any unfair disruption of Services resulting from extreme peer-to-peer usage, other file-sharing software and download of very large files during peak times, we do not prevent or block the use of such applications or downloads.
- f. If you do not use peer-to-peer or file-sharing software or if you don't download very large files continuously, then it is unlikely you will be affected by this FUP policy.
- g. As BTL upgrades its broadband capabilities, users will be able to experience different type of content enabled by the higher access speeds. We may introduce explicit download limits (measured in Gigabytes) to some broadband packages in order to enable us to manage the Customer's experience. Obviously, we will communicate such limits as well as any available upgrade option or charges for excess usage.

## 10) **MOBILE SERVICES AND INTERNET FAIR USE POLICY**

- a. Mobile Internet is a shared service and the activities of some users can impact the services available to other users. "**Mobile Internet**" refers to

access to the World Wide Web (i.e., the use of browser-based Internet services from a handheld mobile device, such as a smartphone, a feature phone, a tablet, computer or a dongle, which are connected to a mobile network).

- b. In an ideal environment, all users would obtain an equal percentage of the available voice minutes, text and bandwidth. Unfortunately, some users take a disproportionately greater share of the available voice minutes, text and bandwidth and, as a consequence, other users suffer a diminished experience.
- c. In order to preserve the quality of our Mobile Network [also known as GPRS / EDGE / HSDPA / HSPA+/ 3G and 4G LTE] and to be able to provide quality mobile services to our Customers for mobile services that also include unlimited usage of voice calls, text, and Mobile Internet, BTL is enforcing BTL's FUP and mobile terms and conditions through this Mobile Fair Use Policy ("**Mobile FUP**"), effective immediately. BTL's Mobile FUP is intended to ensure that users who consume large amounts of voice minutes, text, bandwidth or download unusually large files do not use their Service to the detriment of other Mobile customers.
- d. If a Customer violates this Mobile FUP and makes reckless and excessive use of voice minutes, text, and Mobile Internet beyond the limit of normal/permisible use as defined by their respective mobile plan(s), BTL reserves the right, to proceed to impose additional charges without any further notice to the Customer.
- e. Our Mobile FUP is intended to avoid any unfair disruption of our mobile services and of our Mobile Internet services resulting from peer-to-peer ("P2P") usage, tethering of a computer over the Mobile Internet network (i.e., using your phone as a modem), other file-sharing software, and the use of Voice Over Internet Protocol ("VOIP") on the BTL Network. If you attempt to access these applications on the Mobile Internet network, without the appropriate data plan, these applications will not work. Where a data plan is restricted to certain types of devices (for example, smartphones, tablets, or dongles), we may restrict your use of certain applications if the plan is used on another type of device. P2P usage is not permitted on any data plan.
- f. If you do not use P2P, do not tether your computer, and do not use a dongle, file sharing software or VOIP on the Mobile Internet network, then it is unlikely you will be affected by this Mobile FUP policy.

## 11) MODIFICATION OF THE POLICIES

BTL reserves the right to update and change any of the AUP, FUP, Mobile FUP policies from time to time. You are expected to check our website page ([www.livediqi.com](http://www.livediqi.com)) from time to time to take notice of any changes we make to

these policies, as such updates are legally binding on you. Some of the provisions contained in these policies may also be superseded by provisions or notices published elsewhere on our website or written documents issued to you.

# TERMS & CONDITIONS

## WEBSITE TERMS AND CONDITIONS

Belize Telemedia Limited and its subsidiaries (collectively “BTL”, “We”, “Us”, “Our”, “Digi” or “Company”) operates the [www.livedigi.com](http://www.livedigi.com) and the <http://www.digiwallet.bz> websites (the “**Sites**” and “**Site**” shall be construed accordingly) to provide online access to information about Our Company and its products and services (the “**Services**”). These terms and conditions of use explain how you may use these Sites and any of its content. These terms and conditions apply between Us and You (either an individual or an entity that you are representing, the person accessing or using the Site hereinafter “You”, “Your”, or “Customer”). You should read these terms and conditions carefully before using these Sites. By accessing and using these Sites or otherwise indicating your consent, you agree to be bound by the terms and conditions set forth herein (“**Terms and Conditions**”). If you do not agree with these Terms and Conditions, you should stop using these Sites immediately.

Additional terms and conditions applicable to specific Services, content or transactions are also posted on these Sites and, together with these Terms and Conditions, shall govern your use of those Services, content or transactions. These Terms and Conditions, together with all other applicable additional terms and conditions, are referred to as this “**Agreement.**”

BTL reserves the right to modify this Agreement at any time without giving you prior notice. Your use of these Sites, Service or Content following any such modification constitutes your agreement to follow and be bound by this Agreement as modified. The last date these Terms and Conditions were revised is set forth below.

### 1. Use of the Sites

As a condition of your use of these Sites you agree to comply with our **Acceptable Use Policy** available at [www.livedigi.com](http://www.livedigi.com) and agree not to:

- a. misuse or attack our Sites by knowingly introducing Viruses (“**Virus**” means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information) including all trojan horses, worms, spyware, logic bombs and any other similar files, scripts, agents things or devices which are malicious or technologically harmful (such as by way of a denial-of-service attack), and “**Viruses**” shall be construed accordingly; or
- b. attempt to gain unauthorized access to our Sites, the server on which our Sites are stored, or any server, computer or database connected to our Sites.



We may prevent or suspend your access to these Sites if you do not comply with these Terms and Conditions or any applicable Law.

You may use the Services, these Sites, and the information, writings, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from these Sites and/or other works that you see, hear or otherwise experience on these Sites (singularly or collectively referred to herein as the “**Content**”) solely for your non-commercial, personal purposes.

## **2. Accuracy of Information and Availability of the Site**

We try to make sure that the Sites are accurate and up to date. Any Content provided is for your general information purposes only and to inform you about Us and Our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice. You should always use your own independent judgment when using our Sites and its Content.

## **3. Ownership, Use and Intellectual Property Rights**

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We and our partners, affiliates, contributors or third parties reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, that we remain owners of them and are free to use them as we see fit.

No right, title or interest in any Content on these Sites are transferred to you, whether as a result of downloading such Content or otherwise. Except as expressly authorized by this Agreement, You may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from these Sites or from any and all Services provided by BTL, except as expressly permitted by this Agreement.

Nothing in these Terms and Conditions grants You any legal rights in the Sites or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on these Sites or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within these Sites or the Content.

#### **4. Copyright**

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#### **5. Trademarks**

You are prohibited from using any of the trademarks, trade names or logos appearing throughout the Site or in the Content without the prior written permission from Us or the trademark owner, except as permitted by applicable Law.

#### **6. Links to Third-Party Web Sites**

These Sites may contain hyperlinks or references to third party websites, advertising or information. Any such hyperlinks or reference are provided solely as a convenience to you. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them.

If you use these hyperlinks, you will leave the Site. Such hyperlinks do not constitute or imply an endorsement, sponsorship, or recommendation by BTL of the third party, the third party website, or the information contained therein. BTL is not responsible for the availability of any such websites. BTL is not responsible or liable for any such website or the content thereon. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

#### **7. Linking to the Sites**

If you would like to link to these Sites, you must follow BTL's link guidelines available at <https://www.livedigi.com/terms-and-conditions>. Unless specifically authorized by BTL, you may not connect "deep links" to these Sites. For ease of reference, "**deep links**" means creating links to the Site that bypass the homepage or other parts of the Site. You may not mirror or frame the homepage or any other pages of these Sites on any other website or webpage.

#### **8. Downloading Files**

BTL cannot and does not guarantee or warrant that files available for downloading through these Sites will be free of infection by software Viruses or other harmful computer code, files or programs.

## **9. Software**

Any software available for download via the Site is the copyrighted work of BTL and/or its licensors. Use of such software is subject to you agreeing to the terms and conditions that apply to such software (sometimes known as the 'End User License Agreement' or 'EULA') that accompanies or is included with the software. Downloading, installing, and/or using any such software indicates your acceptance of the terms of the End User License Agreement.

You should read any terms and conditions carefully. They may contain provisions that set out your legal rights, your legal responsibilities when using the software, the software provider's legal responsibilities and any limitations on the software provider's legal responsibilities to you.

Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and Conditions and any other terms and conditions that apply to it) is expressly prohibited and may result in civil and criminal penalties.

## **10. Disclaimer of Warranties**

BTL MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITES, THE SERVICE OR THE CONTENT. BTL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITES, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITES. BTL DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THESE SITES OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITES OR THE SERVICE WILL BE CORRECTED. BTL DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THESE SITES, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **11. Limitation of Liability**

IN NO EVENT WILL BTL ITS SUBSIDIARIES, AFFILIATED COMPANIES, SHAREHOLDERS, BUSINESS PARTNERS, LICENSORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITES, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITES; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITES, THE SERVICE

AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITES, THE SERVICE, OR THE CONTENT, EVEN IF BTL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITES, THE SERVICE, THE CONTENT, OR WITH THE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

## **12. Indemnification**

You understand and agree that you are personally responsible for your behavior on these Sites. You agree to indemnify, defend and hold harmless BTL, its subsidiaries, affiliated companies, shareholders, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Sites, the Service, or the Content, or any violation by you of this Agreement.

## **13. Privacy Policy**

This statement in this *Clause 13* discloses the privacy policy for BTL's websites – [www.livediqi.com](http://www.livediqi.com), and [www.digiwallet.bz](http://www.digiwallet.bz) ("**Privacy Policy**").

The above-mentioned Sites are registered, owned and operated by BTL. Any personally identifiable information submitted to any of these Sites will be treated with the strictest confidentiality. BTL will not share, sell, trade, or give away personally identifiable information to third parties without the user's explicit permission.

### **Information Collection and Use**

BTL (including its subsidiaries, affiliates, agents and partners) is the sole owner of the information collected on these Sites. BTL collects information from the user when the user registers to use a service or enters personal information in any of the online forms found on any of these Sites or when the user requests information from BTL.

This information may include information such as the user's name, IP address, registered address, telephone number and email address. This information is used for BTL's internal business purposes only and will not be resold or disclosed to any other party.

This information will not be used in a manner to identify the user personally and will not be divulged to anyone. BTL will not sell, share, or rent this information to any other party.

Statistical information will be collected and used on an aggregate basis. No personal information is associated with these statistics. Different technologies are used to collect aggregate statistics. These include cookies and Web server logs. These statistics may be used to monitor traffic so BTL can effectively provide services to customers or to determine which of its services are most efficient.

#### **Log Files**

BTL may use IP addresses to aid BTL in analyzing patterns of fraudulent behavior.

#### **Cookies**

BTL Sites may use cookies to store information on your local computer. These cookies do not store any personal identifiable information; they are used only to improve your viewing pleasure and may be used to provide BTL with statistics for Web traffic analysis.

### **14. User Conduct**

You agree to use these Sites only for lawful purposes. You agree not to take any action that might compromise the security of these Sites, render these Sites inaccessible to others or otherwise cause damage to these Sites or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Sites in any manner that might interfere with the rights of third parties.

### **15. User Supplied Information**

BTL does not want to receive confidential or proprietary information from you via these Sites. You agree that any material, information, or data you transmit to Us or post to these Sites will be considered non-confidential and non-proprietary. If You supply or post any information or material to these Sites, you guarantee to Us that you have the legal right to post such material and that it will not violate any Law or the rights of any person or entity. By posting material on these Sites, you give BTL the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from this material, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

### **16. Password Security**

You are responsible for maintaining the confidentiality of your user identification which includes your username and password, and for restricting access to your computer or device(s). You agree to accept responsibility for all activities that occur under your user identification.

### **17. General Provisions**

- a. **Entire Agreement** - These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof.

- b. **Waiver** - No waiver by BTL of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- c. **Correction of Errors and Inaccuracies** - The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. BTL therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. BTL does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
- d. **Severability** - If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect.
- e. **Applicable Law and Jurisdiction** - Any and all disputes relating to this Agreement, BTL's Privacy Policy, your use of these Sites, any other BTL websites, the Service, or the Content are governed by, and will be interpreted in accordance with, the Laws of Belize, without regard to any conflict of laws provisions.



## DATA TRANSPORT NETWORK MASTER SERVICES AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”) by and between:

(1) **BELIZE TELEMEDIA LIMITED**, a company duly incorporated and existing under the laws of Belize, and whose registered office is situated at Esquivel Telecom Centre, #1 Saint Thomas Street, Belize City, Belize (hereinafter referred to as “**BTL**”) of One Part

AND

(2) \_\_\_\_\_, a company duly incorporated and existing under the laws of \_\_\_\_\_, and whose registered office is situated at \_\_\_\_\_ (hereinafter referred to as the “**Customer**”) of the Other Part.

BTL and the Customer are herein referred to collectively as the “**Parties**” and individually as a “**Party**”.

### WHEREAS:

- A. BTL provides various telecommunication services, including Data Transfer Network (“**DTN**”) services.
- B. The Customer is desirous of utilizing the DTN services from BTL and supplying same to the Customer's End Users;
- C. The Parties wish to memorialize their agreement for the provision of the DTN services; and
- D. This Agreement states the general terms and conditions by which BTL shall deliver and the Customer shall receive DTN services from BTL.

**NOW, THEREFORE**, in consideration of the promises hereof and other good and valuable consideration, the Parties agree as follows:

### 1. Definitions

1.1. In this Agreement:

“**Affiliate**”

Means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.



<b>“Agreement”</b>	Means this Agreement together with its schedules.
<b>“Billing Cycle”</b>	Means one calendar month.
<b>“BTL Equipment”</b>	Means any cabling, antennas, related splitters, routers or other items which are provided to the Customer by BTL for the purpose of providing the Service; or which are installed by BTL at the Customer’s premises and or facilities for the purpose of providing the Service; which are installed by BTL at the Customer’s End Users’ premises and or facilities for the purpose of providing the Service.
<b>“Business Day”</b>	Means a day other than a Saturday, Sunday or a public holiday in Belize.
<b>“Consequential Loss”</b>	Means: (a) consequential; (b) special; (c) indirect; (d) incidental or punitive damages or loss; (e) or any loss of profits; or (f) other form of economic loss however arising.
<b>“Control”</b>	Means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company, and <b>“Controls”</b> and <b>“Controlled”</b> shall be construed accordingly.
<b>“DTN”</b>	Means a real-time communications network that allows for secure transfer of data.
<b>“End Users”</b>	Means any person to whom the Customer resells the Service or any person whom the Customer



makes the Service available to or whom the Customer permits to use the Service.

**“Force Majeure Event”**

Means an event or sequence of events outside the control of the Parties and which prevents a Party or the Parties from performing its obligations under this Agreement including, but not limited to any of the following:

- (a) an act of God;
- (b) fire;
- (c) flood;
- (d) earthquake or other natural disaster;
- (e) explosion;
- (f) acts of terrorism;
- (g) civil unrest;
- (h) war;
- (i) industrial actions;
- (j) strikes;
- (k) adverse weather;
- (l) nationalization;
- (m) requisition;
- (n) destruction or damage to property by or under the order of any government or public or local authority;
- (o) embargo or blockade;
- (p) imposition of sanctions or breaking off of diplomatic relations or similar actions;
- (q) intervening law or governmental order, rule, regulation or direction, judgment, order or decree;
- (r) epidemic or pandemic;
- (s) interruption or failure of utility service including to electric power, gas, water, internet or telephone service;
- (t) failure of the transportation of any personnel, equipment, machinery supply or material required by a Party for performance of this Agreement;
- (u) failure of plant machinery, machinery, computers or vehicles;

- (v) non-performance by suppliers or sub-contractors; or
- (w) any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary license or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition.

**“Know How”**

Means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, information relating to customers and suppliers (whether written or in any other form and whether confidential or not).

**“Law”**

Means:

- (a) any law, statute, regulation, by-law, or subordinate legislation in force in Belize from time to time to which a Party is subject;
- (b) the common law and laws of equity as applicable to the Parties from time to time;
- (c) any court order, judgment or decree that is binding on any or both of the Parties;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule, or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party’s assets, resources, or business.

**“Losses”**

Means all:

- (a) liabilities;
- (b) costs;
- (c) expenses (including legal expenses);

(d) claims;  
(e) demands;  
(f) debts;  
(g) actions;  
(h) proceedings;  
(i) damages;  
(j) fines;  
(k) penalties;  
(l) loss of profit; or  
(m) Consequential Loss  
and “**Loss**” shall be construed accordingly.

“**MRC**” Has the meaning prescribed at *Clause 7.2*.

“**Rate**” Means the monthly sum in Belize Dollars chargeable to the Customer by BTL for the Services provided to the Customer as per the rates of each Service contained in *Schedule 2*.

“**Service**” Means the DTN service provided to the Customer by BTL pursuant to this Agreement and in accordance with the specification in the Service Order and *Schedule 1* and includes any other service provided by BTL to the Customer under this Agreement.

“**Service Charge**” Means the Service Charges set forth in the relevant Service Order.

“**Service Order**” Has the meaning prescribed at *Clause 2.4*.

“**Service Order Form**” Means the form in *Schedule 2*.

“**Service Term**” Means the term or duration for BTL's provision of the Service to the Customer notwithstanding *Clause 6.1*

1.2. In this Agreement:

1.2.1. the general terms and conditions set out in the Schedules that are applicable to any Service provided by BTL shall

- continue in force for so long as any Service is being provided by BTL to the Customer;
- 1.2.2. in the event of any conflict between the terms contained in the main body of this Agreement and those contained in the Schedules, then the terms in the relevant Schedule of this Agreement shall prevail;
  - 1.2.3. a reference to a "Party" includes that Party's personal representatives, successors and permitted assigns;
  - 1.2.4. a reference to a "person" includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 1.2.5. a reference to a *Clause* number is a reference to the numbered clause in the main body of this Agreement;
  - 1.2.6. a reference to a *Paragraph* number is a reference to the numbered paragraph in the relevant *Schedule* of this Agreement;
  - 1.2.7. a reference to a gender includes each other gender;
  - 1.2.8. words in the singular include the plural and vice versa unless the context requires otherwise;
  - 1.2.9. a reference to "writing" or "written" includes any method of reproducing words in a legible and non-transitory form (including email);
  - 1.2.10. any words that follow "include", "includes", "including", "in particular" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - 1.2.11. the headings contained in this Agreement and the use of bold type are for ease of reference only and shall not affect the interpretation of this Agreement;
  - 1.2.12. a reference to legislation is a reference to that legislation as in force as at the date of this Agreement and as amended, extended, re-enacted or consolidated from time to time during the Term;
  - 1.2.13. a reference to "Dollars", "\$", or any sum of money means Belize Dollars; and
  - 1.2.14. a reference to time means the local time in Belize.

## 2. The Service and Service Orders

- 2.1. Subject to the terms and conditions of this Agreement, BTL shall provide the Customer with the Services in accordance with any Service Order Form that has been duly executed by the Parties.
- 2.2. BTL shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty-four (24) hours a day, excluding scheduled maintenance, required repair and events beyond BTL's reasonable control.
- 2.3. The Customer shall request Services by completing the Service Order Form and providing BTL with the Service Order Form that has been completed with the Customer's information and details of the Services, at least 7 (seven) days before the commencement date of the Service Order Form.
- 2.4. A Service Order Form which has been completed with the Customer's information and details of the Services shall be deemed a "**Service Order**" when the Service Order Form is accepted by BTL countersigning the Service Order Form, and shall be deemed incorporated into, and made a part of, this Agreement by this reference.
- 2.5. A Service Order Form shall be deemed to be accepted by BTL upon the earliest of any of the following occurrences:
  - 2.5.1 BTL indicates in writing to the Customer that BTL has accepted the Service Order Form; or
  - 2.5.2 BTL commences delivery of the Services to the Customer.

## 3. Service and Equipment Installation.

- 3.1. The Customer shall obtain and maintain, or ensure that each of the Customer's customers, end users, employees, premises or office which use the Service (each, an "**End User**"), shall obtain and maintain throughout the Term, such consents, authorizations, permits and licenses, which are necessary to timely permit BTL personnel to install, deliver, operate and maintain the Services and BTL Equipment at the Customer's premises and or facilities and any premises and or facilities of the Customer's End Users.

- 3.2. The Customer shall permit and or procure reasonable access for BTL to the Customer's premises and or facilities and to those of any End User, at any time, and as needed by BTL to install, configure, upgrade, maintain or remove BTL Equipment and other Service components collocated at Customer's premises and or facilities or at any End User's premises and or facilities.
- 3.3. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any BTL Equipment as specified by BTL as being required to provide the Services.
- 3.4. BTL shall provide the Customer with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of the Customer Equipment at BTL locations identified in a Service Order Form. BTL shall charge the Customer, and the Customer shall pay BTL for any expenses or fees whatsoever in connection with BTL's provision of space, power or access as described in this *Clause 3.4*.

#### **4. Support and Maintenance**

- 4.1. BTL shall use commercially reasonable efforts to maintain the BTL Equipment on BTL's side of the demarcation points used by BTL to provide the Service. Equipment and Services on Customer's side of the demarcation points, as well as any other Customer provided equipment, shall be the responsibility of Customer.
- 4.2. BTL shall provide telephone numbers and email addresses for inquiries and remote problem support for the Service. All such Customer support shall be provided only to the Customer's designated personnel, as mutually agreed upon by BTL and the Customer. The Customer is responsible for all communications and interfaces with the Customer's End Users. In no event shall BTL be responsible for providing support for any network, equipment or software not provided and installed by BTL or for issues or problems beyond BTL's control. Notwithstanding anything to the contrary in the foregoing, BTL shall use commercially reasonable efforts to restore any failures on the BTL network and shall keep the Customer reasonably advised of such restoration progress. The Customer shall provide routine operational Service support for BTL Equipment and Service components collocated at the Customer's premises and or

facilities or those of the Customer's End Users, including without limitation, by performing reboots, as requested by BTL.

## 5. Customer Obligations.

- 5.1. The Customer **may resell or redistribute the Service**, or any portion thereof (whether for a fee or otherwise) or make any use of the Service available to End Users.
- 5.2. The Customer shall:
  - 5.2.1. at all times during the Term ensure that the Customer's use of the Service (including all content transmitted via the Service) comply with all applicable Laws and the terms of this Agreement;
  - 5.2.2. ensure that End Users' use of the Service, if any, shall at all times during the Term, comply with all applicable Laws and the terms of this Agreement, and BTL may audit the Customer's use of the Service remotely or otherwise, to ensure the Customer's compliance with this Agreement;
  - 5.2.3. ensure that all BTL Equipment at the Customer and or End Users' premises and facilities remains free and clear of all liens and encumbrances, and the Customer shall be responsible for loss or damage to BTL Equipment which occurs or is caused at the Customer or an End User's premises or facilities;
  - 5.2.4. be responsible for:
    - 5.2.4.1. all use (whether or not authorized) of the Service by the Customer, an End User or any person or entity, which use shall be deemed the Customer's use for purposes of this Agreement;
    - 5.2.4.2. all content that is viewed, stored or transmitted via the Service; and
    - 5.2.4.3. all third-party charges incurred for merchandise and services accessed via the Service, if any;
  - 5.2.5. conform its equipment and software to the technical specifications for the Service provided by BTL;

5.2.6 ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by BTL.

## 6. Term

- 6.1. This Agreement shall commence on the Effective Date and shall remain in force until the \_\_\_\_ of \_\_\_\_\_ **20** (the “**Initial Term**”) when it shall expire. After the Initial Term, this Agreement shall automatically renew for consecutive periods of **1 (one) year** each (each a “**Renewal Term**”) unless terminated by either Party giving at least 3 (three) months’ prior written notice of termination prior to the end of either the Initial Term or the then current Renewal Term, or unless this Agreement is otherwise terminated in accordance with its terms and or the Law. The Initial Term plus any Renewal Term shall be the “**Term.**”
- 6.2. If the Customer terminates the Services prior to the expiration of the Term or the Service Term, the following Cancellation Charges shall apply:
- 6.2.1. the Customer shall pay the MRCs for the full duration of the agreed Service Term, including but not limited to all cancellation charges, penalties, and all other costs BTL may incur with its underlying service providers or otherwise related to installation, provisioning, engineering, testing and shipping, and general provision of the Services; and
- 6.2.2. the Customer shall pay to BTL the MRCs for the remainder of the agreed Service Term in full, without demand, as of the date of such early termination.
- 6.3. The Service Term agreed upon for providing the Services shall without prejudice to *Clause 6.1*, be established in a Service Order. The Service Term shall be subject to a feasibility survey to determine the maximum delivery deadline of the Service. BTL will notify the Customer of the completion of installation and the underlying carrier testing of the Service ordered. The Customer shall have a period of 10 (ten) Business Days to confirm that the Service has been installed and is functioning properly. BTL shall correct any deficiencies in the Service if the Customer notifies BTL that the Service is not installed or functioning properly. The Customer shall thereafter receive an invoice for Services to be billed.



## 7. Charges and Payment

- 7.1. The charges for the Service which are payable to BTL by the Customer shall be the prices set forth in the Service Order which has been duly executed by the Parties. Service Charges are expressed in Belize Currency and shall be applicable as of the date of the Customer's acceptance of the Services.
- 7.2. The Service shall be billed to the Customer on a monthly basis. All Monthly Recurring Charges ("**MRCs**") and all other fees or charges for the Service shall thereafter be invoiced monthly in advance and shall be due no later than 30 (thirty) days from the date of invoice.
- 7.3. For each Service, the Customer shall pay BTL all charges, fees and taxes, (which may include Service installation and activation charges, measured and usage- based charges, and equipment and facilities charges as set forth on the Service Order Form.
- 7.4. The Customer must bring any billing error to BTL's attention within 21 (twenty-one) days after the date appearing on the applicable invoice; otherwise the Customer waives its right to a refund or credit associated with such billing error.
- 7.5. BTL shall not defer any charges or fees for the Service while the Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and the Customer shall have the obligation to pay all fees and charges regardless of the status of any such reimbursement, subsidy, discount or credit.
- 7.6. BTL shall have the right to increase the MRC and or any other fees and charges for the Service after the expiry of a Service Term upon 30 (thirty) days' prior written notice to the Customer, and such change shall be applicable to any Service Order Form which is executed by the Parties after the 30 (thirty) days' prior written notice of the change in the MRC and or any other fees and charges for the Service has expired.
- 7.7. BTL may charge a late fee for any sums which are not paid when due. The late fee shall be the lesser of 2% (two percent) per month or the highest rate chargeable by Law.



- 7.8. The Customer shall be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue sums.
- 7.9. If BTL fails to present an invoice within a timely manner, such failure shall not constitute a waiver of any MRC, fees or charges for the Service, and the Customer shall pay such invoice in accordance with the terms of this Agreement.
- 7.10 Invoices shall be sent via electronic means to the following email address:

**Name:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

- 7.10. All payments by the Customer to BTL shall be by wire transfer in clear funds without any deductions or withholding to the following bank account of BTL:

**Bank:**  
**Bank Address:**  
**Account Holder Name:**  
**Account Number:**  
**SWIFT Code:**  
**IBAN:**

and such deposit shall constitute payment to BTL by the Customer.

- 7.11 The Customer shall within 2 (two) Business Days of making payment as is referred to in this Clause 7, provide BTL with a transaction receipt evidencing payment of invoices to the bank account of BTL. Transaction receipt shall be sent by email to: [insert email address for receipts of wire transfer payments to BTL by Customer]

## 8. Taxes

- 8.1. The Customer shall pay all local taxes, government fees, charges, surcharges or similar exactions imposed on the Service and or products that are the subject of this Agreement including but not limited to General Sales Tax.

- 8.2. BTL shall have the right to recover from the Customer, and the Customer shall pay, the amount of any local fees, charges or taxes arising as a result of this Agreement that are imposed on BTL or BTL's Services, or measured on BTL's receipts, and any other costs or expenses that BTL is entitled under applicable Law to pass on to or otherwise charge the Customer for the Customer's use or receipt of the Service. Such fees or taxes shall be invoiced to the Customer in the form of a surcharge included in the Customer's invoice.
- 8.3. The Customer shall bear the burden of proof in showing that a fee or tax is imposed upon BTL's net income where a dispute arises as to which Party is liable for fees or taxes under this Agreement. This burden may be satisfied by the Customer producing written documentation imposing the fee or tax indicating that the fee or tax is based on BTL's net income. The Customer shall provide BTL all documentation substantiating a claim for exemption from taxes or fees prior to the date on which the Service is first provided under the Agreement. The Customer shall reimburse BTL for any tax or fee liability including without limitation related interest and penalties arising where such documentation is held invalid for any reason.
- 8.4. The Customer acknowledges and agrees that BTL has the right to determine at BTL's sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and or to pay and pass them on to the Customer. The Customer hereby waives any claims it may have regarding BTL's collection or remittance of such fees, taxes and surcharges. The Customer understands that it may obtain a list of the fees, taxes and surcharges that BTL currently collects or passes on, by notice to BTL.

## **9. Intellectual Property Rights and Confidentiality**

- 9.1. All materials including, but not limited to:
- 9.1.1. any BTL Equipment (including related firmware), software;
  - 9.1.2. data and information provided by BTL;
  - 9.1.3. any identifiers or passwords used to access the Service or otherwise provided by BTL; and
  - 9.1.4. any Know-How; methodologies or processes used to implement or provide the Service including, but not limited to all copyrights; trademarks; patents; trade secrets; any

other proprietary rights inherent therein and appurtenant thereto, used by BTL to provide the Service (collectively "**BTL Materials**") shall remain the sole and exclusive property of BTL or BTL's suppliers.

- 9.2 Nothing in this Agreement shall convey any right or ownership of BTL Materials to the Customer or any other person.
- 9.3 The Customer may use the BTL Materials solely for the Customer's use of the Service during any applicable Service Term.
- 9.4 The Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the BTL Materials, in whole or in part, or use them for the benefit of any third party. All rights in the BTL Materials not expressly granted to the Customer in this Agreement are reserved to BTL.
- 9.5 The Customer shall not open, alter, misuse, tamper with or remove the BTL Equipment and shall not remove any markings or labels from the BTL Equipment indicating BTL or BTL's suppliers' ownership or serial numbers.
- 9.2. The Customer shall maintain in confidence, and shall not disclose to any third party or use, except for such use as is expressly permitted in this Agreement:
  - 9.2.1. the BTL Materials and any other information and materials provided by BTL in connection with the Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential; and
  - 9.2.2. the content of this Agreement.
- 9.3. If software is provided to the Customer under this Agreement, BTL grants the Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for the Customer's internal business purposes during the Term.

## 10. Monitoring, Equipment Upgrades and Modifications

- 10.1 BTL has the right, but not the obligation, to:
- 10.1.1 upgrade, modify and enhance the BTL Equipment (including related firmware) and the Service; and or
  - 10.1.2 take any action that BTL deems appropriate to protect the Service and BTL's facilities.

## 11. Termination

- 11.1. Either Party may terminate this Agreement and or a Service Order:
- 11.1.1. upon 30 (thirty) days written notice to the other Party of the other Party's material breach of this Agreement or the applicable Service Order, provided that such material breach is not cured within such 30 (thirty) day period;
  - 11.1.2. immediately, in the event that the other Party is:
    - 11.1.2.1. liquidated;
    - 11.1.2.2. adjudicated as bankrupt;
    - 11.1.2.3. makes an assignment for the benefit of creditors;
    - 11.1.2.4. invokes any provision of Law for general relief from its debtors;
    - 11.1.2.5. initiates any proceeding seeking general protection from its creditors;(each a "**Bankruptcy Event**").
- 11.1 BTL may immediately terminate this Agreement and or a Service Order, if after entering into such Service Order, BTL conducts a site survey and BTL in its sole discretion determines that the construction costs shall require a material increase in the Service Charges.
- 11.2 BTL may terminate this Agreement and or a Service Order without cause and without incurring any liability whatsoever, by at least 30 (thirty) days' prior written notice to the Customer.
- 11.3 BTL may suspend or discontinue any applicable Service in whole or in part without further notice if the Customer fails to comply with any applicable Law or the terms of this Agreement, provided that such failure is not cured within 30 (thirty) days of BTL notifying the Customer of the failure or breach.

11.4 BTL may immediately terminate or suspend the Customer or End User's use of the Service if such use is determined by BTL, in BTL's sole discretion, to be causing a material degradation of BTL's network, and any suspension shall last until such time as such degradation has been remedied. In the event of a suspension of Service, BTL may require the payment of reconnection or other charges before restarting the suspended Service.

11.5 Upon the termination or expiration of this Agreement including all Service Orders:

11.5.1 BTL's obligations under this Agreement shall cease;

11.5.2 The Customer shall promptly pay all amounts due and owing to BTL for the Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any;

11.5.3 the Customer shall promptly cease all use of any software provided by BTL under this Agreement, and shall return such software to BTL; and

11.5.4 the Customer shall return to BTL or permit BTL to remove the BTL Equipment in the same condition as when received, fair wear and tear accepted. The Customer shall at BTL's discretion, reimburse BTL for the reasonable and documented costs of the repair or replacement of any BTL Equipment not returned in accordance with this Clause 11.5.4.

11.6 Notwithstanding anything to the contrary in this Agreement, in the event this Agreement or any Service Order is terminated for any reason other than BTL's material breach or a Bankruptcy Event impacting BTL, the Customer shall, at BTL's discretion:

11.6.1 promptly pay BTL the full amount of the Service Charges and the MRCs which the Customer would have been charged for the remainder of the Initial Term or the then current Renewal Term; or

11.6.2 reimburse BTL for all volume, term or other discounts and credits provided in anticipation of full performance of the Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Service Order.

11.7 The provisions of *Clauses 7, 8, 9, 11, 12, 13, 14* and the Schedules shall survive the termination or expiration of this Agreement.

## 12. Indemnification

12.1. The Customer shall defend, indemnify and hold harmless BTL, BTL's Affiliates, BTL's service providers and BTL's suppliers and their respective officers, directors, employees and agents, from and against any Losses, arising out of or relating to:

12.1.1. the use of the Service, including but not limited to a breach of *Clause 5*; or

12.1.2. personal injury or property damage or loss caused by the negligence or wilful misconduct of the Customer, End Users or the Customer's employees or agents.

## 13. Disclaimer of Warranty

13.1. The Customer assumes total responsibility for use of the Service and the Customer's use of the Service is at the Customer's own risk.

13.2. BTL exercises no control over and has no responsibility whatsoever for the content transmitted or accessible through the Service, and BTL expressly disclaims any responsibility for such content. Except as specifically set forth in this Agreement, the Service, BTL Equipment and BTL Materials are provided "as is," without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, system integration, data accuracy, quiet enjoyment, merchantability or fitness for a particular purpose.

13.3. No advice or information given to the Customer by BTL, BTL's Affiliates or BTL's contractors or their respective employees shall create any warranty.

13.4. BTL does not represent nor warrant that:

13.4.1. the Service will meet the Customer's requirements;

13.4.2. the Service will prevent unauthorized access by third parties,

13.4.3. the Service will be uninterrupted, secure, error free, without degradation of voice quality or loss of content, date or information or that any minimum transmission speed is guaranteed at any time.

except as expressly set forth in this Agreement.

- 13.5. BTL does not warrant that the Service or any equipment provided by BTL shall perform at a particular speed, bandwidth or throughput rate.
- 13.6. The Customer acknowledges and agrees that:
- 13.6.1. transmissions over the Service may not be secure;
  - 13.6.2. any data, material or traffic of any kind whatsoever carried, uploaded, downloaded or otherwise obtained through the use of the Service is done at the Customer's own risk; and
  - 13.6.3. that the Customer shall be responsible for any damage to the Customer or an End User's computer system or equipment or any loss of data, material or traffic during, or that results from, the Customer or End Users' use of the Service; including, but not limited to, the Customer or End Users' sending or receiving, or uploading or downloading, or attempts to do same, of such data, material or traffic.
- 13.7. The Customer acknowledges and agrees that BTL's third party service providers do not make any warranties to the Customer under this Agreement and BTL does not make any warranties whatsoever on behalf of such service providers.

#### **14. LIMITATION OF LIABILITY**

- 14.1. Notwithstanding any other provision of this Agreement, BTL shall not be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise for any Consequential Loss of any nature whatsoever incurred or suffered by the Customer or the Customer's Affiliates.
- 14.2. BTL's total liability under this Agreement and for the provision of the Services shall be limited to correcting any deficiencies and providing rebates pursuant to the Service Level Agreement contained in *Schedule 3*. BTL's liability under this *Clause 14.2* shall be in lieu of any warranty or condition implied by Law as to the quality or fitness for any particular purpose of the Services, and save as provided in this *Clause 14*, BTL shall not be under any liability, whether in contract, tort or otherwise, in respect of any injury, damage or Loss resulting from the provision of the Services in accordance with this Agreement or from any work done in connection therewith.



- 14.3. BTL shall not be responsible for any losses or damage arising because of the unavailability of the Service, including:
- 14.3.1. the inability to reach emergency services;
  - 14.3.2. the inability to contact a security system;
  - 14.3.3. the inability to contact remote medical or other monitoring service provider; or
  - 14.3.4. any failure or fault relating to Customer provided equipment, facilities or services.
- 14.4 BTL shall not responsible for, and the Customer hereby releases BTL from, any Losses resulting from the installation of equipment, including without limitation, antennae, mast and or wiring incidental to any installation.
- 14.5 BTL shall not be responsible for any damage that may be caused by acts of nature including but not limited to lightning, and or atmospheric surges.
- 14.6 BTL shall not be responsible for any Losses caused by electrical surges that may be received through the antenna, wiring, and or any components. These surges may and can cause equipment such as routers, switches, power strips, etc. to fail and or catch fire.
- 14.7 BTL shall not replace any of type of equipment that is owned by the Customer. The Customer shall be responsible for changing or replacing any of its owned equipment.
- 14.8 Should the Customer request assistance in replacing their equipment, BTL may assist in doing so at the regular labour cost and or equipment cost, and BTL shall only replace antenna, wiring and any of its components, within 24 (twenty-four) hours of the occurrence during regular Business Days. On non-Business Days may or can take up to 72 (seventy-two) hours to replace equipment.

## **15. Force Majeure**

- 15.1. A Party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
- 15.1.1. promptly notifies the other of the Force Majeure event and its expected duration; and
  - 15.1.2. uses reasonable endeavours to minimise the effects of that event.

- 15.2. If, due to Force Majeure, a Party:
- 15.2.1. is or is likely to be unable to perform a material obligation; or
  - 15.2.2. is or is likely to be delayed in or prevented from performing its obligations for a continuous period of 15 (fifteen) Business Days,
- the other Party may terminate the affected Service Order and or this Agreement on not less than 7 (seven) days prior written notice and without incurring any liability whatsoever.

## 16. Notices

- 16.1. Any notice or other communication given by a Party under this Agreement shall:
- 16.1.1. be in writing and in English;
  - 16.1.2. be signed by, or on behalf of, the Party giving it (except for notices sent by email); and
  - 16.1.3. be sent to the relevant Party at the address set out in *Clause 16.3*.
- 16.2. Notices may be given, and are deemed received:
- 16.2.1. by hand: on receipt of a signature at the time of delivery;
  - 16.2.2. by email: 1 (one) Business Day after the notice has been sent to the correct email address for notices.
- 16.3. Notices and other communications shall be sent to:
- 16.3.1. **If to the Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Marked for the attention of** \_\_\_\_\_

OR

Email: \_\_\_\_\_

16.3.2. **If to BTL:**

Belize Telemedia Limited  
Esquivel Telecom Center  
#1 Saint Thomas Street  
Belize City  
Belize

**marked for the attention of the Chief Commercial Officer**

OR

email: [LegalRegulatoryAffairs@livedigi.com](mailto:LegalRegulatoryAffairs@livedigi.com) with a copy to  
[mksmith@livedigi.com](mailto:mksmith@livedigi.com)

- 16.4. Any change to the contact details of a Party as set out in *Clause 16.3* shall be notified to the other Party in accordance with *Clause 16.3* and shall be effective:
- 16.4.1. on the date specified in the notice as being the date of such change; or
  - 16.4.2. if no date is so specified, 5 (five) Business Days after the notice is deemed to be received.
- 16.5. This *Clause 16* does not apply to notices given in legal proceedings or arbitration.

**17. General Conditions**

- 17.1 **Severability:** If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 17.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and

enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

- 17.3 **Assignment:** The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without BTL' s prior written consent.
- 17.4 **Announcements:** Subject to *Clause 17.5*, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of BTL (such consent not to be unreasonably withheld or delayed).
- 17.5 If the Customer is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by Law, any court, any governmental, regulatory or supervisory authority) or any other authority of competent jurisdiction, the Customer ay do so. The Customer shall:
- 17.5.1 notify the BTL as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by Law, by the court or by the authority requiring the relevant announcement or public disclosure;
  - 17.5.2 make the relevant announcement or public disclosure after consultation with BTL so far as is reasonably practicable; and
  - 17.5.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other Party as to its form and content and the manner of its release, so far as is reasonably practicable.
- 17.6 **No partnership or agency:** The Parties are independent businesses or persons and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in this Agreement. None of the Parties

shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

- 17.7 **Waiver:** No failure, delay or omission by either Party in exercising any right, power or remedy provided by Law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 17.8 No single or partial exercise of any right, power or remedy provided by Law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 17.9 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.
- 17.10 **Conflicts within this Agreement:** In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:
- 17.10.1 the terms and conditions in the Service Order;
  - 17.10.2 the terms and conditions in the main body of this Agreement; and
  - 17.10.3 Schedule 1
- 17.11 **Compliance with Laws:** The Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by Law with respect to the Customer's receipt and use of the Service as contemplated in this Agreement.
- 17.12 **Amendment:** Without prejudice to *Paragraph 13 of Schedule 3*, no variation or amendment of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.
- 17.13 **Entire Agreement:** The Parties agree that this Agreement and the Service Orders entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

17.14 Each Party acknowledges that it has not entered into this Agreement and the Service Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement and the Service Orders entered into pursuant to it. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

17.15 Nothing in this Agreement purports to limit or exclude any liability for fraud.

## **18. Dispute Resolution**

18.1. Any dispute arising between the Parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this *Clause 18*.

18.2. The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

18.3. The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

18.3.1. within 7 (seven) days of service of the notice, the Parties shall meet to discuss the dispute and attempt to resolve it; and

18.3.2. If the dispute has not been resolved within 14 (fourteen) days of the first meeting of the Parties (or equivalent) under *Clause 18.3.1* then either Party may issue formal legal proceedings in the Courts of Belize.

18.4. Until the Parties have completed the steps referred to in *Clauses 18.3*, and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief from the Courts of Belize.



**19. Governing Law**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Belize.

**20. Jurisdiction**

The Parties irrevocably agree that subject to *Clause 18*, the courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals on the Effective Date.

Signed and delivered for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

Signed and delivered for and on behalf of **BELIZE TELEMEDIA LIMITED**

\_\_\_\_\_  
Dionne Emtage  
Chief Commercial Officer  
Belize Telemedia Limited

**WITNESS**

## SCHEDULE 1

### DATA TRANSPORT NETWORK

1. **Data Transport Network (DTN):** The DTN Service to be provided by BTL under a Service Order shall require BTL to provide the Customer with a dedicated circuit connection between the Customer's data network and the BTL facility identified in a Service Order. The Ethernet Services shall be limited to the capacity set forth in a Service Order.
2. The Customer's use of DTN Service is subject to the following additional terms and conditions:
  - 2.1 BTL's provision of DTN Services is subject to availability;
  - 2.2 BTL shall have the right to disconnect (or demand the immediate disconnection of) any **ethernet service** that degrades any service provided to other subscribers on the BTL network;
  - 2.3 the Customer shall not transmit or otherwise make available on or via the DTN Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others in any manner which:
    - 2.3.1 is unlawful;
    - 2.3.2 is threatening;
    - 2.3.3 is abusive;
    - 2.3.4 is obstructive;
    - 2.3.5 is harassing;
    - 2.3.6 is libelous;
    - 2.3.7 invades privacy;
    - 2.3.8 breaches publicity rights;
    - 2.3.9 is obscene or indecent;
    - 2.3.10 constitutes hate speech;
    - 2.3.11 is otherwise offensive or objectionable; or
    - 2.3.12 encourages conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any Law.
  - 2.4 BTL shall have the right, but not the obligation, to:
    - 2.4.1 monitor traffic and content on its network, in its sole discretion, including through the use of automatic



- content filters (including without limitation spam, virus, and adult language sniffers and filters); and
- 2.4.2 monitor the Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by BTL at BTL's sole discretion) as BTL deems appropriate to efficiently manage BTL's network. The Customer shall pay BTL an amount equal to one and a half times the Service Charges and MRCs that would have been due for such excessive usage, as liquidated damages and not as a penalty, in the event that any BTL audit reveals that the Customer's usage of the Service exceeds Customer's rights under this Agreement, and the Customer shall also either discontinue any excess usage or thereafter continue to pay the applicable Service Charges and MRCs for such additional usage.
- 2.5 Each tier or level of DTN Service has limits on the maximum throughput rate at which the Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by the Customer at any time shall vary based on numerous factors, including without limitation, the condition of the Customer's inside wiring, computer configurations, Internet and BTL network congestion, time of day and the accessed servers, among other factors.



**SCHEDULE 2**

**SERVICE ORDER FORM (DATA TRANSPORT NETWORK)**

**CUSTOMER DETAILS:**

<b>Customer's Name:</b>	
<b>Address:</b>	

**CUSTOMER PROVISIONING CONTACT INFORMATION:**

<b>Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>E-mail Address:</b>	
<b>Phone Number:</b>	
<b>Contact Hours:</b>	NBH (Normal Business Hours)

**BTL PROVISIONING CONTACT INFORMATION:**

<b>Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>E-mail Address:</b>	
<b>Phone Number:</b>	
<b>Contact Hours:</b>	NBH (Normal Business Hours)

**REQUEST FOR ORDER**

New Service	<input type="checkbox"/>	Upgrade	<input type="checkbox"/>	Renewal	<input type="checkbox"/>	Tech. Req.	<input type="checkbox"/>
Cancellation	<input type="checkbox"/>	Downgrade	<input type="checkbox"/>	Relocation	<input type="checkbox"/>		<input type="checkbox"/>
Technical Comments:							



### SERVICE INSTALLATION DETAILS

<b>Service Type:</b>	DTN		
<b>Original Location:</b>		<b>Circuit ID:</b>	
<b>Complete Address:</b>		<b>Network Interface:</b>	
<b>Terminating Location:</b>		<b>Connector Type:</b>	
<b>Complete Address:</b>		<b>Required Interface:</b>	
<b>Total Capacity:</b>			
<b>Minimum Guarantee Capacity:</b>			

### SERVICE CHARGE

<b>Access Fee:</b> MRC	
---------------------------	--

### CUSTOMER APPROVAL

The Customer agrees to purchase the Service ordered herein. The Customer acknowledges that the Customer has read and understands the terms and conditions of this Service Order Form and the Agreement, to which this Service Order Form is incorporated by reference, and the Customer agrees to such terms and conditions. The Customer acknowledges that BTL will not process this Service Order Form until BTL receives it fully completed and duly executed by the Customer and BTL countersigns its acceptance of the Service Order Form. The Customer represents and warrants that it is authorized to enter into this Service Order for the purchase of additional Services under the Service Agreement and that the Authorized Representative, identified below, is duly authorized to do so and that this Service Order Form constitutes a legally, valid, binding and enforceable obligation in accordance with its terms.

### Commercial Conditions:

1. Activation fee includes the terminal equipment and the fibre optic needed to deliver the Service described. This is a non-refundable, one-time fee.



2. Redundancy is available, upon request. Cost is based on a survey.
3. The Customer shall be charged a monthly, fixed per Mbps rate.
4. The Customer shall be charged based on access capacity i.e. a per-megabit-per-second (Per Mbps) rate based on total bandwidth volume. Monthly Bill = Internet Capacity Transit Volume \* Internet Capacity Transit per Mbps rate.
5. The Customer must purchase at least a minimum guaranteed access capacity for an agreed upon duration of time as stated in the Service Order.
6. A 2% late fee shall apply to this Service if the Customer's payment for the Service is not paid for in full on or before the due date.

Signed and delivered for and on behalf  
of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

Signed and delivered for and on  
behalf of **BELIZE TELEMEDIA LIMITED**

\_\_\_\_\_  
Dionne Emtage  
Chief Commercial Officer  
Belize Telemedia Limited

**WITNESS**

### **SCHEDULE 3** *Service Level Agreement ("SLA")*

#### **1. SERVICES**

The Services identified in the Service Order Form as set forth in *Schedule B* shall be governed by and are subject to the terms and conditions of the Service Agreement and this Service Level Agreement ("**SLA**"). In the event that the Customer has not executed an agreement with respect to the Services, then BTL's standard terms and conditions (as of the date of the Service Order) shall govern, a copy of which is available upon request.

This Service Level Agreement is not to be effective until executed by the both Parties, and is subject to equipment availability and interconnectivity.

All Customer supplied equipment, hardware and software must be on-site and operational prior to the beginning of the delivery date of the Services or additional fees may result. The designated interface points may not be changed without the Customer paying all applicable charges, and is subject to availability.

#### **2. TECHNICAL REQUIREMENTS AND PROCEDURES**

2.1 The following are the technical procedures pertaining to the Services provided by BTL as set forth in the Service Agreement. In order for BTL to properly adhere to the requirements of this Agreement, BTL commits to:

2.1.1 **Uptime and access:** The Service will have an uptime and be available for a minimum interaction of 99.9%. BTL commits in accordance with the terms of this Agreement to a service availability of 99.9% ("**Service Availability**").

2.2 Service Unavailability means when the Customer's Internet Service is unable to transmit and receive data.

2.3 Service Unavailability excludes downtime caused by or resulting from the following:

- 2.3.1 Customer requested upgrades, additions to the Service or rearrangements;
- 2.3.2 emergency maintenance activities;

- 2.3.3 scheduled maintenance activities;
- 2.3.4 problems or interruptions caused by the Customer;
- 2.3.5 problems or interruptions caused by damages to fibre infrastructure;
- 2.3.6 malfunction of equipment;
- 2.3.7 a Force Majeure event;
- 2.3.8 suspension or termination as a result of an Event of Default;  
or
- 2.3.9 faults where the cause has been identified as being a malicious act.

### 3. TECHNICAL ISSUES

3.1 Technical issues shall be handled and resolved through the implementation of the following procedure to minimize down time:

3.1.1 **Availability of Customer's technical support:** 24 (twenty-four) hours per day, 7 (seven) days per week, 365 (three hundred and sixty-five) days per year.

3.1.2 **Procedure for reporting technical issues (opening a ticket):**

3.1.2.1 Both Parties shall provide each other with an email address and contact number for their respective points of contact, which shall be used by the Parties to report bugs, errors or technical issues relating to Customer's Service. The contact information provided shall always be accessible to the other Party.

3.1.2.2 Either Party may open a ticket to report an issue, and:

3.1.1.1 in the event that the Customer identifies an issue on BTL's network, the Customer is required to communicate the issue via email using a ticket process to the BTL contact listed in the table in this *paragraph 3* of this SLA.

3.1.1.1 in the event that BTL identifies an issue on the



Customer's network, BTL is required to communicate the issue via a ticket process to the Customer contact listed in the table in this *paragraph 3* of this SLA.

BTL's contact information	Customer's contact information
<b>Name:</b> Ms. Kenisha Stuart	<b>Name:</b> [REDACTED]
<b>Post:</b> Sales Solutions Manager-P3	<b>Post:</b> [REDACTED]
<b>Email:</b> <a href="mailto:kstuart@livedigi.com">kstuart@livedigi.com</a>	<b>Email:</b> [REDACTED]
<b>Phone number:</b> 223-8634 or 614-4147	<b>Phone number:</b> [REDACTED]

- 3.2 During office hours of (8:00am - 5:00pm) Monday through Friday all communications shall be received and responded to directly by the Customer's Operation/Technical team or by BTL's Commercial escalation team.
- 3.3 During non-office hours (anytime not listed at *paragraph 3.2* of this SLA) all communications sent to BTL under this *paragraph 3* of this SLA shall be received and responded to by a BTL Corporate Sales Representative and/or directed to the mobile phone of the on-duty person in charge of the Customer's Operations/Technical team or by BTL's Commercial escalation team.
- 3.4 The Customer's Operation/Technical team is responsible for responding to BTL's Commercial escalation team as soon as possible in order to acknowledge and address the issue with a plan to resolve it.
- 3.5 When a technical issue is reported by either Party, all correspondence pertaining to the technical issue shall include:
- 3.5.1 company/Customer name;
  - 3.5.2 the name and phone number of the representative reporting the issue;
  - 3.5.3 the trouble ticket number;
  - 3.5.4 the name of the service being affected;
  - 3.5.5 the exact time and location of the issue;
  - 3.5.6 access restrictions, if any;
  - 3.5.7 the priority level (high, medium, low); and



3.5.8 a description of the issue.

**4. PROCEDURE TO ESCALATE A TICKET**

4.1 The Customer and BTL shall escalate internally on HIGH priority issues which are important/urgent.

4.2 If the Parties are not satisfied with a solution, the Parties may escalate to a higher escalation level.

4.1 Escalation will take place via email or phone to the persons listed at the relevant escalation level in the table in this paragraph 4 of this SLA. The word “**Escalation**” and the Service Ticket Number must be used in the subject line.

Escalation Level	BTL's Contact Information	Customer's Information	Contact
First Escalation Level	<b>Name:</b> Kenisha Stuart <b>Post:</b> Sales Solutions Manager-P3 <b>Email:</b> <a href="mailto:kstuart@livedigi.com">kstuart@livedigi.com</a> <b>Phone number:</b> 614-4147	<b>Name:</b> _____ <b>Post:</b> _____ <b>Email:</b> _____ <b>Phone number:</b> _____	
	<b>Name:</b> NOC Back Office <b>Email:</b> <a href="mailto:noc-bo@livedigi.com">noc-bo@livedigi.com</a> and <a href="mailto:noc-fo@livedigi.com">noc-fo@livedigi.com</a> <b>Phone number:</b> 223-8423		
Second Escalation Level	<b>Name:</b> Moshea Smith <b>Post:</b> General Manager, B2B Sales <b>Email:</b> <a href="mailto:mksmith@livedigi.com">mksmith@livedigi.com</a> <b>Phone number:</b> 610-5715	<b>Name:</b> _____ <b>Post:</b> _____ <b>Email:</b> _____ <b>Phone number:</b> _____	



	<b>Name:</b> Ryan Casimiro <b>Post:</b> Manager, Network Operations Center <b>Email:</b> <a href="mailto:rcasimiro@livedigi.com">rcasimiro@livedigi.com</a> <b>Phone number:</b> 610-4660	
Third Escalation Level	<b>Name:</b> Odavano Obando <b>Post:</b> General Manager, Operations <b>Email:</b> <a href="mailto:oobando@livedigi.com">oobando@livedigi.com</a> <b>Phone number:</b> 610-3524	<b>Name:</b> _____ <b>Post:</b> _____ <b>Email:</b> _____ <b>Phone number:</b> _____
	<b>Name:</b> Dionne Emtage <b>Post:</b> Chief Commercial Officer <b>Email:</b> <a href="mailto:demtage@livedigi.com">demtage@livedigi.com</a> <b>Phone number:</b> 615-7774	

## 5. PROCEDURE FOR MANAGING IMPROVEMENT

Although the Customer's system and infrastructure are designed to recover quickly in case of technical issues, the Parties agree that in the event a technical issue extends beyond the timeframe listed below (in *paragraph 6*), and cannot be repaired by the Customer, the Customer is required to call BTL in order to properly inform them of this situation.

## 6. SERVICE TICKET TIMES FOR THE RESOLUTION OF A TECHNICAL ISSUE

Priority	Priority Classes	Response Time	Resolution Time
High	A severe malfunction in any part of the Service, which prevents the transmission of data. A	1 (one) hour	4 (four) hours

	support task with a Priority Class High can be: <ul style="list-style-type: none"> <li>• Fibre Loss</li> <li>• Security Breach</li> <li>• Backbone Equipment Failure</li> </ul>		
Medium	A serious malfunction in any part of the Service	4 (four) hours	8 (eight) hours
Low	A non-critical malfunction in any part of the Service, which is not critical for the Customer's use of the Service. A support task with a Priority Class Low can be: <ul style="list-style-type: none"> <li>• Incorrect invoicing</li> </ul>	8 (eight) hours	To be agreed on a case-by-case basis

## 7. PROCEDURE TO CLOSE A TICKET

Once the technical issue is resolved and the Services are back to operating correctly, the Party who resolved the issue is responsible for reporting the technical issue to the other in writing via email to the appropriate staff member that reported the technical issue in order to inform him/her that the issue has been resolved. This should be sent within 6 (six) working hours of the fault being resolved. Upon receipt of this email, the receiving person shall confirm receipt of the email and acknowledge that the ticket has been closed, upon which, the ticket shall be deemed closed.

## 8. OPERATION AND MAINTENANCE

8.1 The Customer is responsible for monitoring their own system, in order to report a ticket to BTL immediately in the event that they identify a technical issue that may impair their Service and or the experience of its End Users.

8.2 The Customer must also monitor their platform to report any anomalies they find due to irregular or excessive engagement in their Services, increased requests for technical support or any other indicators that there may be a severe/chronic issue that BTL should be made aware of. In the event the Customer issues a ticket and sends it to BTL, the Customer shall follow the aforementioned processes, protocols and timelines.

8.3 The Customer is responsible for implementing backup policies and maintaining records in order to ensure that the Service is able to recover in the event of a technical issue that compromises its Service.

8.4 The Customer shall not under any circumstances access the Customer Premises Equipment to make any modifications, configuration changes or any attempt to modify topology after deployment.

## **9. SEVERE AND CHRONIC PROBLEMS**

9.1 A Customer experiences a Severe Problem if the aggregate Service Outage time experienced is in excess of 24 (twenty-four) hours in any calendar month. If a subsequent severe problem occurs within 1 (one) calendar month following the calendar month in which a customer experienced a Severe Problem, the problem will be considered Chronic.

9.2 A Chronic or Severe issue must be reported to BTL for verification. Upon verification of a Chronic Problem, the Customer shall be entitled to a rebate, which shall be a 5% (five percent) reduction for every 1% (one percent) below the Service Availability in a period of 1 (one) month, on any bill or invoice issued to the Customer by BTL for such Service ("**Rebate**").

9.3 A Rebate shall be retroactive to the time at which the Service provided by BTL failed. The total Rebate for Service Unavailability in any given month shall not exceed the Monthly Recurring Charge that is actually payable by the Customer for the Services during that period.

9.4 A Rebate is not available for downtime caused as a result of those issues set forth in *paragraph 2.3* of this SLA.

9.5 Pursuant to *paragraph 9.2* of this SLA, a Rebate must be claimed by the Customer in writing to BTL within 15 (fifteen) days from the end of the calendar month in which the downtime occurred. BTL shall investigate the claim and if validated, pay the Customer as provided for herein.

## **10. SUSPENSION OR TERMINATION OF SERVICE**

10.1 BTL shall notify the Customer of the following occurrences and the Customer shall research and disable its End Users causing any of the following problems forthwith, and consistent with the seriousness of the problem:

10.1.1 the Service is used to attempt to break security or break security of any computer network, to access an account which does not belong to the Customer or any other act of a malicious nature which may reasonably result in harm or damage to another user's service, equipment or privacy, including but not limited to, any act of fraud;

10.1.2 spamming or phishing with intent to render a system dysfunctional;

10.1.3 bypass fraud including the use of Sim Boxes and/or unauthorized devices;

10.1.4 Denial of Service (DOS) attacks, i.e., the over burdening of a recipient's computer system by sending a high volume of spurious data which effectively impedes functionality or totally disables systems, and any other similar methods of denial of Service;

10.1.5 it is brought to BTL's attention or BTL otherwise gains knowledge that the Service is used to facilitate a business involving the sale or distribution of illegal messages or images;

10.1.6 the Service is used in a manner which is intended to abuse or to violate the rights, privacy, or property rights of others including the use of any process, program, or tool to guess passwords or make unauthorized attempts to access other systems or networks;

10.1.7 the Service is used in a manner which constitutes a violation of any tariff, treaty, or Law;

10.1.8 the Customer's End User forges electronic mail headers (addresses) or uses any other method to disguise the customer's identity;

10.1.9 the Customer's End User posts, uploads or otherwise distributes copyrighted material on BTL's servers without the consent of the copyright holder (the storage, distribution, or transmission of unlawful material could subject the Customer and its End Users to criminal as well as civil liability); or

10.1.10 the Customer's End User stores or distributes certain other types of prohibited material; examples of prohibited materials include, but are not limited to, programs containing viruses or Trojan horses and tools to compromise the security of the other sites, tools used to collect email addresses for use on sending bulk mail or tools used to send bulk mail.

10.2 BTL may discontinue, terminate or suspend the Service if the Customer fails to take immediate action upon being notified by BTL of any of the circumstances and referred to in *paragraph 10.1.1 to paragraph 10.1.10* of this SLA.

10.3 BTL reserves the right to terminate or suspend the Services with immediate effect where prior notification to the Customer of the circumstances and referred to in *paragraph 10.1.1 to paragraph 10.1.10* of this SLA is not practicable in the circumstances.

## **11. DEMARCATION**

11.1 Demarcation is required to ensure that the responsibility of BTL and the responsibility of the Customer are clearly and concisely defined.

11.2 The "**Demarcation Point**" shall mean the customer's point of interface.

11.3 BTL shall be responsible for:

11.3.1 Services contracted rent or owned at the Demarcation Point; and

11.3.2 testing and verification with the use of its own resources. BTL shall not configure or test the Customer's Equipment.

11.4 The Customer shall assume full responsibility for:

- 11.4.1 providing BTL's Account Representative with an email address when applying for Service or any other service, or reporting a fault for test result to be forwarded;
- 11.4.2 providing a suitable and safe working environment for BTL's personnel in connection with the Services; and
- 11.4.3 any and all wirings, connections and equipment not provided by BTL.

## **12. SYSTEM SECURITY**

- 12.1 The Customer and the Customer's End Users are prohibited from utilizing the Service or any other service provided by BTL, to compromise the security or tamper with system resources or accounts on computers at BTL.
- 12.2 BTL reserves the right to release the contact information of the Customer if the Customer or its End Users are suspected to being involved or are involved in the violations of system security incidents. BTL will also fully cooperate with the Law enforcement authorities in investigating suspected breaches of this SLA or the Agreement.
- 12.3 BTL will notify the Customer of complaints received by BTL which concern the Customer. If BTL determines the problem has not been resolved after the Customer has received notice of offending activity and such activity is causing great harm to parties on the Internet, then BTL will black hole the section of IP addresses involved in the spam complaint until BTL is convinced, in its sole discretion, that the problem has been resolved. The Customer shall be notified of such action as soon as is practicable. In rare cases, BTL may have to implement that blackholing policy before contacting the Customer.
- 12.4 BTL reserves the right to investigate suspected violations of this SLA or the Service Agreement if BTL becomes aware of any possible violations or breaches.
- 12.5 BTL may block the Customer's access to the internet at the router level or at the Customer's equipment if BTL has grounds to suspect a breach of this SLA or the Service Agreement, provided that the Customer has been given reasonable opportunity to resolve the problem and has failed to resolve the problem.



**13. CHANGES TO THE SLA**

BTL has the right to unilaterally change, modify and or update the content of this SLA. Notice of any changes to the content of this SLA shall be provided to the Customer within 14 (fourteen) Business Days of the change being made.

**14. SIGNATURES**

The undersigned hereby agree to all of the terms, conditions and obligations in this SLA.

SIGNED AND DELIVERED  
for and on behalf of  
\_\_\_\_\_

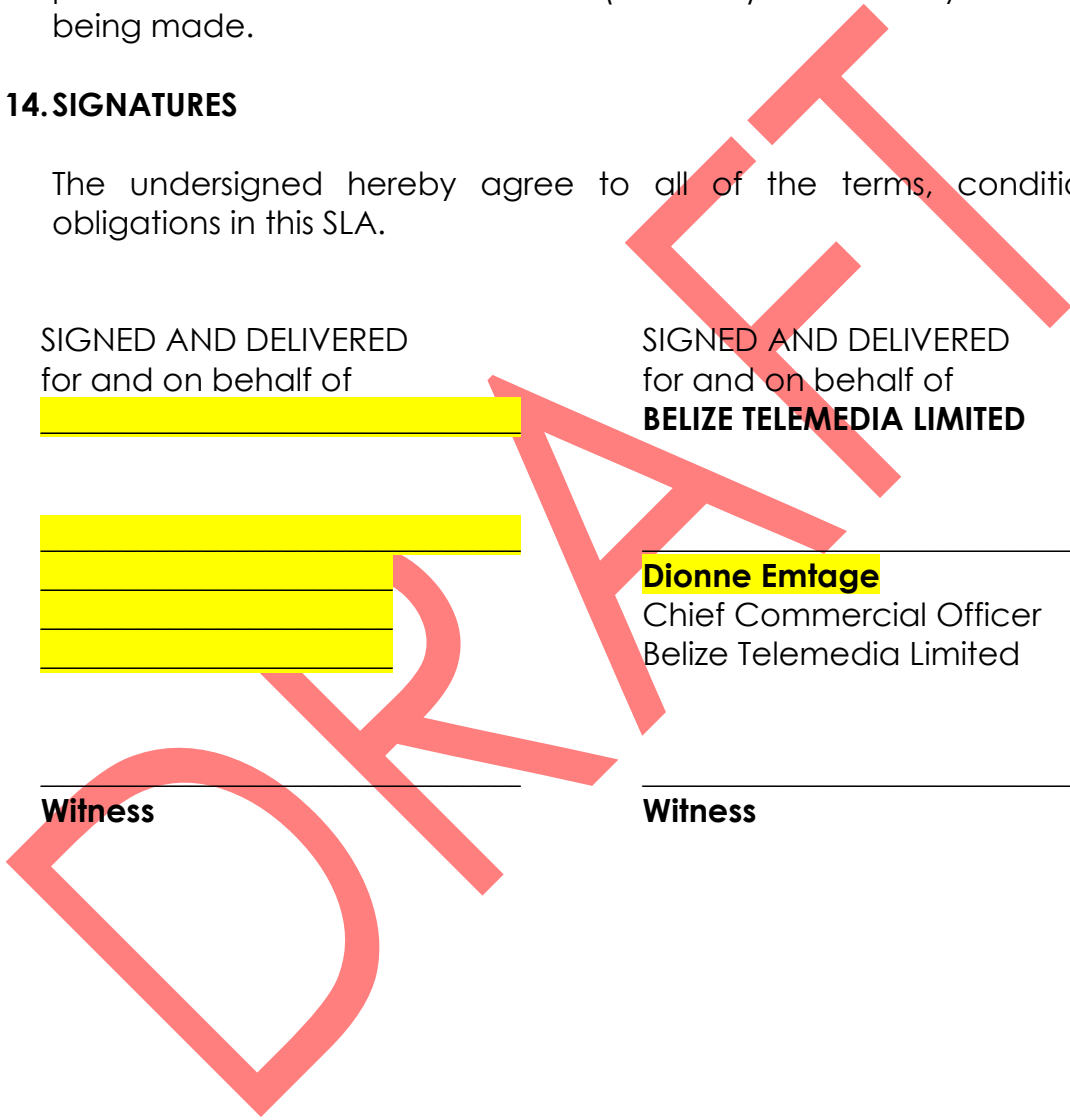
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\_\_\_\_\_  
**Witness**

SIGNED AND DELIVERED  
for and on behalf of  
**BELIZE TELEMEDIA LIMITED**

\_\_\_\_\_  
**Dionne Emtage**  
Chief Commercial Officer  
Belize Telemedia Limited

\_\_\_\_\_  
**Witness**





**IP TRANSIT SERVICE AGREEMENT**

**THIS AGREEMENT** is made on the [redacted] day of [redacted] 20 [redacted] (the “**Effective Date**”) by and between:

**(1) BELIZE TELEMEDIA LIMITED**, a company duly incorporated and existing under the laws of Belize, and whose registered office is situated at Esquivel Telecom Center, #1 Saint Thomas Street, Belize City, Belize (hereinafter referred to as “**BTL**”) of one part

AND

**(2) [redacted]**, a company duly incorporated and existing under the laws of [redacted], and whose registered office is situated at [redacted] (hereinafter referred to as the “**Customer**”) of the other part.

Each of BTL and the Customer are a Party and collectively are the Parties.

**WHEREAS:**

- A.** The Customer wishes to purchase wholesale internet peering capacity from BTL for the purpose of private, Commercial Use and non-Commercial Use; and
- B.** BTL agrees to provide such wholesale internet peering capacity by allowing connectivity between the Customer’s network and BTL’s internet nodes, using BTL’s backbone transport network, to be charged at Megabits per Second (“**Mbps**”) Rates.

**NOW THEREFORE**, in consideration of the promises and covenants set forth herein and for other consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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Initials of the Customer’s Signatory: \_\_\_\_\_

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## 1. DEFINITIONS

In this Agreement:

- “Affiliate”** Means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity, and **“Affiliates”** may be construed accordingly.
- “Agreement”** Means this Agreement including all the Annexes, Schedules, Attachments and Change Orders executed in accordance with the provisions of this Agreement.
- “Best Industry Practice”** Means in relation to any undertaking and any circumstances, the highest degree of professionalism, skill, diligence, prudence and foresight which would be expected from an internationally recognised and market leading company engaged in the same type of activity under the same or similar circumstances, and which is best in class.
- “BTL”** Means Belize Telemedia Limited, a company duly incorporated and existing under the Laws of Belize together with its subsidiaries, officers, agents, employees, directors, representative, permitted assigns and or any BTL authorized personnel.
- “Business Day”** Means a day other than a Saturday, Sunday or a public holiday in Belize.
- “Capacity”** Means a specified amount of internet capacity at an agreed bandwidth provided by BTL to the Customer solely with respect to point-to-point connectivity between the designated locations, as set forth in the Schedules agreed by the Parties.

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**“Commercial Use”**

Means use of the internet Capacity provided by BTL to the Customer for the Customer’s sale of services to End Users.

**“Confidential information”**

Means any:

- (a) information relating to the products, services, business, proposed business, finances, transactions, clients and staff and affairs of BTL and or any Group Company for the time being confidential to BTL and or any Group Company;
- (b) Intellectual Property Rights of BTL and or any Group Company;
- (c) trade secrets (including price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, other technical data, operating procedures, policies and practices) relating to the business of BTL and or any Group Company and which are for the time being confidential to BTL and or any Group Company;
- (d) information relating to the business, finances, dealings, transactions and affairs of any client, customer or supplier of BTL and or any Group Company;
- (e) information in respect of which BTL and or any Group Company is bound by an obligation of confidentiality to a third party; and
- (f) any other information which is designated as confidential by BTL and or any Group Company or which because of its

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character or the circumstances or manner of its disclosure is evidently confidential.

- “Consequential Loss”** Means consequential, special, indirect, incidental, or punitive damages or loss or any loss of profits or other form of economic loss however arising.
- “CPE” or “Customer Premises Equipment”** Means software, and or other equipment or materials located at the Customer’s premises and which are used in connection with the Services.
- “Customer”** Means [REDACTED], a company duly incorporated and existing under the laws of [REDACTED], and whose registered office is situated at [REDACTED].
- “Customer POI”** Means the Customer Point of Interface, which is the point of demarcation where the Customer, or the End Users interconnect to the applicable Services.
- “Effective Date”** Means the date of this Agreement.
- “End Users”** Means the Customer’s end-users, and any other person who utilizes or accesses the Services, including any internet-based product or other service provided by Customer to such end user while utilizing the Services provided hereunder.
- “Events of Default”** Has the meaning set out in *Clause 8.2*.

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**“Group Company”**

Means an Affiliate, or subsidiary of BTL, or any company which BTL holds shares in and includes any person with whom BTL has a partnership agreement with.

**“Initial Term”**

Has the meaning prescribed in *Clause 7.1*.

**“Intellectual Property Rights”**

Means any and all copyright, rights in inventions, patents, Know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, the right to sue for passing off, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future, and
- (e) wherever existing.

**“Know-how”**

Means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not).

**“Law”**

Means:

- (a) any law, statute, regulation, by-law, or subordinate legislation in force in Belize from time to time to which a Party is subject;
- (b) the common law and laws of equity as applicable to the Parties from time to time;

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- (c) any court order, judgment or decree that is binding on any or both of the Parties;
- (d) any applicable industry code, policy or standard;  
or
- (e) any applicable direction, policy, rule, or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources, or business.

- “Losses”** Means all liabilities, costs, expenses (including legal expenses), claims, debts, actions, proceedings, damages, fines, penalties, loss of profit or Consequential Loss, and **“Loss”** shall be construed accordingly.
- “MRC”** Means a Monthly Recurring Charge as set forth in the applicable Schedule.
- “Network”** Means BTL's systems or series of systems, operating within such boundaries as may be prescribed, for the transmission or reception of internet services and messages by means of guided or unguided electromagnetic energy or both, to supply telecommunication and internet services between places within Belize or between places outside of Belize.
- “NRC”** Means the activation charge which is a non-recurring set-up installation charge as set forth in the applicable Schedule.
- “Parties”** Means BTL and the Customer collectively, and each shall be individually referred to as a **“Party”**.

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- “Rates”** Means the rates for the Services provided by BTL under this Agreement.
- “Renewal Term”** Has the meaning prescribed in *Clause 7.1*.
- “Services”** Means the IP Transit service which allows connectivity between the Customer's network and one of BTL's Internet nodes by traversing BTL's backbone transport network, to provide the Customer and or the Customer's Affiliates with wholesale Internet Peering (“IP”) capacity charged at a per Mbps Rate. The Customer shall use this IP transit service to provide internet services for private, Commercial Use and non-Commercial Use.
- “Service Agreement”** Means the main body of this Agreement exclusive of the schedules.
- “Service Order Form”** Means the form in *Schedule B* which has been duly executed by the Parties.
- “Service Level Agreement” or “SLA”** Means the terms set forth in *Schedule A* which have been duly executed by the Parties.
- “Service Due Date”** Means the maximum delivery date determined pursuant to a feasibility study conducted by BTL.
- “Term”** Has the meaning prescribed at *Clause 7.1*.

## 2. Interpretation

2.1 In this Agreement:

- 2.1.1 all Schedules, Change Order Forms, and Attachments hereto shall form an integral part of this Agreement;

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- 2.1.2 the general terms and conditions set out in the Schedules that are applicable to any Service provided by BTL shall continue in force for so long as any Service is being provided by BTL to the Customer;
- 2.1.3 in the event of any conflict between the terms contained in the main body of this Agreement and those contained in the Schedules, then the terms in the main body of this Agreement shall prevail;
- 2.1.4 a reference to a “Party” includes that Party’s personal representatives, successors and permitted assigns;
- 2.1.5 a reference to a “person” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 2.1.6 a reference to a gender includes each other gender;
- 2.1.7 words in the singular include the plural and vice versa unless the context requires otherwise;
- 2.1.8 a reference to “writing” or “written” includes any method of reproducing words in a legible and non-transitory form (including email);
- 2.1.9 any words that follow “include”, “includes”, “including”, “in particular” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.1.10 the headings contained in this Agreement and the use of bold type are for ease of reference only and shall not affect the interpretation of this Agreement;
- 2.1.11 a reference to legislation is a reference to that legislation as in force as at the date of this Agreement and as amended, extended, re-enacted or consolidated from time to time during the Term;
- 2.1.12 a reference to “Dollars”, “\$”, or any sum of money means Belize Dollars; and

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2.1.13 a reference to time means the local time in Belize.

**3. SERVICES - GENERAL TERMS**

- 3.1 BTL shall provide the Customer with the IP Transit Services in accordance with the terms of this Agreement, thereby allowing connectivity between the Customer's network and BTL's internet nodes traversing BTL's backbone transport network and allowing for wholesale Internet Peering Capacity charged per Mbps.
- 3.2 Throughout the Term of this Agreement, BTL may replace or alter the equipment used to provide the Services.
- 3.3 BTL shall bear no responsibility for delays in the delivery of the Services, provided these delays are attributable to the Customer, the Customer's employees, End Users, and or the Customer's contractors and or the Customer's subcontractors.
- 3.4 BTL may refuse to install additional equipment and or provide the Services until BTL is satisfied that the minimum conditions of safety for its equipment have been met as per Best Industry Practice.
- 3.5 The Customer may at any time during the Term, and upon providing 7 (seven) days written notice to BTL, request an increase in bandwidth Capacity. Such request shall institute negotiations between the Customer and BTL for the implementation of new Rates which reflect the increase in bandwidth Capacity. The increased bandwidth Capacity shall subject to Clause 3.6, be provided by BTL to the Customer no later than 1 (one) month after new Rates have been agreed to by the Parties.
- 3.6 BTL may delay additional bandwidth Capacity to the Customer if BTL's current capacity is insufficient to allow for this, provided that BTL carries out necessary upgrades as soon as it is reasonably possible to allow for

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the upgrade having regard to all prevailing circumstances affecting BTL.

3.7 Subject to *Clause 7*, notwithstanding any provision herein to the contrary, BTL may immediately, without notice, restrict, deactivate, reduce, or cause the Customer to restrict or deactivate any or all of the Services if BTL reasonably determines that:

3.7.1 such actions are required by applicable Law or governmental authority; or

3.7.2 any equipment, service, or network of the Customer or the Customer's End Users interferes with, or causes a disruption, degradation or interruption of systems, equipment or Networks of BTL or its Affiliates and their respective customers, and

BTL shall, provide notice to the Customer prior to such deactivation, restriction, or reduction.

**4. CHARGES**

4.1 The charges for the Services shall be payable by the Customer to BTL in accordance with the Schedules contained herein. Service charges are expressed in Belize Currency and shall be applicable as of the date of the Customer's acceptance of the Services.

4.2 The Services shall be billed monthly. All Monthly Recurring Charges ("**MRCs**") thereafter shall be invoiced monthly in advance and shall be due no later than 30 (thirty) days from the date of invoice.

4.3 Redundancy is not included in the charges and is available to the Customer at an additional charge to be determined by BTL and subject to an additional survey conducted by BTL.

4.4 The Customer shall pay to BTL the charges set forth in *Schedule B* of this Agreement. The charges presented are net and are exclusive of taxes.

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4.5 Invoices shall be sent to the Customer via electronic means to the following email address:

Name:   
Email:   
Phone:

4.6 The Customer hereby acknowledges and agrees that late payments following the expiration of 30 (thirty) days from the due date shall be subject to an interest on overdue payments at a rate equivalent to 2% (two percent) of the monthly service fee.

4.7 The Customer, may, in good faith, dispute all or any part of any amount of any invoice or bill issued by BTL to Customer. The Customer shall provide BTL with a written notice, within 5 (five) days from receipt of the invoice or bill and in any case, prior to the due date, explaining the complaint and the amount in dispute. BTL shall endeavour to resolve the disputed amount within 7 (seven) Business Days after receipt of the complaint.

4.8 BTL may invoice the Customer for amounts due to BTL from the Customer which have not been previously invoiced. Failure to invoice by BTL shall not be deemed a waiver of BTL's right to collect fees for Services received by the Customer.

4.9 BTL shall be under no obligation to provide additional Services under this Agreement if the Customer has not made timely payments under this Agreement or under any other agreement for Services or Capacity between the Customer and BTL or their respective Affiliates.

**5. REPRESENTATIONS AND WARRANTIES**

5.1 BTL shall make all reasonable efforts to provide smooth, uninterrupted Services. Where the Services are interrupted, the Customer agrees that BTL shall not be held liable for any Loss whatsoever. BTL exercises no

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control over and has no responsibility whatsoever for the content accessible or actions taken or omissions made through or by using the internet, and BTL expressly disclaims any responsibility for such content or actions.

5.2 Any advice or information given to the Customer by BTL, BTL's Affiliates, employees or BTL's contractors, after the execution of this Agreement, shall not create any warranty and or representation that legally binds BTL.

## **6. OBLIGATIONS OF THE PARTIES**

6.1 The Customer shall:

- 6.1.1 keep Confidential Information confidential and notify BTL of any requirement by a court, the Law or any public authority with competent jurisdiction, for the Confidential Information to be disclosed and assist BTL in limiting the disclosure required by such court, Law or any public authority or competent jurisdiction;
- 6.1.2 accept the Services from BTL, in accordance with the terms and conditions contained in this Agreement and the Service Level Agreement in *Schedule A* as amended from time to time;
- 6.1.3 ensure timely payment of all fees and charges for the provision of the Services;
- 6.1.4 adhere to the minimum guarantee capacity as contained in the *Schedule B*;
- 6.1.5 use the IP Transit Services for private, Commercial Use and non-Commercial Use;
- 6.1.6 ensure that the Customer's circuits interconnecting to BTL's Network at the designated Customer POIs conform with Best Industry Practice;
- 6.1.7 ensure that the Services are not used for any unlawful purpose, including, without limitation, any use that

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- constitutes or may constitute a violation of any Law, regional law or international law;
- 6.1.8 ensure that the Services provided to the Customer hereunder are for the transmission of internet traffic solely between the Customer's POI designated in the applicable Schedule and or Service Order, and BTL's Network;
  - 6.1.9 assume complete responsibility to provide, configure, and to install a suitable CPE, in accordance with BTL's technical requirements, and shall assume full management and operation control of such CPE;
  - 6.1.10 assume full responsibility for and provide the hardware requirements which include a Customer Edge Router, Line Interface Cards, 1000 Base LC SFP Module, and the full Fibre Infrastructure;
  - 6.1.11 assume full responsibility for updating and or purchasing equipment to function as the Customer Edge ("**CE**") Router. Such equipment includes but is not limited to the interface cards, modules, and all necessary peripherals to establish connectivity via LC/UPC Single-mode fibre connector;
  - 6.1.12 ensure that the CE Router is Border Gateway Protocol ("**BGP**") version 4 compatible, and can configure the BGP router identifier, default limits, next-hop address, routing address family and routing policy. These will be defined by BTL and provided to the Customer to perform the necessary configuration on their CE Router. BTL shall also define a Service in megabits per second ("**Mbps**") to limit the maximum throughput in accordance with the Services procured by the Customer;
  - 6.1.13 assume responsibility for updating and or purchasing software licenses and support for the Customer's router including annual licensing fees or any additional service or component that is required;

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- 6.1.14 provide the Customer's own Autonomous System Number ("**ASN**") and Internet Protocol ("**IP**") addresses and that of any of the Customers' customers or Affiliates to facilitate connection to BTL's Network. The ASN must be registered with the Latin American & Caribbean Network Information Center ("**LACNIC**");
- 6.1.15 grant BTL, and any duly authorised agent of BTL, a license to access the Customer's location, premises and equipment as is required by BTL to provide the Services, and for the duration of this Agreement or any term duration otherwise agreed pursuant to the relevant Schedule. Access shall include, but is not limited to, access to use of equipment, space, and electricity at no charge to BTL;
- 6.1.16 provide the infrastructure and install the fibre optic cable from BTL's terminating location to the Customer's originating location as set forth in *Schedule B*. The Parties may agree in writing that BTL will provide the infrastructure;
- 6.1.17 not to rearrange, move, disconnect or repair any equipment belonging to BTL or BTL's underlying service provider;
- 6.1.18 bear complete responsibility for any Loss, damage or injury to BTL, or any third party, occurring on the Customer's premises, provided said damages are not the result of any negligence by BTL, BTL's employees, contractors, and or subcontractors;
- 6.1.19 not to allow liens to be placed on any equipment provided by BTL or BTL's underlying service provider and which is located at the Customer's premises. If a lien is placed on such equipment, the Customer agrees to cause such lien to be immediately removed, at the Customer's sole expense. If the Customer fails to remove such lien in a timely manner, BTL may cause such lien to be removed at the Customer's sole expense;

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- 6.1.20 ensure that the Services, equipment and the Customer premises are available at BTL's request so as to permit BTL, or any of BTL's duly authorised agents, to conduct tests, adjustments, and repairs that may be necessary for the Services to be maintained in an efficient working order. BTL shall endeavour to provide reasonable notice to the Customer if tests, adjustments, repairs are not of an urgent or emergency nature; and
  - 6.1.21 bear complete responsibility for the design, subcontracting, implementation or maintenance of civil works, masonry works, civil engineering or architectural works that may be required during the course of installation of the Services.
- 6.2 BTL shall:
- 6.2.1 provide Internet Peering Capacity in accordance with the terms of this Agreement and notify the Customer as soon as reasonably possible of any changes affecting the provision of the Services;
  - 6.2.2 perform monitoring of BTL's Network nodes and infrastructure via a Network Management System;
  - 6.2.3 ensure that only BTL's authorized personnel, contractors, subcontractors and or agents shall work on fibre optic cables, optical fibre distribution and or junction box, active and or passive equipment, and any other element of the Network through which the Services is provided; and
  - 6.2.4 provide notice of scheduled maintenance. In the event BTL determines that it is necessary to interrupt Services or attempt for Services to be interrupted due to the performance of a scheduled maintenance, BTL shall provide the Customer with no less than 48 (forty-eight) hours prior notice of performance of these scheduled maintenances. In no event shall interruption for scheduled maintenance constitute a Service outage,

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Service unavailability, technical issue, failure of performance or an event of default by BTL.

**7. TERM**

7.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of [redacted] ( [redacted] ) months which expires on the [redacted] of [redacted] 20[redacted] (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for consecutive periods of 1 (one) year each (each a "Renewal Term") unless terminated by either Party giving at least 3 (three) months' prior written notice of termination prior to the end of either the Initial Term or the then current Renewal Term, or unless this Agreement is otherwise terminated in accordance with its terms and or the Law. The Initial Term plus any Renewal Term shall be the "Term."

7.2 If the Customer terminates the Services prior to the expiration of the Term the following Cancellation Charges shall apply:

7.2.1 the Customer shall pay BTL as liquidated damages, the MRCs for the full duration of the agreed Term, including but not limited to all cancellation charges, penalties, and all other costs BTL may incur with its underlying service providers or otherwise related to installation, provisioning, engineering, testing and shipping, and general provision of the Services; and

7.2.2 the Customer shall pay to BTL as liquidated damages, the MRCs for the remainder of the agreed Term in full, without demand, as of the date of such early termination.

7.3 The Term agreed upon for providing the Services shall without prejudice to Clause 7.1, be established in the Service Order Form in Schedule B. Such Term shall be subject to a feasibility survey to determine the maximum delivery deadline of the Services. BTL will notify the Customer of the completion of installation and the underlying carrier testing of Services ordered. The Customer shall have a period of 10 (ten) Business

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Days to confirm that the Services have been installed and are functioning properly. If the Customer notifies BTL that the Services are not installed or functioning properly, BTL shall correct any deficiencies in the Services. The Customer shall thereafter receive an invoice for Services to be billed.

7.4 The Customer shall maintain a minimum guaranteed Capacity (measured in Mbps) throughout the duration of the Term as set forth in the Service Order Form in *Schedule B*. BTL may terminate this Agreement forthwith, if the Customer fails to achieve the minimum guaranteed Capacity resulting in a breach of contract by the Customer. The Customer shall pay BTL for the minimum guaranteed Capacity at the per Mbps Rate set forth in *Schedule B*.

**8. EVENTS OF DEFAULT AND TERMINATION**

8.1 This Agreement may be immediately terminated by written notice by either Party, if the other Party suffers or causes an Event of Default.

8.2 The following are “**Events of Default**” under this Agreement:

- 8.2.1 a Party commits a material breach of this Agreement;
- 8.2.2 a Party becomes insolvent;
- 8.2.3 winding up or bankruptcy proceedings are commenced against a Party and such proceedings are not dismissed within 60 (sixty) days of their commencement; or
- 8.2.4 a Party ceases to do business for 30 (thirty) consecutive Business Days.

8.3 Upon the occurrence of any Event of Default, the non-defaulting Party may suspend, disconnect, or terminate the specific Services provided under this Agreement.

8.4 Upon the occurrence of any Event of Default, each Party shall immediately return to the other any stock, property, and equipment of the other Party, and the Customer shall allow BTL access to its property

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or premises for the removal of any equipment or Capacity provided to the Customer.

8.5 The Customer shall be entitled to summarily terminate this Agreement by written notice to BTL if BTL fails to perform any of its obligations under the Agreement and such failure continues unremedied for a period of 30 (thirty) consecutive days after written notice of such failure is delivered to BTL (or such longer period of time as applicable if such failure cannot readily be cured within such 30 (thirty) day period).

8.6 Termination of this Agreement and or discontinuation of the provision of the Services in accordance with this Agreement shall not relieve the Customer of any liability to pay for the Services or other services provided and all monies due to BTL from the Customer shall immediately become due and payable.

**9. INDEMNITIES**

9.1 The Customer shall indemnify BTL, BTL’s employees, and agents and shall keep each of them fully indemnified at all times against all actions, claims, demands, proceedings, costs, expenses, fines, penalties, taxes, Losses and liabilities whatever, arising from, or connected with:

- 9.1.1 any Loss, injury or damage sustained by BTL, its employees or agents or any third party as a result of the actions, inactions or negligence of the Customer; or
- 9.1.2 any breach or non-compliance by the Customer of or with any of the provisions of this Agreement.

**10. INTELLECTUAL PROPERTY**

Each Party shall retain its Intellectual Property Rights, title and interest in its respective trademarks, service marks and trade names as well as Intellectual Property Rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognise that except as otherwise expressly

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provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the other Party's intellectual property.

**11. NON-ASSIGNMENT**

Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed or denied. All assignees shall be bound by the terms of this Agreement. Any unauthorized assignment or attempt to assign the obligations will render to the other Party the right to immediately terminate this Agreement and or Services provided.

**12. FORCE MAJEURE**

In no event shall either Party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said Party, including, but not limited to, acts of God, acts of the public enemy, acts of the Government or Belize, acts of local or foreign governments, fires, storms, floods, epidemics, pandemics, quarantine restrictions, labour disputes, strikes, freight embargoes, failures or delays in transportation or communications, equipment failures and similar occurrences (each of which is a **“Force Majeure”**). If there is any such delay, then the periods for completion of the obligations of the Party affected by such event shall be automatically extended by an equitable period based on the duration and effect of such Force Majeure.

**13. EXCLUSION AND LIMITATION OF LIABILITY**

13.1 Notwithstanding any other provision of this Agreement, BTL shall not be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise for any Consequential Loss of any nature whatsoever incurred or suffered by the Customer or the Customer's Affiliates.

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13.2 BTL's total liability under this Agreement and for the provision of the Services shall be limited to correcting any deficiencies and providing rebates pursuant to the Service Level Agreement contained in Schedule A. BTL's liability under this Clause 13.2 shall be in lieu of any warranty or condition implied by Law as to the quality or fitness for any particular purpose of the Services, and save as provided in this Clause 13, BTL shall not be under any liability, whether in contract, tort or otherwise, in respect of any injury, damage or Loss resulting from the provision of the Services in accordance with this Agreement or from any work done in connection therewith.

**14. NON-PARTNERSHIP**

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings, and arrangements between them in respect of its subject matter, whether in writing or oral. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

**16. AMENDMENT**

This Agreement may be varied, modified, amended and or altered by an instrument in writing, refers to this Agreement, and is duly signed or executed by, or on behalf of, each Party.

**17. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

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enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **18. WAIVER**

18.1 The rights of each Party under this Agreement:

- 18.1.1 may be exercised as often as is necessary;
- 18.1.2 are cumulative and not exclusive of rights or remedies provided by Law; and
- 18.1.3 may be waived only in writing and specifically.

18.2 Failure or delay by either Party at any time in the exercise or on exercise of any such right is not a waiver of that right.

## **19. CONFLICTS WITHIN THE AGREEMENT**

19.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

- 19.1.1 the terms and conditions in the main body of this Agreement;
- 19.1.2 the Schedules; and
- 19.1.3 Subject to the foregoing order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

## **20. NOTICES**

20.1 Any notice or other communication given by a Party under this Agreement shall be:

- 20.1.1 in writing and in English.
- 20.1.2 signed by, or on behalf of, the Party giving it (except for notices sent by email); and

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20.1.3 sent to the relevant Party at the address set out in Clause 20.3.

20.2 Notices may be given, and are deemed received:

20.2.1 by hand: on receipt of a signature at the time of delivery;

20.2.2 by registered mail, DHL or similar tracked mail or courier service: 3 (three) Business Days after online or other tracking of the mail reflects that the notice has been delivered to the correct address for notices; or

20.2.3 by email: two (2) Business Days after the notice has been sent to the correct email address for notices.

20.3 Notices and other communications shall be sent to:

**If to the CUSTOMER:**

[Redacted Customer Address]

Tel: [Redacted]

**OR EMAILED TO:**

Email: [Redacted]

Marked for the attention of: [Redacted]

**If to BTL:**

Belize Telemedia Limited  
Esquivel Telecom Centre  
#1 St. Thomas Street,  
Belize City,  
Belize

Tel: (501) 223-8341

**OR EMAILED TO:**

Email: [LegalRegulatoryAffairs@livedigi.com](mailto:LegalRegulatoryAffairs@livedigi.com)

**With a copy to email:**  
[mksmith@livedigi.com](mailto:mksmith@livedigi.com)

Marked for the attention of: **Mr. Moshea Smith**, General Manager, B2B Sales

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- 20.4 Any change to the contact details of a Party as set out in *Clause 20.3* shall be notified to the other Party in accordance with *Clauses 20.1 and 20.2* and shall be effective:
- 20.4.1 on the date specified in the notice as being the date of such change; or
  - 20.4.2 if no date is so specified, 3 (three) Business Days after the notice is deemed to be received.
- 20.5 This *Clause 20* shall not apply to notices given in legal proceedings or arbitration.

## **21. DISPUTE RESOLUTION**

Where there is a dispute, the aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other Party and or the discrepancy in records. A representative from senior management of each of the Parties shall meet in person or communicate by telephone or Microsoft Teams or Zoom video calls within 5 (five) Business Days from the date of the written notification in order to reach an agreement about the nature of the deficiency and or discrepancy and the corrective action to be taken by the respective Parties. If the dispute cannot be resolved or if the agreed completion dates in any written plan of corrective action are exceeded, either Party may seek its legal remedies in the Courts of Belize pursuant to *Clause 22*.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of Belize.

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22.2 The Parties irrevocably agree, subject to *Clause 21*, that the Courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS WHEREOF** the Parties herein have by their duly authorized representatives set their hands the day and year first hereinbefore written.

SIGNED AND DELIVERED  
for and on behalf of  
\_\_\_\_\_

SIGNED AND DELIVERED  
for and on behalf of  
**BELIZE TELEMEDIA LIMITED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Dionne Emtage**  
Chief Commercial Officer  
Belize Telemedia Limited

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**WITNESS**

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**SCHEDULE A**  
*Service Level Agreement ("SLA")*

**1. SERVICES**

The Services identified in the Service Order Form as set forth in *Schedule B* shall be governed by and are subject to the terms and conditions of the Service Agreement and this Service Level Agreement ("**SLA**"). In the event that the Customer has not executed an agreement with respect to the Services, then BTL's standard terms and conditions (as of the date of the Service Order) shall govern, a copy of which is available upon request.

This Service Level Agreement is not to be effective until executed by the both Parties, and is subject to equipment availability and interconnectivity.

All Customer supplied equipment, hardware and software must be on-site and operational prior to the beginning of the delivery date of the Services or additional fees may result. The designated interface points may not be changed without the Customer paying all applicable charges, and is subject to availability.

**2. TECHNICAL REQUIREMENTS AND PROCEDURES**

2.1 The following are the technical procedures pertaining to the Services provided by BTL as set forth in the Service Agreement. In order for BTL to properly adhere to the requirements of this Agreement, BTL commits to:

2.1.1 **Uptime and access:** The Service will have an uptime and be available for a minimum interaction of 99.9%. BTL commits in accordance with the terms of this Agreement to a service availability of 99.9% ("**Service Availability**").

2.2 Service Unavailability means when the Customer's Internet Service is unable to transmit and receive data.

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2.3 Service Unavailability excludes downtime caused by or resulting from the following:

- 2.3.1 Customer requested upgrades, additions to the Service or rearrangements;
- 2.3.2 emergency maintenance activities;
- 2.3.3 scheduled maintenance activities;
- 2.3.4 problems or interruptions caused by the Customer;
- 2.3.5 problems or interruptions caused by damages to fibre infrastructure;
- 2.3.6 malfunction of equipment;
- 2.3.7 a Force Majeure event;
- 2.3.8 suspension or termination as a result of an Event of Default; or
- 2.3.9 faults where the cause has been identified as being a malicious act.

### 3. TECHNICAL ISSUES

3.1 Technical issues shall be handled and resolved through the implementation of the following procedure to minimize down time:

- 3.1.1 **Availability of Customer's technical support:** 24 (twenty-four) hours per day, 7 (seven) days per week, 365 (three hundred and sixty-five) days per year.
- 3.1.2 **Procedure for reporting technical issues (opening a ticket):**
  - 3.1.2.1 Both Parties shall provide each other with an email address and contact number for their respective points of contact, which shall be used by the Parties to report bugs, errors or technical issues relating to Customer's Service. The contact information provided shall always be accessible to the other Party.
  - 3.1.2.2 Either Party may open a ticket to report an issue, and:

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3.1.1.1 in the event that the Customer identifies an issue on BTL's network, the Customer is required to communicate the issue via email using a ticket process to the BTL contact listed in the table in this *paragraph 3* of this SLA.

3.1.1.1 in the event that BTL identifies an issue on the Customer's network, BTL is required to communicate the issue via a ticket process to the Customer contact listed in the table in this *paragraph 3* of this SLA.

<b>BTL's contact information</b>	<b>Customer's contact information</b>
<b>Name:</b> Ms. Kenisha Stuart	<b>Name:</b> _____
<b>Post:</b> Sales Solutions Manager-P3	<b>Post:</b> _____
<b>Email:</b> <a href="mailto:kstuart@livedigi.com">kstuart@livedigi.com</a>	<b>Email:</b> _____
<b>Phone number:</b> 223-8634 or 614-4147	<b>Phone number:</b> _____

3.2 During office hours of (8:00am - 5:00pm) Monday through Friday all communications shall be received and responded to directly by the Customer's Operation/Technical team or by BTL's Commercial escalation team.

3.3 During non-office hours (anytime not listed at *paragraph 3.2* of this SLA) all communications sent to BTL under this *paragraph 3* of this SLA shall be received and responded to by a BTL Corporate Sales Representative and/or directed to the mobile phone of the on-duty person in charge of

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the Customer's Operations/Technical team or by BTL's Commercial escalation team.

3.4 The Customer's Operation/Technical team is responsible for responding to BTL's Commercial escalation team as soon as possible in order to acknowledge and address the issue with a plan to resolve it.

3.5 When a technical issue is reported by either Party, all correspondence pertaining to the technical issue shall include:

- 3.5.1 company/Customer name;
- 3.5.2 the name and phone number of the representative reporting the issue;
- 3.5.3 the trouble ticket number;
- 3.5.4 the name of the service being affected;
- 3.5.5 the exact time and location of the issue;
- 3.5.6 access restrictions, if any;
- 3.5.7 the priority level (high, medium, low); and
- 3.5.8 a description of the issue.

#### 4. PROCEDURE TO ESCALATE A TICKET

4.1 The Customer and BTL shall escalate internally on HIGH priority issues which are important/urgent.

4.2 If the Parties are not satisfied with a solution, the Parties may escalate to a higher escalation level.

4.1 Escalation will take place via email or phone to the persons listed at the relevant escalation level in the table in this *paragraph 4* of this SLA. The word "**Escalation**" and the Service Ticket Number must be used in the subject line.

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Initials of the Customer's Signatory: \_\_\_\_\_

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Escalation Level	BTL's Contact Information	Customer's Information	Contact
First Escalation Level	<b>Name:</b> Kenisha Stuart <b>Post:</b> Sales Solutions Manager-P3 <b>Email:</b> <a href="mailto:kstuart@livedigi.com">kstuart@livedigi.com</a> <b>Phone number:</b> 614-4147	<b>Name:</b> _____ <b>Post:</b> _____ <b>Email:</b> _____ <b>Phone number:</b> _____	
	<b>Name:</b> NOC Back Office <b>Email:</b> <a href="mailto:noc-bo@livedigi.com">noc-bo@livedigi.com</a> and <a href="mailto:noc-fo@livedigi.com">noc-fo@livedigi.com</a> <b>Phone number:</b> 223-8423		
Second Escalation Level	<b>Name:</b> Moshea Smith <b>Post:</b> General Manager, B2B Sales <b>Email:</b> <a href="mailto:mksmith@livedigi.com">mksmith@livedigi.com</a> <b>Phone number:</b> 610-5715	<b>Name:</b> _____ <b>Post:</b> _____ <b>Email:</b> _____ <b>Phone number:</b> _____	
	<b>Name:</b> Ryan Casimiro <b>Post:</b> Manager, Network Operations Center <b>Email:</b> <a href="mailto:rcasimiro@livedigi.com">rcasimiro@livedigi.com</a> <b>Phone number:</b> 610-4660		
	<b>Name:</b> Odavano Obando <b>Post:</b> General Manager, Operations <b>Email:</b> <a href="mailto:oobando@livedigi.com">oobando@livedigi.com</a>	<b>Name:</b> _____ <b>Post:</b> _____ <b>Email:</b> _____ <b>Phone number:</b> _____	

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Initials of the Customer's Signatory: \_\_\_\_\_

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Third Escalation Level	<b>Phone number:</b> 610-3524
	<b>Name:</b> Dionne Emtage <b>Post:</b> Chief Commercial Officer <b>Email:</b> <a href="mailto:demtage@livedigi.com">demtage@livedigi.com</a> <b>Phone number:</b> 615-7774

## 5. PROCEDURE FOR MANAGING IMPROVEMENT

Although the Customer's system and infrastructure are designed to recover quickly in case of technical issues, the Parties agree that in the event a technical issue extends beyond the timeframe listed below (in *paragraph 6*), and cannot be repaired by the Customer, the Customer is required to call BTL in order to properly inform them of this situation.

## 6. SERVICE TICKET TIMES FOR THE RESOLUTION OF A TECHNICAL ISSUE

Priority	Priority Classes	Response Time	Resolution Time
High	A severe malfunction in any part of the Service, which prevents the transmission of data. A support task with a Priority Class High can be: <ul style="list-style-type: none"> <li>• Fibre Loss</li> <li>• Security Breach</li> <li>• Backbone Equipment Failure</li> </ul>	1 (one) hour	4 (four) hours

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Medium	A serious malfunction in any part of the Service	4 (four) hours	8 (eight) hours
Low	A non-critical malfunction in any part of the Service, which is not critical for the Customer's use of the Service. A support task with a Priority Class Low can be: <ul style="list-style-type: none"> <li>• Incorrect invoicing</li> </ul>	8 (eight) hours	To be agreed on a case-by-case basis

## 7. PROCEDURE TO CLOSE A TICKET

Once the technical issue is resolved and the Services are back to operating correctly, the Party who resolved the issue is responsible for reporting the technical issue to the other in writing via email to the appropriate staff member that reported the technical issue in order to inform him/her that the issue has been resolved. This should be sent within 6 (six) working hours of the fault being resolved. Upon receipt of this email, the receiving person shall confirm receipt of the email and acknowledge that the ticket has been closed, upon which, the ticket shall be deemed closed.

## 8. OPERATION AND MAINTENANCE

8.1 The Customer is responsible for monitoring their own system, in order to report a ticket to BTL immediately in the event that they identify a technical issue that may impair their Service and or the experience of its End Users.

8.2 The Customer must also monitor their platform to report any anomalies they find due to irregular or excessive engagement in their Services, increased requests for technical support or any other indicators that there may be a severe/chronic issue that BTL should be made aware of.

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In the event the Customer issues a ticket and sends it to BTL, the Customer shall follow the aforementioned processes, protocols and timelines.

8.3 The Customer is responsible for implementing backup policies and maintaining records in order to ensure that the Service is able to recover in the event of a technical issue that compromises its Service.

8.4 The Customer shall not under any circumstances access the Customer Premises Equipment to make any modifications, configuration changes or any attempt to modify topology after deployment.

**9. SEVERE AND CHRONIC PROBLEMS**

9.1 A Customer experiences a Severe Problem if the aggregate Service Outage time experienced is in excess of 24 (twenty-four) hours in any calendar month. If a subsequent severe problem occurs within 1 (one) calendar month following the calendar month in which a customer experienced a Severe Problem, the problem will be considered Chronic.

9.2 A Chronic or Severe issue must be reported to BTL for verification. Upon verification of a Chronic Problem, the Customer shall be entitled to a rebate, which shall be a 5% (five percent) reduction for every 1% (one percent) below the Service Availability in a period of 1 (one) month, on any bill or invoice issued to the Customer by BTL for such Service ("**Rebate**").

9.3 A Rebate shall be retroactive to the time at which the Service provided by BTL failed. The total Rebate for Service Unavailability in any given month shall not exceed the Monthly Recurring Charge that is actually payable by the Customer for the Services during that period.

9.4 A Rebate is not available for downtime caused as a result of those issues set forth in *paragraph 2.3* of this SLA.

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9.5 Pursuant to *paragraph 9.2* of this SLA, a Rebate must be claimed by the Customer in writing to BTL within 15 (fifteen) days from the end of the calendar month in which the downtime occurred. BTL shall investigate the claim and if validated, pay the Customer as provided for herein.

**10. SUSPENSION OR TERMINATION OF SERVICE**

10.1 BTL shall notify the Customer of the following occurrences and the Customer shall research and disable its End Users causing any of the following problems forthwith, and consistent with the seriousness of the problem:

10.1.1 the Service is used to attempt to break security or break security of any computer network, to access an account which does not belong to the Customer or any other act of a malicious nature which may reasonably result in harm or damage to another user's service, equipment or privacy, including but not limited to, any act of fraud;

10.1.2 spamming or phishing with intent to render a system dysfunctional;

10.1.3 bypass fraud including the use of Sim Boxes and/or unauthorized devices;

10.1.4 Denial of Service (DOS) attacks, i.e., the over burdening of a recipient's computer system by sending a high volume of spurious data which effectively impedes functionality or totally disables systems, and any other similar methods of denial of Service;

10.1.5 it is brought to BTL's attention or BTL otherwise gains knowledge that the Service is used to facilitate a business involving the sale or distribution of illegal messages or images;

10.1.6 the Service is used in a manner which is intended to abuse or to violate the rights, privacy, or property rights of others including the use of any process, program, or tool to guess passwords or make unauthorized attempts to access other systems or networks;

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- 10.1.7 the Service is used in a manner which constitutes a violation of any tariff, treaty, or Law;
- 10.1.8 the Customer's End User forges electronic mail headers (addresses) or uses any other method to disguise the customer's identity;
- 10.1.9 the Customer's End User posts, uploads or otherwise distributes copyrighted material on BTL's servers without the consent of the copyright holder (the storage, distribution, or transmission of unlawful material could subject the Customer and its End Users to criminal as well as civil liability); or
- 10.1.10 the Customer's End User stores or distributes certain other types of prohibited material; examples of prohibited materials include, but are not limited to, programs containing viruses or Trojan horses and tools to compromise the security of the other sites, tools used to collect email addresses for use on sending bulk mail or tools used to send bulk mail.

10.2 BTL may discontinue, terminate or suspend the Service if the Customer fails to take immediate action upon being notified by BTL of any of the circumstances and referred to in *paragraph 10.1.1 to paragraph 10.1.10* of this SLA.

10.3 BTL reserves the right to terminate or suspend the Services with immediate effect where prior notification to the Customer of the circumstances and referred to in *paragraph 10.1.1 to paragraph 10.1.10* of this SLA is not practicable in the circumstances.

## 11. DEMARCATION

11.1 Demarcation is required to ensure that the responsibility of BTL and the responsibility of the Customer are clearly and concisely defined.

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11.2 The “**Demarcation Point**” shall mean the customer’s point of interface.

11.3 BTL shall be responsible for:

11.3.1 Services contracted rent or owned at the Demarcation Point; and

11.3.2 testing and verification with the use of its own resources. BTL shall not configure or test the Customer’s Equipment.

11.4 The Customer shall assume full responsibility for:

11.4.1 providing BTL’s Account Representative with an email address when applying for Service or any other service, or reporting a fault for test result to be forwarded;

11.4.2 providing a suitable and safe working environment for BTL’s personnel in connection with the Services; and

11.4.3 any and all wirings, connections and equipment not provided by BTL.

**12. SYSTEM SECURITY**

12.1 The Customer and the Customer’s End Users are prohibited from utilizing the Service or any other service provided by BTL, to compromise the security or tamper with system resources or accounts on computers at BTL.

12.2 BTL reserves the right to release the contact information of the Customer if the Customer or its End Users are suspected to being involved or are involved in the violations of system security incidents. BTL will also fully cooperate with the Law enforcement authorities in investigating suspected breaches of this SLA or the Agreement.

12.3 BTL will notify the Customer of complaints received by BTL which concern the Customer. If BTL determines the problem has not been resolved after the Customer has received notice of offending activity and such activity is causing great harm to parties on the Internet,

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then BTL will black hole the section of IP addresses involved in the spam complaint until BTL is convinced, in its sole discretion, that the problem has been resolved. The Customer shall be notified of such action as soon as is practicable. In rare cases, BTL may have to implement that blackholing policy before contacting the Customer.

- 12.4 BTL reserves the right to investigate suspected violations of this SLA or the Service Agreement if BTL becomes aware of any possible violations or breaches.
- 12.5 BTL may block the Customer's access to the internet at the router level or at the Customer's equipment if BTL has grounds to suspect a breach of this SLA or the Service Agreement, provided that the Customer has been given reasonable opportunity to resolve the problem and has failed to resolve the problem.

### **13. CHANGES TO THE SLA**

BTL has the right to unilaterally change, modify and or update the content of this SLA. Notice of any changes to the content of this SLA shall be provided to the Customer within 14 (fourteen) Business Days of the change being made.

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**14. SIGNATURES**

The undersigned hereby agree to all of the terms, conditions and obligations in this SLA.

SIGNED AND DELIVERED  
for and on behalf of  
\_\_\_\_\_

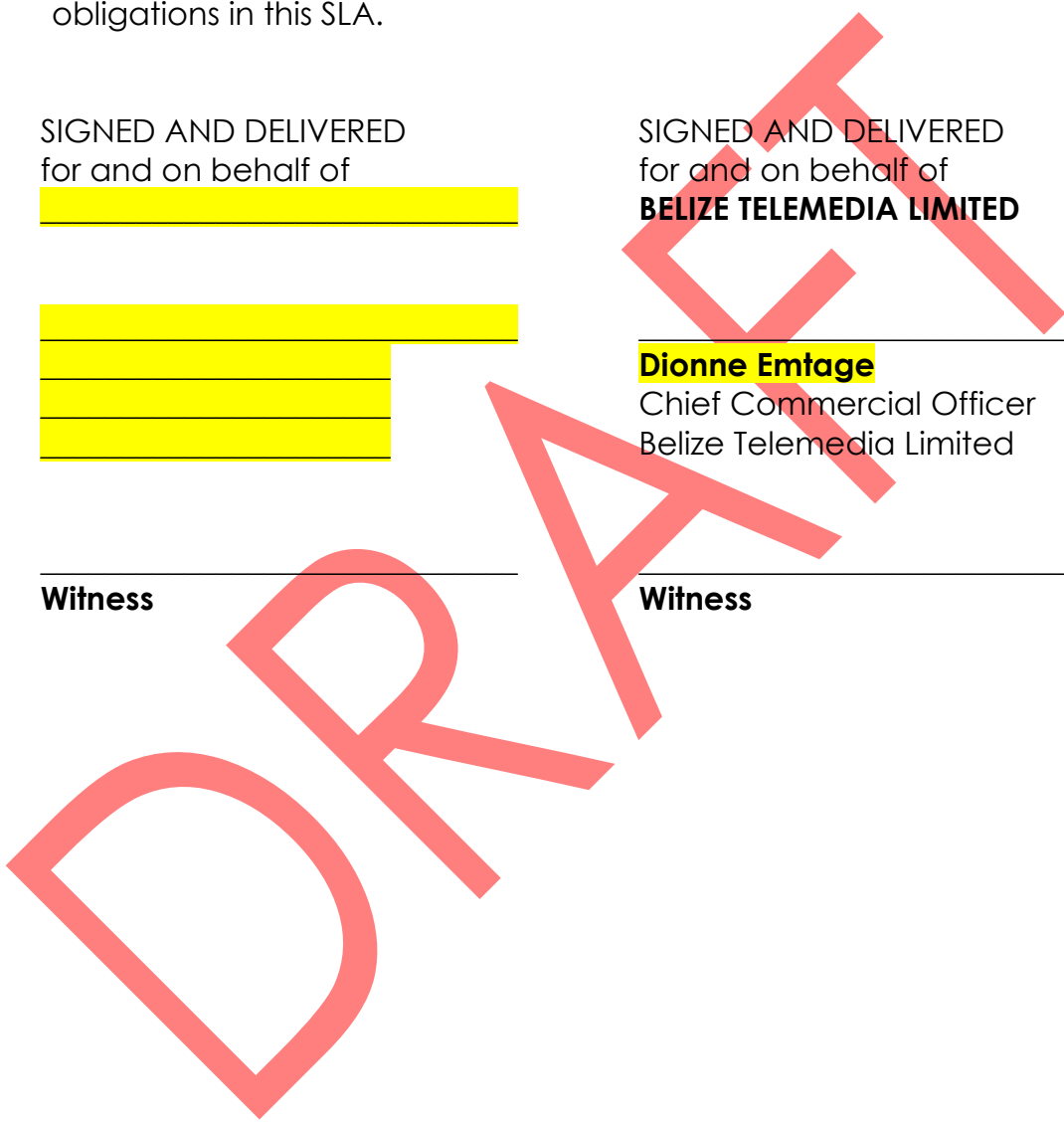
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SIGNED AND DELIVERED  
for and on behalf of  
**BELIZE TELEMEDIA LIMITED**  
\_\_\_\_\_

**Dionne Emtage**  
Chief Commercial Officer  
Belize Telemedia Limited

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**



Initials of the BTL's Signatory: \_\_\_\_\_

Initials of the Customer's Signatory: \_\_\_\_\_

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**SCHEDULE B**  
*Service Order Form*

**CUSTOMER DETAILS:**

<b>Business Name:</b> [Redacted]	
<b>Address:</b> [Redacted]	
<b>Order Date:</b>	[Redacted]
<b>Customer Number:</b>	<b>Account</b> [Redacted]

**CUSTOMER PROVISIONING CONTACT INFORMATION**

<b>Name:</b>	[Redacted]
<b>Date:</b>	[Redacted]
<b>Email Address:</b>	[Redacted]
<b>Phone Number:</b>	[Redacted]
<b>Contact Hours:</b>	Normal business hours

**BTL CONTACT INFORMATION**

<b>Name:</b>	Moshea Smith
<b>Date:</b>	[Redacted]
<b>Email Address:</b>	<a href="mailto:mksmith@livedigi.com">mksmith@livedigi.com</a>
<b>Phone Number:</b>	223-8341 or 610-5715
<b>Contact Hours:</b>	Normal business hours

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**REQUEST FOR ORDER**

New Service	<input type="checkbox"/>	Upgrade	<input type="checkbox"/>	Renewal	<input type="checkbox"/>	Tech. Req.	<input type="checkbox"/>
Cancellation	<input type="checkbox"/>	Downgrade	<input type="checkbox"/>	Relocation	<input type="checkbox"/>		<input type="checkbox"/>
<b>Technical Comments:</b> New IP Transit Services of [redacted] Mbps bandwidth							

**SERVICE INSTALLATION DETAILS:** [redacted] of [redacted] 20 [redacted] to [redacted] of [redacted] 20 [redacted]

<b>Service Type:</b>	IP Transit		
<b>Original Location:</b>	BTL Headquarters	<b>Ethernet Frame:</b>	
<b>Complete Address:</b>	Esquivel Telecom Centre, #1 Saint Thomas Street, Belize City, Belize	<b>Network Interface</b>	L2
<b>Terminating Location:</b>	[redacted]	<b>Connector Type:</b>	Fiber LC-UPC
<b>Complete Address:</b>	[redacted]	<b>Required Interface:</b>	[redacted] Gbps Ethernet
<b>Total Capacity:</b>	Mbps Internet Bandwidth [redacted] Mbps Gbps Caching Access		

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<b>Minimum Guaranteed Capacity:</b>	Mbps Internet Bandwidth _____ Mbps Gbps Caching Access
<b>Delivery Date:</b>	_____ of _____ 2023

**SERVICE CHARGE:** \_\_\_\_\_ of \_\_\_\_\_ 2023 to \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

<b>Utilization:</b>	Charge per month in Belize Dollars for internet capacity
<b>NRC, Activation (one time):</b>	N/A
<b>Access Fee:</b>	\$ _____ monthly
<b>MRC per Mbps</b>	(\$ _____/Mbps)

**SERVICE CHARGE:** \_\_\_\_\_ of \_\_\_\_\_ 2023 to \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

<b>Utilization:</b>	Charge per month in Belize Dollars for internet capacity
<b>NRC, Activation (one time):</b>	N/A
<b>Access Fee:</b>	\$ _____ monthly
<b>MRC per Mbps</b>	(\$ _____/Mbps)

**CUSTOMER APPROVAL:**

The Customer agrees to purchase the Services ordered herein. The Customer acknowledges that it has read and understands the terms and conditions of this Service Order Form and the Agreement to which this Service Order Form is incorporated by reference, and the Customer agrees to such terms and conditions. The Customer acknowledges that BTL will not process this Service Order Form until BTL receives it fully completed and duly executed by the Customer. The Customer represents and warrants that it is authorised to enter into this Service Order Form for the purchase for additional Services under the Agreement and that the authorised representative identified below, is duly authorised to do so and that this Service Order Form constitutes a legally valid, binding and enforceable obligation in accordance with its terms.

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**COMMERCIAL CONDITIONS:**

- (1) Activation fee includes the terminal equipment and the fibre optic cabling needed to deliver the Service described. This Activation fee is a non-refundable one-time fee.
- (2) Redundancy is available upon request and the cost of redundancy shall be determined by a survey conducted by BTL and the Customer will be charged a fixed monthly fee for such redundancy determined at a per Mbps Rate.
- (3) The Customer shall be charged based on access capacity (i.e., per Mbps Rate) based on total bandwidth volume. The Customer's monthly bill for the Services = Internet Capacity Volume \*Internet Capacity Transit per Mbps Rate.
- (4) The Customer must purchase at least the minimum guaranteed access capacity for an agreed duration of time.
- (5) A 2% (two percent) late fee shall apply to the Service if payment for the Service is not paid in full by the due date.

SIGNED AND DELIVERED  
for and on behalf of  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

SIGNED AND DELIVERED  
for and on behalf of  
**BELIZE TELEMEDIA LIMITED**

\_\_\_\_\_  
**Dionne Emtage**  
Chief Commercial Officer  
Belize Telemedia Limited

\_\_\_\_\_  
**WITNESS**

Initials of the BTL's Signatory: \_\_\_\_\_

Initials of the Customer's Signatory: \_\_\_\_\_

**CONFIDENTIAL**





## MICROSOFT SOLUTION AND SERVICES AGREEMENT

This Agreement is made on **1 July 2024** (the “**Effective Date**”) by and between:

(1) **BELIZE TELEMEDIA LIMITED**, a company duly incorporated and existing under the Laws of Belize, and whose registered office is situated at Esquivel Telecom Center, #1 Saint Thomas Street, Belize City, Belize (hereinafter referred to as “**BTL**”) of one part,

AND

(2) **Click or tap here to enter text.**, a company duly incorporated and existing under the Laws of Belize, and whose registered office is situated at **Click or tap here to enter text.** (the “**Customer**”)

BTL and the Customer are each a “**Party**” and collectively are the “**Parties**”.

### WHEREAS:

- A. BTL is the holder of an Individual Licence granted by the Public Utilities Commission.
- B. BTL is an established Microsoft Silver Partner.
- C. BTL provides an array of Microsoft Software and Solutions, and end user support; and
- D. The Customer is desirous of obtaining through BTL, licences and support for certain Microsoft Software and Solutions in accordance with the terms of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall be construed as defined below:

“**Affiliate**” Means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.

1  
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**“Best Industry Practice”**

Means in relation to any undertaking and any circumstances, the highest degree of professionalism, skill, diligence, prudence and foresight which would be expected from an internationally recognised and market leading company engaged in the same type of activity under the same or similar circumstances, and which is best in class.

**“Business Day”**

Means a day other than Saturday, Sunday or a Bank or Public Holiday in Belize.

**“Consequential Loss”**

Means consequential, special, indirect, incidental, or punitive damages or loss or any loss of profits or other form of economic loss however arising.

**“Control”**

Means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of a company.

**“Effective Date”**

Means the date of this Agreement which is set out at the head of this Agreement.

**“Confidential Information”**

Has the meaning prescribed at *Clause 10.1*.

**“Force Majeure”**

Has the meaning prescribed at *Clause 13.1*.

**“GST”**

Means General Sales Tax.

**“Intellectual Property Rights”**

Means copyright, rights relating to copyright such as moral rights and performers rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trademarks, trade names, geographical indications, service marks, design right, rights in get-up, database rights, databases, data exclusivity rights, chip topography rights, mask works, utility models, domain names, rights in computer

2

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software, the right to sue for infringement, unfair competition and passing off and all similar rights of whatever nature and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent, or future; and
- (e) wherever existing.

**"Law"**

Means:

- (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a Party is subject and or in any jurisdiction that the Services are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business.

**"Licence Period"**

Means the period commencing on **Click or tap to enter a date.** and expiring on **Click or tap to enter a date.**

**"Loss"**

Means all liabilities, costs, expenses (including legal expenses), claims, debts, actions, proceedings, damages, fines, penalties, loss of profit or Consequential Loss.

3

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- “Microsoft Software and Solutions”** Means the software and solutions set forth in *Schedule 1* and in the quantities set out in *Schedule 1*.
- “Project Manager”** Has the meaning prescribed at *Clause 3.2*.
- “Services”** Means the provision of the subscriptions to the Microsoft Software and Solutions to the Customer by BTL for the duration of the Licence Period, and the provision of the Value Added Services to the Customer by BTL during the Term.
- “Tax”** Means any and all forms of taxation, levy, contributions, duty, impost, charge, tariff, withholding, deduction, rate and governmental charge (whether national or local) in the nature of tax whenever created, enacted or imposed and whether in Belize or elsewhere, and any amount payable to any Tax Authority or any other person as a result of any enactment relating to tax, together with all penalties, charges, surcharges, fines and interest regardless of whether such taxes, penalties, charges, surcharges, fines and or interest are directly or indirectly or primarily chargeable or attributable to the Customer.
- “Tax Authority”** Means any taxing, fiscal or other authority (wherever situated) competent to impose, collect or enforce any of the Parties’ liability to Tax.
- “Term”** Has the meaning prescribed at *Clause 2.1*.
- “Third Party”** Means any person who is not a party to this Agreement.
- “Value Added Services”** Has the meaning prescribed at *Schedule 2*.

4

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**“Virus”**

Means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information (including all viruses, worms, trojan horses, spyware, logic bombs and similar files, scripts, agents, things or devices).

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its *Schedules*, appendices and annexes (if any);
- 1.2.2 a reference to a “*Party*” includes that Party’s personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a “*person*” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa unless the context otherwise requires;
- 1.2.6 any words that follow “*include*”, “*includes*”, “*including*”, “*in particular*” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition, or description preceding those words;
- 1.2.7 the table of contents, background section and any *Clause*, *Schedule* or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.8 a reference to legislation is a reference to that legislation as in force as at the date of this Agreement and as amended, extended, re-enacted, or consolidated from time to time during the term of Term of this Agreement;
- 1.2.9 a reference to any amount of money, “*Dollars*” or “*\$*” means Belize Dollars;
- 1.2.10 a reference to “*writing*” or “*written*” includes any method of reproducing words in a legible and non-transitory form (including e-mail);
- 1.2.11 any reference to time means the local time in Belize; and

5

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Initials of the Customer’s signatory: \_\_\_\_\_



1.2.12 references to *Clauses* and *Schedules* means the *Clauses* of, and *Schedules* to, this Agreement.

## 2. TERM AND TERMINATION

2.1 This Agreement shall commence on the Effective Date and shall automatically expire on **Click or tap to enter a date.** (the “**Term**”).

2.2 BTL may immediately terminate this Agreement and cancel the Customer’s subscription for the Microsoft Software and Solutions if:

- 2.2.1 the Customer fails to pay any invoice for the Services in accordance with this Agreement; or
- 2.2.2 the Customer uses the Microsoft Software and Solutions in a manner that infringes the Intellectual Property Rights of any person other than the Customer; or
- 2.2.3 the Customer unreasonably delays the acceptance of the Services or unreasonably refuses to accept the Services.

2.3 BTL may also terminate this Agreement in accordance with *Paragraph 7.1.11 of Schedule 3.*

2.4 Termination of this Agreement by BTL in accordance with *Clause 2.2 or 2.3* shall not release the Customer from its obligation to pay any unpaid invoice for the Services.

2.5 Termination of this Agreement by BTL in accordance with *Clause 2.2 or 2.3* shall be without prejudice to BTL’s other remedies available under the Law.

2.6 Either Party may terminate this Agreement by written notice if the other Party commits a material breach of this Agreement, and in case of a breach capable of being remedied, if the other Party fails to remedy such breach within **30 (thirty)** days of the receipt of a written notice from the Party that is not in default, specifying the breach and containing a warning of an intention to terminate if the breach is not remedied within **30 (thirty)** days.

6

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Initials of the Customer’s signatory: \_\_\_\_\_



2.7 Termination of this Agreement by either Party in accordance with Clause 2.6 shall not release the Customer from its obligation to pay any unpaid invoice for the Services.

2.8 Termination of this Agreement by either Party in accordance with Clause 2.6 shall be without prejudice to either Party's other remedies available under the Law.

### 3. SERVICES

3.1 BTL shall:

3.1.1 provide the Customer with a subscription to the Microsoft Software and Solutions for the Licence Period and the Value Added Services in exchange for the Customer paying BTL **\$Click or tap here to enter text..** A breakdown of the foregoing fee which is to be paid by the Customer to BTL is set forth in in *Schedule 1*;

3.1.2 provide the Customer with a subscription to the Microsoft Software and Solutions for the duration of Licence Period in accordance with Best Industry Practice;

3.1.3 Provide the Customer with the Value Added Services in *Schedule 2* in accordance with Best Industry Practice;

3.1.4 provide the Customer with the support for the Services set forth in *Schedule 3*.

3.2 Each Party shall appoint an employee or agent to serve as that Party's Project Manager. Each Project Manager shall serve as the primary day-to-day contact for all material communications between the Parties other than for the purpose of notices that are served under this Agreement, and support for the Services that are to be dealt with in accordance with *Schedule 3*.

3.3 The Project Manager shall be responsible for monitoring the status of the Services and shall schedule and participate in meetings by phone or Microsoft Teams as required, to review the status of the Services. Each Party may change its Project Manager from time to time upon written notice to the other Party.

7

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Initials of the Customer's signatory: \_\_\_\_\_

#### 4. THE CUSTOMER'S OBLIGATIONS

##### 4.1 The Customer shall:

- 4.1.1 pay BTL the fees set out in *Schedule 1* in clear funds free of any charges and or deductions whatsoever, and within **30 (thirty)** days of being served with an invoice by BTL;
- 4.1.2 not obstruct, unreasonably refuse, or unreasonably delay the provision of the Services by BTL;
- 4.1.3 not obstruct, unreasonably refuse, or unreasonably delay the Customer's acceptance of the Services;
- 4.1.4 comply with and grant BTL's reasonable requests which are necessary for BTL's performance of this Agreement even where such requests are not otherwise expressly provided for under this Agreement;
- 4.1.5 accept the Services which are provided in accordance with the specifications in this Agreement;
- 4.1.6 comply with BTL and BTL's licensor's respective licence agreements for the Microsoft Software and Solutions;
- 4.1.7 not infringe upon the Intellectual Property Rights to the Microsoft Software and Solutions;
- 4.1.8 not infringe upon the Intellectual Property Rights to the Value Added Services;
- 4.1.9 assume full responsibility for the acts and omissions of the Customer's personnel employees, and agents in connection with this Agreement and the Services;
- 4.1.10 pay all current and future Taxes which are applicable to the Customer's payment for the Services provided by BTL under this Agreement except for Taxes measured by BTL's net income;
- 4.1.11 obtain all necessary consents, approvals and legal authority to execute this Agreement;
- 4.1.12 obtain all necessary and or additional consents, approvals and legal authority required for the performance of this Agreement.

8

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Initials of the Customer's signatory: \_\_\_\_\_





**5. WARRANTIES**

5.1 BTL warrants the following:

- 5.1.1 that the Services shall be provided to the Customer in accordance with this Agreement;
- 5.1.2 that the Services shall be provided without any infringement of Intellectual Property Rights; and
- 5.1.3 that BTL shall not disclose the Customer's Confidential Information otherwise than in accordance with this Agreement.

**6. LIMITATION OF LIABILITY**

6.1 The extent of the Parties' respective liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this *Clause 6*.

6.2 Subject to *Clauses 6.3 and 6.5*, neither Party shall be liable for any of the following (whether direct or indirect):

- 6.2.1 loss of data;
- 6.2.2 loss of use;
- 6.2.3 loss of business;
- 6.2.4 loss or failure of software including the Microsoft Software and Solutions.

6.3 The limitations of liability set out in *Clauses 6.2* shall not apply in respect of any indemnities given by either Party under this Agreement.

6.4 Except as expressly stated in this Agreement, and subject to *Clause 6.5*, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by Law.

6.5 Notwithstanding any other provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of the following:

- 6.5.1 death or personal injury caused by negligence;
- 6.5.2 fraud or fraudulent misrepresentation;

9

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Initials of the Customer's signatory: \_\_\_\_\_



- 6.5.3 any other losses which cannot be excluded or limited by applicable Law;
- 6.5.4 any losses caused by wilful misconduct.

**7. INDEMNIFICATION**

7.1 The Customer shall indemnify and keep indemnified and hold harmless BTL and BTL's directors, employees and agents against:

- 7.1.1 Any claim by any Third Party against BTL and or BTL's directors, and or employees and or agents that any Microsoft Software and Solutions or any of the Value Added Services infringe upon such Third Party's Intellectual Property Rights, and pay the amount of any resulting adverse final judgment, claim, demand or settlement; and
- 7.1.2 Any Loss suffered by BTL and or BTL's directors, employees and agents where such Loss is caused by a breach of this Agreement by the Customer.

7.2 BTL shall indemnify and keep indemnified and hold harmless the Customer and the Customer's employees and agents against:

- 7.2.1 Any claim by any Third Party against the Customer and or the Customer's employees and or agents that any Microsoft Software and Solutions or any of the Value Added Services infringe upon such Third Party's Intellectual Property Rights, and pay the amount of any resulting adverse final judgment, claim, demand or settlement; and
- 7.2.2 Any Loss suffered by BTL the Customer and or the Customer's employees and or agents where such Loss is caused by a breach of this Agreement by BTL.

**8. STATUS OF THE PARTIES**

8.1 BTL shall perform the Services as an independent contractor.

8.2 Nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties.

8.3 BTL shall retain the sole and exclusive right to control or direct the manner and means by which BTL's personnel provide the Services and BTL may

10  
 Initials of BTL's signatory: \_\_\_\_\_

Initials of the Customer's signatory: \_\_\_\_\_



subject to *Clause 9*, subcontract any or all its obligations and rights under this Agreement.

## 9. ASSIGNMENT AND SUBCONTRACTING

9.1 Subject to *Clause 8*, neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed or denied.

9.2 All assignees shall be bound by the terms and conditions of this Agreement.

9.3 Any unauthorized assignment or attempt to assign the obligations in this Agreement shall render to the other Party the right to terminate this Agreement.

## 10. CONFIDENTIALITY

10.1 Each Party acknowledges and agrees that during the Term of this Agreement, it may be provided or given access to information that is proprietary to or confidential to the other Party, including but not limited to, information that relates to the other Party's past, present and future research, development, business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing ("**Confidential Information**").

10.2 Each Party agrees to secure and protect the Confidential Information of the other Party using at least as great a degree of care as it uses to maintain the confidentiality of its own Confidential Information of a similar nature, but in any event not less than reasonable care.

10.3 Neither Party shall sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other Party to Third Parties, except as necessary to perform its obligations under this Agreement or as expressly authorized in this Agreement.

11

Initials of BTL's signatory: \_\_\_\_\_

Initials of the Customer's signatory: \_\_\_\_\_



10.4 A Party may:

- 10.4.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (“**Representatives**”) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such Party must ensure that each of its Representatives to whom Confidential Information is disclosed are aware of its confidential nature and agrees to comply with this *Clause 10* as if it were a Party;
- 10.4.2 disclose any Confidential Information as may be required by Law or any court of competent jurisdiction.

10.5 Each Party recognises that any breach or threatened breach of this *Clause 10* may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the Parties agree that the non-defaulting Party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

10.6 This *Clause 10* shall bind the parties during the Term and for a period of 5 (five) years following termination or expiry of this Agreement.

**11. ENTIRE AGREEMENT**

11.1 The Parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings, and arrangements between them, whether in writing or oral in respect of its subject matter.

11.2 Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

12

Initials of BTL's signatory: \_\_\_\_\_

Initials of the Customer's signatory: \_\_\_\_\_

## 12. SEVERABILITY

- 12.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 12.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

## 13. FORCE MAJEURE

- 13.1 In this *Clause 13*, “**Force Majeure**” means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Agreement.
- 13.2 A Party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
- 13.2.1 promptly notifies the other Party of the Force Majeure event and its expected duration; and
  - 13.2.2 uses reasonable endeavours to minimise the effects of that event.
- 13.3 If, due to Force Majeure, a Party:
- 13.3.1 is or is likely to be unable to perform a material obligation for a continuous period of **90 (ninety)** days; or
  - 13.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of one hundred and **90 (ninety)** days,
- the other Party may terminate this Agreement on not less than **7 (seven)** days written notice.

13

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Initials of the Customer's signatory: \_\_\_\_\_



#### 14. CONFLICTS WITHIN AGREEMENT

- 14.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:
- 14.1.1 The terms and conditions in the main body of this Agreement;
  - 14.1.2 The Schedules.
- 14.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

#### 15. FURTHER ASSURANCE

- 15.1 The Customer shall at the request of BTL, and at the cost of the Customer, do all acts and execute all documents which are necessary to give full effect to this Agreement.
- 15.2 The Customer shall within **30 (thirty)** days of the Effective Date and at the cost of the Customer, provide BTL with all documents and or certificates required by the Belize Tax Service Department to establish that this Agreement is GST exempted.

#### 16. NOTICES

- 16.1 Any notice or other communication given by a Party under this Agreement shall:
- 16.1.1 be in writing and in English;
  - 16.1.2 be signed by, or on behalf of, the Party giving it (except for notices sent by email); and
  - 16.1.3 be sent to the relevant Party at the address set out in *Clause 16.3*.
- 16.2 Notices may be given, and are deemed received:
- 16.2.1 by hand: on receipt of a signature at the time of delivery;
  - 16.2.2 by email: **2 (two)** Business Days after the notice has been sent by email to the correct email address for notices to the other Party.

14

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Initials of the Customer's signatory: \_\_\_\_\_



16.3 Notices and other communications shall be sent to:

**If to the Customer:**

Click or tap here to enter text.

Click or tap here to enter text.

Belize

OR

Email to: Click or tap here to enter text.

**If to BTL:**

Belize Telemedia Limited  
Esquivel Telecom Center  
# 1 Saint Thomas Street  
Belize City  
Belize

OR

Email to: [mksmith@livedigi.com](mailto:mksmith@livedigi.com); **with a copy by email to:**  
[LegalRegulatoryAffairs@livedigi.com](mailto:LegalRegulatoryAffairs@livedigi.com)

16.4 Any change to the contact details of a Party as set out in *Clause 16.3* shall be notified to the other Party in accordance with *Clause 16.3* and shall be effective:

16.4.1 on the date specified in the notice as being the date of such change; or

16.4.2 if no date is so specified, **5 (five)** Business Days after the notice is deemed to be received.

15

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Initials of the Customer's signatory: \_\_\_\_\_



16.5 This *Clause 16* shall not apply to notices given in legal proceedings or arbitration.

**17. AMENDMENT**

Subject to *Paragraph 9 of Schedule 3*, no amendment of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.

**18. WAIVER**

18.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by Law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

18.2 No single or partial exercise of any right, power or remedy provided by Law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

18.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

18.4 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

**19. CONTRA PROFERENTEM**

The Parties acknowledge and agree that this Agreement has been jointly drafted by the Parties and accordingly the doctrine of contra proferentem shall not apply to this Agreement.

**20. DISPUTE RESOLUTION**

20.1 Any dispute arising between the Parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this *Clause 20*.

16  
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Initials of the Customer's signatory: \_\_\_\_\_



- 20.2 The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 20.3 The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 20.3.1 within **7 (seven)** days of service of the notice, the Project Managers of the Parties shall meet to discuss the dispute and attempt to resolve it; and
  - 20.3.2 if the dispute has not been resolved within **7 (seven)** days of the first meeting of the Project Managers, then the matter shall be referred to the Parties' respective General Managers (or persons of equivalent seniority). General Managers (or equivalent) shall meet within **7 (seven)** days to discuss the dispute and attempt to resolve it.
- 20.4 The specific format for the resolution of the dispute under *Clause 20.3.1* and, if necessary, *Clause 20.3.2*, shall be left to the reasonable discretion of the Parties, but may include the preparation and submission of statements of fact or of position.
- 20.5 If the dispute has not been resolved within **14 (fourteen)** days of the first meeting of the General Managers (or equivalent) under *Clause 20.3.2* then either Party may issue formal legal proceedings in the Courts of Belize.
- 20.6 Until the Parties have completed the steps referred to in *Clauses 20.3* and *20.5*, and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief from the Courts of Belize.

## 21. GOVERNING LAW

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Belize.

17

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Initials of the Customer's signatory: \_\_\_\_\_



**22. JURISDICTION**

The Parties irrevocably agree that the courts of Belize shall subject to *Clause 20*, have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the Parties on the Effective Date

SIGNED SEALED AND  
DELIVERED for and on behalf of  
**THE GOVERNMENT OF BELIZE** by:

\_\_\_\_\_  
Click or tap here to enter text.  
Director  
Click or tap here to enter text.

In the presence of:

\_\_\_\_\_  
Witness

SIGNED AND DELIVERED for and  
on behalf of **BELIZE TELEMEDIA  
LIMITED** by:

\_\_\_\_\_  
Ivan Tesucum  
Chief Executive Officer  
Belize Telemedia Limited

In the presence of:

\_\_\_\_\_  
Witness

18  
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Initials of the Customer's signatory: \_\_\_\_\_



**SCHEDULE 1**

Microsoft Software and Solutions

1. This Schedule 1 sets forth the Microsoft Software and Solutions, and the breakdown of the price and or fees referred to at Clause 3.1.1.

ITEM	SKU	DESCRIPTION	QTY	UNIT PRICE	ONE TIME COST
1	CFQ7TTC0LFLZ0002P1YA	Microsoft 365 E5	2350		
2	CFQ7TTC0LH040001P1YA	Microsoft Defender for Office 365 (Plan 1)	3800		
3	CFQ7TTC0LF8Q0001P1YA	Office 365 E1	1500		
4	CFQ7TTC0LF8R0001P1YA	Office 365 E3	2300		
5	CFQ7TTC0LHSF0001P1YA	Power BI Pro	25		
6	CFQ7TTC0HDB00002P1YA	Project Plan 3	200		
7	CFQ7TTC0HD9Z0002P1YA	Project Plan 5	15		
8	CFQ7TTC0HD320002P1YA	Visio Plan 2	100		
9		Digi Value Add (100% Discount)	1		
				<b>SUBTOTAL</b>	
				<b>DISCOUNT</b>	
				<b>GRAND TOTAL</b>	

19

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Initials of the Customer's signatory: \_\_\_\_\_



**SCHEDULE 2**  
Value Added Services

1. The Value-Added Services to be provided by BTL to the Customer are set out in the table in this *Schedule 2* and include:  
Microsoft Certified Training. Training available but not limited to:  
    Training seats for MS-900: Microsoft 365 Fundamentals  
    Training seats for AZ-104 Azure Administrator  
    Training seats AZ 900 Azure fundamentals  
Microsoft Exam Vouchers  
    Exam vouchers to sit the Microsoft certification courses.  
Additional administrator training- Requires approval  
    PL-900- Power Platform Fundamentals  
    MS-700- Managing Microsoft Teams  
Webinars and DEMOs
2. The content of the Administrator and end user training referred to at *Paragraph 1* of this *Schedule 2* shall be left to the sole discretion of BTL.
3. The type of training provided under the vouchers for Administrators referred to at *Paragraph 1* of this *Schedule 2* shall be left to the sole discretion of BTL.
4. The content of the Webinars referred to at *Paragraph 1* of this *Schedule 2* shall be left to the sole discretion of BTL.
5. The number of seats, spaces or places made available to the Customer for the training that is referred to at *Paragraph 1* of this *Schedule 2* shall be at the sole discretion of BTL.

20

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Initials of the Customer's signatory: \_\_\_\_\_



**SCHEDULE 3**  
*Support by BTL*

**1. TECHNICAL ISSUES**

Technical issues and faults bugs, or errors with or related to the Microsoft Software and Solutions shall be handled and resolved through the implementation of the following procedure:

1.1. **Availability of BTL's technical support for the Customer:** 24 hours per day, 7 days per week, 365 days per year (24/7/365).

1.2. **Procedure for reporting technical issues (opening a ticket):**

1.2.1 Each Party shall provide the other Party with an email address and contact number for their respective points of contact, which shall be used by the Parties to report technical issues, faults, bugs, or errors relating to the Microsoft Software and Solutions. The contact information provided shall always be accessible to the other Party.

1.2.2 Either Party can initiate a ticket to report an issue.

1.3 In the event that the Customer identifies technical issues, faults, bugs, or errors related to the Microsoft Software and Solutions, the Customer shall communicate the issue via email using a ticket process to the following BTL contact information set out in the table in this paragraph.

<b>BTL's Contact Info</b>
Name: Business Help Desk
Email: <a href="mailto:bushelpdesk@livedigi.com">bushelpdesk@livedigi.com</a>
Phone Number: 0-800-287-4357

1.4 All communications under this *Schedule 3* shall be received and responded to by BTL's Business Help Desk Team and Technical team during office hours (08:00 am - 5:00 pm) on Business Days.

1.5 During non-office hours (anytime not listed *paragraph 1.4 of Schedule 3*) all communications shall be received and responded to by a person from BTL's Business Help Desk Team and or Technical team or directed to the mobile phone of BTL's Commercial escalation team or to the on-duty person in charge of responding to the Customer's technical issues, faults, bugs, or errors related to the Microsoft Software and Solutions.

21

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Initials of the Customer's signatory: \_\_\_\_\_

- 1.6 The Customer's representative is responsible for responding to BTL's Commercial escalation team as soon as possible in order to acknowledge and address the technical issues, faults, bugs, or errors with a plan to resolve same.
- 1.7 When technical issues, faults, bugs, or errors with the Microsoft Software and Solutions are reported by the Customer all correspondence pertaining to the technical issues, faults, bugs, or errors shall include:
  - 1.7.1 Licence Type or Product Type associated with the fault;
  - 1.7.2 The priority level (high, medium, low);
  - 1.7.3 A description of the issue.

**2. PROCEDURE TO ESCALATE A TICKET**

- 2.1. The Customer and BTL shall escalate internally on HIGH priority issues which are important/urgent.
- 2.2. If the Parties are not satisfied with a solution, the Parties may escalate to a higher escalation level.
- 2.3. Escalation will take place via email or phone to the persons listed below at the relevant escalation level. The word "Escalation" and the Service Ticket Number must be used in the subject line.

Escalation Levels	BTL's Contact Info
<b>First Escalation Level</b>	Name: Tania Welch
	Title: Sales Solutions Manager GOB
	Email: <a href="mailto:twelch@livedigi.com">twelch@livedigi.com</a> Address:
	Phone Number: 223-8336 (O) or 610-0414 (M)
<b>Second Escalation Level</b>	Name: Guilio Marin
	Title: Technical Pre Sales Manager
	Email Address: <a href="mailto:gmarin@livedigi.com">gmarin@livedigi.com</a>
	Phone Number: 223-8419 (O) or 614-9904 (M)
	Corporate Technical Solutions Manager

	Name: Herwald Humes
	Title: Manager Corporate Technical Solutions
	Email Address: <a href="mailto:hhumes@livedigi.com">hhumes@livedigi.com</a>
	Phone Number: 223-8361 (O) or 610-1327 (M)
<b>Third Escalation Level</b>	Name: Moshea Smith
	Title: General Manager Business & Wholesale Sales
	Email Address: <a href="mailto:mksmith@livedigi.com">mksmith@livedigi.com</a>
	Phone Number: 223-8341 (O) or 610-5715 (M)

### 3. PROCEDURE OF MANAGING IMPROVEMENT

The Microsoft Software and Solutions are designed to recover from technical issues, faults, bugs, or errors within a reasonable time through measures including support from BTL under this Agreement and or additional support or downloadable updates from the licensor of the Microsoft Software and Solutions. However, the Parties agree that in the event the time for resolving a technical issue, fault, bug, or error extends beyond the timeframe listed below in *Paragraph 4*, the time for BTL's resolution of same shall be automatically extended as is reasonably required by BTL.

### 4. SERVICE TICKET TIMES FOR THE RESOLUTION OF A TECHNICAL ISSUE

Priority	Priority Classes	Response Time	Resolution Time
High	A critical malfunction in any part of the Microsoft Software and Solutions which affects ALL functions of any of the Microsoft Software and Solutions or any	2 hour	6 hours

23

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Initials of the Customer's signatory: \_\_\_\_\_

Priority	Priority Classes	Response Time	Resolution Time
	one of the Microsoft Software and Solutions.		
Medium	A serious malfunction in any part of the Microsoft Software and Solutions which affects some or most functions of the Microsoft Software and Solutions or any one of the Microsoft Software and Solutions.	4 hours	10 hours
Low	A non-critical malfunction in any part of the Microsoft Software and Solutions, which is not critical for the Customer's use of the Microsoft Software and Solutions or any one of the Microsoft Software and Solutions.	8 hours	To be agreed on a case by case basis

## 5. PROCEDURE TO CLOSE A TICKET

Once a technical issue, fault, bug, or error is resolved and the Microsoft Software and Solutions are back to operating correctly, the Party who resolved the technical issue, fault, bug, or error is responsible for reporting the technical issue to the other Party in writing via email to the person who reported the technical issue, fault, bug, or error to the other Party in order to inform the other Party that the issue has been resolved. This should be sent within **12 (twelve)** working hours of the fault being resolved. Upon receipt of this email, the person receiving the email on behalf of the recipient Party shall confirm receipt of the email and acknowledge that the ticket has been closed, and the ticket shall be deemed closed.

24

Initials of BTL's signatory: \_\_\_\_\_

Initials of the Customer's signatory: \_\_\_\_\_





**6. OPERATION AND MAINTENANCE**

The Customer is responsible for reporting a ticket to BTL immediately, in the event that the Customer identifies an issue that may impair the Customer's use of the Microsoft Software and Solutions.

**7. SUSPENSION OR TERMINATION OF SERVICE**

7.1 BTL shall notify the Customer of the following occurrences and the Customer shall disable the Customer's End-Users causing any of the following problems forthwith and without delay:

- 7.1.1 The Microsoft Software and Solutions are used by the Customer's End-Users to attempt to break security or to break security of any computer network, to access an account which does not belong to the Customer or any other act of a malicious nature which may reasonably result in harm or damage to another person's services of whatever nature, equipment, or privacy, including but not limited to, any act of fraud;
- 7.1.2 The Microsoft Software and Solutions are used by the Customer's End-Users for Spamming or phishing with the intent to render a system dysfunctional;
- 7.1.3 The Microsoft Software and Solutions are used by the Customer's End-Users to commit bypass fraud including the use of Sim Boxes and/or unauthorized devices;
- 7.1.4 The Microsoft Software and Solutions are used by the Customer's End-Users to carry out Denial of Service (DOS) attacks, i.e. the over burdening of a recipient's computer system by sending a high volume of spurious data which effectively impedes functionality or totally disables systems, and any other similar methods of denial of Service;
- 7.1.5 It is brought to BTL's attention or BTL otherwise gains knowledge that the Microsoft Software and Solutions are used by the Customer's End-Users to facilitate a business involving the sale or distribution of illegal messages or images;
- 7.1.6 The Microsoft Software and Solutions are used by the Customer's End-Users in a manner which is intended to abuse or to violate the rights, privacy, or proprietary rights or Intellectual Property Rights of others including the use of any process, program, or tool to guess passwords or make unauthorized attempts to access other systems or networks;
- 7.1.7 The Microsoft Software and Solutions are used by the Customer's End-Users in a manner which constitutes a violation of any tariff, regulation,

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Initials of the Customer's signatory: \_\_\_\_\_

- treaty, or law (including, without limitation, copyright, privacy, criminal, gaming and international law);
- 7.1.8 The Microsoft Software and Solutions are used by the Customer's End-Users to forge electronic mail headers (addresses) or uses any other method to disguise the Customer's End-User's identity.
  - 7.1.9 The Microsoft Software and Solutions are used by the Customer's End-Users to post, upload or otherwise distribute copyrighted material on BTL or any Third Party's servers without the consent of the copyright holder (the storage, distribution, or transmission of unlawful material could subject the Customer and its End-users to criminal as well as civil liability); or
  - 7.1.10 The Microsoft Software and Solutions are used by the Customer's End-Users to store or distribute certain other types of prohibited material; examples of prohibited materials include, but are not limited to, programs containing Viruses or Trojan horses and tools to compromise the security of the other sites, tools used to collect email addresses for use on sending bulk mail or tools used to send bulk mail;
  - 7.1.11 BTL may discontinue, terminate or suspend the Services if the Customer fails take immediate action on the notification given by BTL on any of the circumstances and conditions of *Paragraph 7* of this *Schedule 3*.

## **8. SYSTEM SECURITY**

- 8.1 The Customer and its End-users are prohibited from utilizing any of the Services provided to compromise the security or tamper with system resources or accounts on computers at BTL.
- 8.2 BTL reserves the right to release/publish the contact information of the Customer if the Customer or its End-users are suspected to be involved or are in fact involved in the violations of system security of BTL or any Third Party's system resources, accounts on computers, computer systems or networks. BTL shall also fully cooperate with law enforcement authorities in investigating suspected breaches of this *Schedule 3*.
- 8.3 In the event that BTL determines that the Customer's breach of *Paragraph 7.1.2* of *Schedule 3* has not been resolved after the Customer has received notice of offending activity and such activity is causing harm to BTL or any Third Party on the Internet, BTL or BTL's Affiliates shall black hole the section of the Customer's IP addresses involved in a spam complaint until BTL is convinced, in its sole discretion, that the problem has been resolved. The Customer shall be notified by BTL of such action



- as soon as is practicable. In reasonably appropriate cases, BTL may implement this *Paragraph 8.3* before contacting the Customer.
- 8.4 BTL shall have the right to investigate through all available means, any suspected violations of this *Schedule 3*.
  - 8.5 BTL or BTL's Affiliates may block the Customer's access to the Internet at the router level to the Customer or its equipment, if BTL has reasonable grounds to suspect any of the occurrences in *Paragraphs 7.1.1 to 7.1.11* of this *Schedule 3*, provided that the Customer has been given a reasonable opportunity to resolve the breach.

### 9. AMENDMENTS TO SCHEDULE 3

BTL has the right to change, modify and or update the content of this *Schedule 3* without the approval of the Customer and any such change, modification or updating of this *Schedule 3* shall take effect upon the expiry of **fourteen (14)** days of any such change, modification or updating being notified to the Customer by BTL.

27

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Initials of the Customer's signatory: \_\_\_\_\_

**STANDARD DEVICE TERMS AND CONDITIONS**

These terms of service (“**Agreement**”) are a legal agreement between you (either an individual or an entity that you are representing, hereinafter “**You**”, “**Your**”, or “**Customer**”) and Belize Telemedia Limited and its subsidiaries (collectively “**We**”, “**Us**”, “**BTL**”, “**Digi**” or “**Company**”). This Agreement sets out certain terms applicable to the Company’s acceptance of the use of its services and any related products or services (“**Services**”) provided to the Customer. BTL shall not be bound by any terms and conditions belonging to or secured by the Customer, in connection with any other services received elsewhere.

**1. DEFINITIONS AND INTERPRETATION**

1.1. The following definitions shall apply to this Agreement:

**“Affiliate”** Means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, and “**Affiliates**” shall be construed accordingly.

<p><b>“Agreement”</b></p>	<p>Means the agreement made between BTL and its subsidiaries (collectively “BTL” or “Digi”) and the Customer and which incorporates any:</p> <ul style="list-style-type: none"><li>(a) Order Form;</li><li>(b) Price Lists;</li><li>(c) these Standard Device Terms and Conditions;</li><li>(d) any terms and conditions or Service Literature provided to the Customer from time to time;</li><li>(e) any documents referred to in this Standard Device Terms and Conditions;</li><li>(f) any Acceptable Use Policies;</li><li>(g) the general terms and conditions found in the BTL telephone directory; and</li><li>(h) the terms and conditions listed at BTL’s official Digi Website (<a href="http://www.livedigi.com">www.livedigi.com</a>).</li></ul>
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**“Customer”**

Means any natural person or legal person and includes any public body, corporate entity and any body of persons to whom BTL has agreed to provide services and products including services and products sold and provided to the public by BTL's Affiliates.

**“Device”**

Means a mobile telephone handset with the BTL Service Account Number or DigiWallet Number and BTL Transaction ID or Invoice particulars as set forth in *Clause 3.1*.

**“Law”**

Means:

- (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which the Customer or BTL is subject;
- (b) the common law and laws of equity as applicable to the Customer and BTL from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard;
- (e) any applicable direction, policy rule or order that is binding on BTL and which is made or given by any regulatory authority having jurisdiction over BTL or any of BTL's assets, resources or business.

**“Order Form”**

Means the Standard Device Release Form or any other order form, signed by the Customer, with respect to a Device, Service or Services requested by the Customer and other relevant information concerning the relationship between BTL and the Customer.

**“Services”**

Means the telecommunication services, internet services and other services, including but not limited to, fixed voice services, fixed and mobile services, Digi AirNet, data services, information technology related products and services such services as internet access, content delivery services, electronic mail (email) packages and services, worldwide web hosting arrangements, online and internet-related telecommunication services sold and provided to the public by BTL including services and products sold and provided to the public by BTL Affiliates (each, a **"Service"** and collectively the **"Services"**).

**“Service Literature”**

Means any brochure, customer guide, description or instructions, including but not limited to those on all DigiCell Sim Packs, or any other documentation as may be published from time to time by BTL in connection with the provision or use of the Service.

1.2. In this Agreement:

- 1.2.1. a reference to a *Clause* number is a reference to the relevant numbered *Clauses* of this Agreement;
- 1.2.2. words in the singular include the plural and vice versa, unless the context requires otherwise;
- 1.2.3. any words that follow “include”, “includes”, “including”, “in particular” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.4. a reference to legislation is a reference to that legislation as in force as at the date of this Agreement and as amended, extended, re-enacted or consolidated from time to time during the Term of this Agreement;

- 1.2.5. the Clause headings and the use of bold type are included in this Agreement for convenience only and shall not have any effect on the interpretation of this Agreement; and
- 1.2.6. a reference to any amount of money, "Dollars" or "\$" means Belize Dollars.
- 1.2.7. a reference to "writing" or "written" includes any method of reproducing words in a legible and non-transitory form (including e-mail).

## **2. GOVERNING DOCUMENTS**

- 2.1. The terms and conditions set forth in this Agreement are between BTL and the Customer in respect of BTL's sale, and the Customer's purchase of the Device described in this Agreement.
- 2.2. The Customer shall:
  - 2.2.1. pay BTL in full and in clear funds, the price set by BTL for the Device;
  - 2.2.2. sign the Order Form; and
  - 2.2.3. comply with all other terms of this Agreement.

## **3. THE DEVICE**

- 3.1. BTL shall provide the Customer with the Device upon the Customer:
  - 3.1.1. paying in full, the price set by BTL for the Device; and
  - 3.1.2. signing the Standard Device Release Form.

## **4. WARRANTY AND REPAIR OF THE DEVICE**

- 4.1. A One-time 1 (ONE) year Manufacturer's Warranty of the Device ("Warranty Period") shall be provided by BTL for any Samsung brand Device purchased by the Customer from BTL under this Agreement. The Warranty Period commences on the date of execution of the sale of the Samsung brand Device.
- 4.2. A One-time 90 (ninety) day Manufacturer's Warranty of the Device ("Warranty Period") shall be provided by BTL for any Device purchased by the Customer from BTL under this Agreement where such Device is not a Samsung brand device. The Warranty Period commences on the date of execution of the sale of ZTE brand Devices and other non-Samsung brand Devices.
- 4.3. The Warranty referred to at Clause 4.1 and Clause 4.2 shall cover all defects in hardware, material, workmanship and performance under regular usage and operation during the applicable Warranty Period. The applicable

Warranty Period of the Device referred to at Clause 4.1 or at Clause 4.2 shall not extend beyond the stipulated period referred to at Clause 4.1 and Clause 4.2.

- 4.4. Once the Customer returns the Device for repairs to BTL during the applicable Warranty Period, the following shall apply:
  - 4.4.1. BTL shall repair or replace the Device; and
  - 4.4.2. BTL shall notify the Customer of the date to collect the repaired or replaced Device ("Date of Repair and or Replacement").
- 4.5. The remaining days within the applicable Warranty Period automatically continue to accrue from the day after the Date of Repair and or Replacement even if the Customer does not collect the Device from BTL on the Date of Repair and or Replacement.
- 4.6. BTL shall not honour any repairs or replace any Device after the expiration of the applicable Warranty Period.
- 4.7. The Customer shall forfeit all rights to the Device including proprietary rights to the Device, if the Device is not collected from BTL's Warranty Support Centre within 60 (sixty) days of the Device having been repaired or replaced under the warranty in this Clause 4, and such rights shall be automatically assigned from the Customer to BTL without any further actions or omissions being taken by BTL or the Customer.
- 4.8. Samsung brand Devices which are sold under this Agreement shall be SIM Locked for use only on BTL's mobile telephone network whereby SIM cards from other mobile service providers will not be useable in any such Samsung brand Device. The Customer shall contact BTL's Digi Customer Service and request the disabling of the SIM Lock feature of the Samsung brand Device so that BTL's Digi Customer Service can unlock the Samsung brand Device for the purpose of enabling the Customer to use such Samsung brand Device to roam on another mobile telecommunications network outside the territory of Belize.
- 4.9. Non-Samsung brand Devices which are sold under this Agreement shall be SIM Locked for use only on BTL's mobile telephone network whereby SIM cards from other mobile telecommunication service providers will not be useable in any such Device. The Customer shall contact BTL's Digi Customer Service and request the disabling of the SIM Lock feature of the non-Samsung brand Device so that BTL's Digi Customer Service can unlock the Samsung brand Device for the purpose of enabling the Customer to use such non-Samsung brand Device to roam on another mobile telecommunications network outside the territory of Belize.



- 4.10. ZTE brand Devices and other non-Samsung brand Devices supplied under this Agreement shall have the factory reset feature disabled by BTL, thereby preventing the Customer from factory resetting such Devices. The Customer shall contact BTL's Digi Customer Service and request the disabling of the factory reset lock where such disabling is required by the Customer to factory reset such Device for the purposes of troubleshooting or international roaming. BTL may disable the factory reset feature on the Devices referred to in this Clause 4.10 once the purpose for BTL enabling the factory reset feature has in BTL's sole determination, been achieved.
- 4.11. Any unauthorized disabling of the SIM Lock features referred to at Clause 4.8 and or Clause 4.9 by or on behalf of the Customer, shall constitute a material breach of this Agreement entitling BTL to liquidated damages which shall be equal to twice the price for which the Device was sold to the Customer.
- 4.12. Any unauthorized enabling of the factory reset feature referred to at Clause 4.10 by the or on behalf of the Customer, shall constitute a material breach of this Agreement entitling BTL to liquidated damages which shall be equal to twice the price for which the Device was sold to the Customer.
- 4.13. BTL may affix a "SIM Locked", "Network Locked" or any other similarly worded sticker on any Device sold under this Agreement.

## **5. GENERAL TERMS**

- 5.1. The Customer shall be liable for all fees incurred by BTL in consequence of a dishonoured cheque.
- 5.2. The rights and liabilities contained herein shall not be assignable either in whole or in part.
- 5.3. Electronic signatures used shall have the same legal validity and enforceability as a manually executed signature.
- 5.4. Other than as provided by this Agreement, BTL has no other obligation, duty, or liability whatsoever to the Customer for any loss of revenue, business, contracts, anticipated savings, or profits; or any indirect or consequential loss, howsoever arising out of the Parties' respective performance of their respective obligations under this Agreement in accordance with the terms of this Agreement.

- 5.5. The Customer agrees to the provisions of this Agreement and does not do so in reliance on any representation, warranty, or any other provision except as expressly provided herein, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 5.6. Some Customers may receive a Service pursuant to a written contract with BTL. When such written contract exists, contract terms which are different from the general terms and conditions contained in this Agreement shall govern the Services provided to a Customer. Terms and Conditions of Services contained in this Agreement which are not inconsistent with the written contract shall also apply.

## **6. SEVERANCE**

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **7. MODIFICATION OF THE AGREEMENT**

BTL reserves the right to update and change any of the terms and conditions of this Agreement from time to time. You are expected to check Our website page ([www.livedigi.com](http://www.livedigi.com)) from time to time to take notice of any changes We make to this Agreement, as such updates are legally binding on You. Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on Our website or written documents issued to You.

## **8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between You and BTL and supersedes all previous agreements, understandings, and arrangements between You and BTL in respect of its subject matter, whether in writing or oral. Both You and BTL acknowledge that either of BTL or You have not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

## **9. LAW AND JURISDICTION**

- 9.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or

claims) shall be governed by, and construed in accordance with, the Laws of Belize.

9.2. The Courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## **10. FURTHER INFORMATION**

For more information on BTL Services visit [www.livedigi.com](http://www.livedigi.com) or call 0-800-FOR-DIGI.